



Materials Management Division  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Voice: 651.201.2444  
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**STATE OF MINNESOTA**

**REQUEST FOR PROPOSAL (RFP)**

**FOR A PRICE AGREEMENT CONTRACT**

***TITLE: 2010 Asian Pacific American Heritage Dinner***

***DUE DATE: January 26, 2010***

***TIME: 3:00 p.m. Central Time***

STATE OF MINNESOTA  
FORMAL REQUEST FOR PROPOSAL (RFP)

RESPONSE DUE DATE AND TIME: January 26, 2010 @ 3:00 P.M. CENTRAL TIME, USA

TITLE OF CONFERENCE: 2010 Asian Pacific American Heritage Dinner

GEOGRAPHIC LOCATIONS REQUIREMENTS: Metro area, preferably St. Paul

RESPONSES MUST BE RECEIVED AT THE LOCATION LISTED BELOW:

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

Lea Halverson  
PHONE: 651.201.2444  
FAX: 651.297.3996  
E-MAIL: [lea.halverson@state.mn.us](mailto:lea.halverson@state.mn.us)

Your response to this Request for Proposal must be returned sealed. Sealed responses must be received at the location listed above no later than the due 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 and the responses will be rejected.

The laws of Minn. Stat. Chs. 16A, 16B, and 16C and any other applicable laws apply to this Request for Proposal.

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

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

**PAYMENT TERMS:**

Payment Terms (check one): Net 30 \_\_\_\_; 2%, 30 \_\_\_\_; 2%, 15, Net 30 \_\_\_\_; Other (specify): \_\_\_\_

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

Firm Name: \_\_\_\_\_

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

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

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

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

(The individual signing certifies that he/she has signed on behalf of the Responder in accordance with General Terms, Conditions and Instructions No. 2.)

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

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

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

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

## 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.

Submit one original and one copy of the response in written form. 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 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 who respond. 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 terms, conditions, specifications, and special conditions become 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 response 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 contact person listed on page two. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

1. **ALTERATIONS OR ERASURES.** An alteration or erasure of any price contained in the response may be rejected unless the price figure is crossed out and the correction is initialed by the person signing the response. **THIS INCLUDES, BUT IS NOT LIMITED TO, CORRECTION FLUID AND TYPEWRITER CORRECTION TAPE.**
2. **AUTHORIZED SIGNATURE.** The response must be fully and properly executed by an officer or other authorized representative of the Responder. If the Responder is a corporation, a secretarial certificate or the corporate minutes showing that the officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the Responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.
3. **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.

4. **NONCOLLUSION CERTIFICATIONS.** When included with the RFP, the responder shall complete and submit the Affidavit of Noncollusion.
5. **TAXPAPER IDENTIFICATION** form should be completed and returned with the response.
6. **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.
7. **RESPONSIBLE VENDOR.** If the Manager of Acquisitions, Materials Management Division, 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.
8. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
9. **LIABILITY.** Each party shall be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.
10. **LAWS AND REGULATIONS.** Any and all services, articles, equipment or facilities 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.
11. **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.
12. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor e-mail responses will be considered unless specifically authorized by the State in the RFP document.
13. **ACCEPTANCE OR REJECTION OF RESPONSES.** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
14. **ADDENDA TO THE RFP.** Changes to the RFP will be made by written addendum. Any addenda issues will become part of the RFP. Each Responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFP.
15. **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 designee. The Commissioner may accept or reject the recommendation of the evaluation team.
16. **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.
17. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State 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 (or, 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 governed by the Minnesota Government Data Act, Minn. Stat. Ch. 13, 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 (or, 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.

18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within the Contract Vendor's early payment discount period, or if there is no early payment discount period within 30 days following receipt of an undisputed invoice. 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 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.** State agencies are subject to paying Minnesota sales and use taxes. Please see the Special Terms, Conditions, and Specifications for specific guidance on taxes for this RFP.
20. **DISPOSITION OF RESPONSES.** Minn. Stat. § 13.591, Subd. 3(b), 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. The completion of the evaluation process means that the State has completed negotiating the Contract with the selected Vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
  1. clearly mark all trade secret materials in its response at the time the response is submitted,
  2. include a statement with its response justifying the trade secret designation for each item, and
  3. 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.
21. **RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:**
  - a. Reject any and all responses received;
  - b. Select, for contracts and 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.
22. **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.
23. **PRICES.** A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

24. **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.
25. **GOVERNING LAW.** The RFP and the Contract will be construed in accordance with and 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 will be governed by the Uniform Commercial Code (UCC) as adopted by the state of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed “goods” within the meaning of the UCC, except when to deem such services as “goods” is unreasonable.
26. **JURISDICTION AND VENUE.** Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
27. **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 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 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 acknowledgement the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
28. **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 contact person in writing, as specified in the introduction, of such error and request modification or clarification of the document.
29. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions, the Special Terms and Conditions govern.
30. **PUBLICITY.** The Responder shall not make any representation of the State’s opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State’s contact person. “Representations” include, but are not limited to publicity, advertisements, notices, press releases, reports, signs, and similar public notices.
31. **AMENDMENT(S).** The State reserves the right to make changes to the Contract, when mutually agreed to by the state of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. The changes to the Contract will be made by Contract amendment. An approved Contract amendment means one approved by the authorized signatories of the Contract and the State as required by law.
32. **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.
33. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP, the Contract Vendor’s response, and all attachments and amendments to the Contract incorporated therein by reference) and all addenda thereto constitute the entire agreement of the parties to the Contract.
34. **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.

35. **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. The preference will be applied to the cost component. 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 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 HelpLine at 651.296.2600.

36. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not 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.

37. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.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.
38. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT AND METHOD 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.
39. **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 debaring the Contract Vendor from state purchasing.

40. **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.

41. **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 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>.

42. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.
- Covered contracts and Contract Vendors. One-time acquisitions or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the state estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the state estimated total contract amount 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.
  - Minn. Stat. § 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.
  - Minn. 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 Minn. Stat. § 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 the 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 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 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 in the solicitation 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 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

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## 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 RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses 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.

## **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](mailto: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)

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

**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 developed by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition.
3. That the contents of the response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

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**

**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 to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270.66).

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](http://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 Contract Vendor? \_\_\_\_ Yes \_\_\_\_ No

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

**SERVICE AND DELIVERY**

Service and delivery are important requirements for all State contracts. All requests of information from the State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisition Services, 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.

**MAIN CONTACT PERSON:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**CONTACT PERSON FOR TECHNICAL ISSUES (if different from above):**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**CONTACT PERSON FOR CATERING ISSUES (if different from above):**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**CONTRACT SAVINGS**

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).

## SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

**PREFACE STATEMENT.** THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS APPLICABLE TO THE REQUEST FOR PROPOSAL (RFP) AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

**PURPOSE AND BACKGROUND.** The purpose of this RFP is to establish a Contract for the Council on Asian-Pacific Minnesotans (CAPM), for the 2009 Annual Asian Pacific American (APA) Heritage Dinner to be held on **Friday, May 14, 2010**, for a minimum of 350 - 400 attendees. Lodging is NOT part of this proposal.

**AWARD.** 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. The State reserves the right to visit any site being considered for an award to assure that all specifications, terms, and conditions can be met prior to the award.

This RFP does not obligate the State to complete the project and the State reserves the right to cancel the solicitation or any part of it, if it is considered to be in the State's best interest.

**SUB CONTRACTING.** The State reserves the right to accept or reject any facility that wishes to partner with another facility or conference center for the services being requested in this RFP. It shall be the responsibility of the Vendor responding to this RFP to coordinate all phases of the lodging/meals/meeting rooms being requested, (e.g., obtain the services, reserve the required space and provide pricing for all services being requested). The State **will not** enter into separate Contracts for this service. **Responder must list the facilities or vendors they will sub contract with on the lodging worksheet of the pricing pages.**

**FUNDING OUT CLAUSE.** 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 written or by 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 and 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.

**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 on the pricing pages, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.**

**VENDOR TO CHARGE SALES TAX.** The Contract Vendor will charge sales tax to the State on the purchase orders for the goods or services offered in this Contract. The State's Direct Pay permit will not apply for orders against this Contract.

**CONVENTION FACILITIES.** The state of Minnesota reserves the right to hold this conference in one facility that must be located in the metro area, preferably St. Paul.

**BILLING.** The Contract Vendor shall send an itemized invoice of all services billed.

**CONTACT PERSON.** The awarded Contract Vendor shall provide one contact person to handle any needs required by this RFP.

**CUSTOMER RESPONSIBILITY.** The customer will be responsible for its own acts and behavior and the results thereof. The customer's liability is governed by the Minnesota Tort Claims act, Minn. Stat. § 3.736.

**AMERICANS WITH DISABILITIES.** The conference site represents and the group acknowledges that in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act (ADA) and the regulation promulgated thereunder, the hotel facilities being used by the group under this agreement, its guest rooms and common areas will be in compliance with the public accommodation requirements of the ADA.

**PARKING.** The Contract Vendor must provide ample room for attendees to park free of charge. Responder shall include a description of the parking available for attendees with their response.

**AUDIO VISUAL EQUIPMENT.** Responders shall note that the State reserves the right to provide our own AV equipment without price penalty. **Responder shall provide a copy of your price list for all audio visual equipment with your response. Each item must be individually identified and priced.**

**EVENT SCHEDULE.** The conference organizers will need to bring materials to the conference site the afternoon of May 15, 2010. The conference shall begin on May 14, 2010 with registration starting at approximately 5:00 pm and a banquet to follow the same day from approximately 5:00 pm to 9:30 pm.

**REGISTRATION AREA.** The Contract Vendor shall provide a large foyer area for registration each day of the conference. The registration area shall be in a place that is easily accessible to the conference attendees. This area shall have ample storage room for conference materials. This area shall have ten 8' skirted tables with two chairs at each table. The Contract Vendor shall provide a secure room that can be locked and that shall be made available at any time throughout the event, close to the registration area and banquet room.

**BANQUET ROOM.** The banquet room size and the equipment needed are listed on the attached spreadsheets.

**DINNER.** Shall be served plated with (a) choice of three (3) entrees (chicken approx. 40%, salmon or other comparable fish approx. 45% and vegetarian approx. 5%) with (b) potatoes, rice or pasta and (c) vegetables and (d) Dessert. Kids menu (about 10).

Reg. and decaf. Coffee (incl. sugar & cream), tea – potted.

This is an example of the dinner that can be provided by the Contract Vendor and shall be better defined once the Contract is awarded.

Reasonable special food requests (e.g., diabetic) shall be submitted to the Contract Vendor no later than one week prior to the conference.

**ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders may download an Excel document from the following link:

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13641C9772010PricingSheet.xls>

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.

## EVALATUION

**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, complaint responses

Phase II – Evaluate responses

Phase III – Select Finalist

Phase IV – Sign Contract

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 reevaluation 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 Responsible, 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 responses to the request for clarification may be considered along with the original response for 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:

|                                            |                  |
|--------------------------------------------|------------------|
| Cost Component                             | 850 Points       |
| Cancellation Penalty                       | 100 Points       |
| Acceptance of State's Terms and Conditions | <u>50 Points</u> |

**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.

### **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 oral 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 and Final offer, oral presentations, and/or enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best and 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 Contact Vendor.**

**CANCELLATION PENALTY  
100 POINTS**

**CANCELLATION POLICY.** Responders shall note: state below any penalties that could be applied. Please note: this amount shall be taken into consideration of the award, however, if no charge is indicated in this response, the State will realize this as a zero amount. Any penalty stated must be stated in United States currency. The State will realize as a zero amount any penalty stated as a formula, calculation, or other penalty not specifically stated in United States currency.

**Date Cancellation Notice**

**Received Prior to First Program Dates**

**Penalty**

|                            |          |
|----------------------------|----------|
| Between 117 and 60 days    | \$ _____ |
| Between 59 and 46 days     | \$ _____ |
| Between 45 and 31 days     | \$ _____ |
| Between 30 and 15 days     | \$ _____ |
| Between 14 days and 0 days | \$ _____ |

The Hotel agrees that it will not seek additional penalties. The Contract Vendor shall understand that in the event that the conference is cancelled, the State agency is responsible for paying the cancellation fees.

**ACCEPTANCE OF TERMS AND CONDITIONS  
50 POINTS**

A Responder shall be presumed to be in agreement with the terms and conditions unless they take specific exception to one or more of the conditions. Submission by the Responder of **brochures or any written materials** 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:

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

**The Responder affirms their acceptance of the terms and conditions as listed in this RFP.**

\_\_\_\_\_ I accept the terms and conditions of this RFP

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_

Company name: \_\_\_\_\_