



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.201.2434
Fax: 651.297.3996

REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	<u>2</u>	Date of Addendum:	<u>January 12, 2010</u>
Due Date, Time:	<u>January 26, 2010 3:00 p.m.</u>	Revised Date, Time:	<u>n/a</u>
Acquisition Mgmt. Spec.:	<u>Susan Kahle</u>	Agency:	<u>Administration</u>
Web Registration No.:	<u>13590</u>		
Title:	<u>Spoken Interpretation Services: Statewide</u>		

SCOPE OF ADDENDUM

This addendum is to clarify the differences between various Interpreter Programs.

State of Minnesota S-885(5) – Spoken Interpretation Services (THIS REQUEST FOR PROPOSAL)

The intent of this request for proposal is to schedule services throughout the State of Minnesota for entities in need of on-site, face to face interpreters. **The resulting State of Minnesota Contracts will be for on-site, face to face interpreting. Telephone based interpreting is NOT included.** The qualifications of interpreters who are court certified and court rostered will be taken into account for purposes of assessing interpreter competence during the proposal review process. State Agencies and Cooperative Purchasing Venture members will use these contracts.

The State of Minnesota anticipates maximum rates to be set upon contract award. These rates DO NOT need to be at the same level as the Minnesota Court System and must be highly competitive. The maximum rates will be further negotiated by the Agency based on the hours a job requires. If a longer term job is required, there will be an opportunity to negotiate additional discounts and gain better pricing than the posted maximum rates of the contract.

State of Minnesota T-640(5) - Telecom: Telephone Based Interpretation Services

This State of Minnesota Contract provides Telephone Based Interpretation Services for State agencies and Cooperative Purchasing Venture members. The Telephone Based Interpretation proposal was previously advertised and a Contract established May 1, 2009. This contract is **not** currently open for new proposals. Agencies must obtain an exception from the State Department of Administration if they believe that T-640(5) cannot meet the agency needs.

Minnesota Court System

The Minnesota court system, which falls within a separate branch of government from the State Department of Administration, has a separate program and rates for Interpreters. The MN court system has its own payment policy and stated rates that must be followed. (The Judicial Branch Interpreter Payment Policy can be accessed at: [http://www.mncourts.gov/documents/0/Public/Interpreter_Program/Interpreter_Payment_Policy_-_revised_\(2\)_2\).pdf](http://www.mncourts.gov/documents/0/Public/Interpreter_Program/Interpreter_Payment_Policy_-_revised_(2)_2).pdf). The rates and reimbursement rules for the Minnesota Court System may be different than the State of Minnesota Department of Administration contracts.

Minnesota Department of Health

The Health Department has a roster listing interpreters and the languages they interpret. **A person or company listed on this website does NOT necessarily mean they have a contract with the State of Minnesota, Department of Administration.** There are no qualifications that must be met to be included on the Department of Health Roster. Inclusion on the Roster is **NOT** evidence of being a “certified” health care interpreter. The link to the roster is: <http://www.health.state.mn.us/interpreters>

It is the responsibility of the Contract Vendor to ensure the terms and conditions are followed according to the State of Minnesota Contract when business is initiated utilizing the State of Minnesota Contract.

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

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



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REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.:	<u>1</u>	Date of Addendum:	<u>January 6, 2010</u>
Due Date, Time:	<u>January 26, 2010 3:00 p.m.</u>	Revised Date, Time:	<u>n/a</u>
Acquisition Mgmt. Spec.:	<u>Susan Kahle</u>	Agency:	<u>Administration</u>
Web Registration No.:	<u>13590</u>		
Title:	<u>Spoken Interpretation Services: Statewide</u>		

SCOPE OF ADDENDUM

Questions were due on January 5, 2009 are answered as follows:

QUESTION 1: Exhibit H: Cost Proposal / Item number 1 / Page 37 Item #2 reads: "On-site Face-to-Face Legal Interpreter Services" Does this refer to Simultaneous, Consecutive or Both? If it refers to Simultaneous, will interpretation equipment be required?

ANSWER 1: In most cases the interpretation will be consecutive. If simultaneous, the State will either provide the equipment or negotiate and/or bid the equipment separately with the Contract Vendor.

QUESTION 2: Exhibit E: Business Background / Item number 2 / Page 34

Item #2 reads: "If required by law, the responder must have a valid business license issued in the State of Minnesota and must be registered to do business in Minnesota with the Secretary of State and the Minnesota Department of Revenue and submit with their proposal."

Is having a valid business license issued in the State of Minnesota a requirement of this RFP?

ANSWER 2: The State of Minnesota does not require special licensure to provide Interpretive Services. The Proposer may be an individual or organization. There must be a single entity with which the State will contract.

QUESTION 3: Exhibit H: Cost Proposal / Item number 1 / Page 37

Item #1 reads: "On-site Face-to-Face General/Health Care Interpreter Services"

Does this refer to Simultaneous, Consecutive or Both? If it refers to Simultaneous, will interpretation equipment be required?

ANSWER 3: In most cases the interpretation will be consecutive. If simultaneous, the State will provide the equipment or negotiate and/or bid the equipment separately with the Contract Vendor.

QUESTION 4: Exhibit D: Personnel & Training / Reference Number P1 / Page 32

Item #P1 reads: "Provide resumes of key administrative staff (no more than 3). At minimum, the resumes should include training, bilingual skills, nativeness to language, biculturalism, professional certifications and experience in different interpretation areas." In our business, key administrative staff members are not linguists themselves, rather are trained, highly educated experts in their field, such as Management, Marketing, Desktop Publishing,

etc. We reserve language skill requirements for the linguists we utilize. If our key administrative staff members do not have the required language skills as indicated above, would this exclude us from bidding?

ANSWER 4: No. You are still able to bid.

QUESTION 5: Exhibit C: Approach / Reference Number A7 / Page 30.

Item #A7 reads: "The Contract Vendor must maintain complete confidentiality on all documents through security practices/systems...." Can you please explain what types of documents we would receive? Generally on interpretation assignments, all work is done verbally and no documents are exchanged or housed at our facility, unless there are reference materials used for interpreter preparation.

ANSWER 5: There could be a variety of documents provided to the Contract Vendor including names of clients, location of the events and reference materials used for interpreter preparation. Also, the final interpretation documentation/invoice may contain confidential information which the Contract Vendor must also secure if copies are retained.

QUESTION 6: Exhibit C: Approach / Reference Number A4 / Page 29

Item #A4 reads: "Contractor must have regularly scheduled office hours Monday through Friday, including phone scheduling and interpreter service availability 24/7 unless otherwise agreed upon."

Does this mean that the State needs Project Managers available 24/7 to schedule interpreters, or for interpreters to be available to fulfill assignments 24/7 with scheduling?

ANSWER 6: The Contract Vendor must have regularly scheduled office hours Monday through Friday with Project Managers available. It is desired to have 24/7 service available, but not required. Responders must state hours they are available.

QUESTION 7: Exhibit C: Approach / Reference Number A2 / Page 29

Item #A2 reads: "Describe the technology to support a reliable and quick connection between the parties involved..." Does this technology relate to the communication methods used by the project managers for taking requests, scheduling and fulfilling orders, or by the interpreters to complete assignments off-site via technology?

ANSWER 7: The technology could include all of the above items listed. The State is interested in how well the responder can receive and fulfill requests. This proposal does not include telephonic interpretation; the interpreter must be on-site, so special technology is not required for off-site work.

QUESTION 8: Exhibit B: Competency Standards Requirement / Item # 17/ page 28

Item #17 reads: "Complete Appropriate Documentation: Any person doing interpreting will complete appropriate documentation, as required." Can you please explain what documentation Interpreters will be required to complete?

ANSWER 8: Each client may have separate documentation required to ensure billing, reporting and services are recorded correctly. The responder must fully comply with the client's request to complete paperwork required.

QUESTION 9: Special Terms, Conditions, And Specifications / Paragraph 4 / Page 20

The first section of paragraph 4 reads: "The State of Minnesota is seeking qualified individuals and/or firms to provide spoken interpretation service for a variety of languages." Does the State have a list of required languages per geographic area, and/or a list of previously utilized languages by service type (consecutive or simultaneous)?

ANSWER 9: No.

QUESTION 10: Is there an incumbent to this contract and if so can you disclose the Vendor(s)?

ANSWER 10: To receive a list of incumbents and corresponding rates, call 651-296-2600, ask for Aric Wilson to receive a copy of Contract Release S-885(5). There is a fee to receive this information.

QUESTION 11: Special Terms, Conditions, And Specifications / Paragraph 4 / Page 20

The first section of paragraph 4 reads: "The State of Minnesota is seeking qualified individuals and/or firms to provide spoken interpretation service for a variety of languages." Does the State have an established criterion of

what “qualified” means for linguists aside from the Competency Standards Requirement? E.G. years of experience, education, degree, certification, etc. for simultaneous and consecutive interpreters?

ANSWER 11: The State does not have a set amount of experience, education, degree or certification requirements. The State relies on the Contract Vendor to ensure qualified interpreters are provided and requests sample resumes, established competency standards and review the company’s policies on hiring personnel and training.

QUESTION 12: Item #A8 reads: “The Contract Vendor must have measures and practices in place to ensure the security of all facilities and vehicles which will be used to fulfill this Contract, especially those which will house sensitive documents.” Can you please explain what types of documents we would receive? Generally on interpretation assignments, all work is done verbally and no documents are exchanged, transported, or housed at our facility, unless there are reference materials used for interpreter preparation.

ANSWER 12: There could be a variety of documents provided to the Contract Vendor including names of clients, location of the events and reference materials used for interpreter preparation. Also, the final interpretation documentation/invoice may contain confidential information which the Contract Vendor must also secure if copies are retained.

QUESTION 13: Could we review rates presently being offered?

ANSWER 13: To receive a list of incumbents and corresponding rates, call 651-296-2600, ask for Aric Wilson to receive a copy of Contract Release S-885(5). There is a fee to receive this information.

QUESTION 14: Page 24, “Approach to Translation Process” under section “responses will be rated as follows”. You are asking for our approach to “Translation”. Translation is a different skill set than interpreting. Is this an error and should say “Interpreting”?

ANSWER 14: The evaluation team will score this section based on the answers given in your response for Exhibit C – Approach. On occasion, document sight translation is required of the interpreter during consecutive interpretation work.

QUESTION 15: In the cost proposal, Exhibit H, #2 on site Face-to-Face Legal Interpreter Services. Is the State asking for pricing for non-court legal interpreting or does it have to be all inclusive to any legal matter. As you mentioned the MN Supreme Court sets the court interpreter rates. If it is all inclusive, would you expect any deviation from the already set rates?

ANSWER 15: If the interpreter is going to render services outside a federal or state court, the fee is not subject to what the court system has established. Under Title VI of the Civil Rights Act courts, hospitals, social services agencies and covered entities (defined by federal statute) must provide meaningful access even if a certification program does not exist in that said spoken language.

QUESTION 16: Exhibit H – Cost proposal. Is minimum charge available (2 hours)?

ANSWER 16: Responders may propose a minimum charge. Minimum charges will be taken into consideration when scoring the cost proposal.

QUESTION 17: Exhibit A – Definitions. Are we required/do we need to fill out anything for this exhibit.

ANSWER 17: Responders should acknowledge they have read and agree with these definitions.

QUESTION 18: Exhibit B – Competency Standards Requirement. Can we respond to these requirements in the main proposal?

ANSWER 18: Responders should acknowledge they have read and will comply with Exhibit B. Responders should address how they will meet these standards in Exhibit D.

QUESTION 19: Exhibit C – Do we have to follow this format or can we answer these questions in a different format as part of the proposal?

ANSWER 19: Yes, same format should be used. Proposers can download the proposal to obtain a word document in order to more easily format their proposal in the same order as written. See page 21, #12. If you need assistance in downloading, call 651-296-2600.

QUESTION 20: Can we provide a short bio for each person opposed to submitting resumes?

ANSWER 20: Resumes are preferred and may receive higher scores. However, a biography will be accepted.

QUESTION 21: Exhibit H – Cost Proposal. Can we offer different rates for different Geographic zones?

ANSWER 21: Yes. The cost proposal must note which zones are being proposed. Not all zones need to be proposed in order to be considered for a contract award.

QUESTION 22: Exhibit H – Cost proposal. Does the State reimburse for drive time?

ANSWER 22: Reimbursable expenses are **NOT** covered under this Contract, including, but not limited to parking, mileage, and meals. In special circumstances, an exception may be requested by the Agency in advance. Requests must be made in writing to the Acquisition Management Specialist. If reimbursement is approved, receipts must be provided to the agency and mileage will be paid at the current federal rate.

QUESTION 23: Can you advise the name of the incumbent vendor and rates under the existing contract?

ANSWER 23: To receive a list of incumbents and corresponding rates, call 651-296-2600, ask for Aric Wilson and to get a copy of Contract Release S-885(5). There is a fee to receive this information.

QUESTION 24: The overview notes that services are needed for “Spoken Interpretation Services”. Could the State please elaborate if services are for on-site and/or telephonic?

ANSWER 24: The services are for on-site.

QUESTION 25: What are the most required languages?

ANSWER 25: The State does not have a listing of the most required languages.

QUESTION 26: Should the response require the similar format as displayed on Exhibit C?

ANSWER 26: Yes, same format should be used. Proposers can download the proposal to obtain a word document in order to more easily format their proposal in the same order as written. See page 21, #12. If you need assistance in downloading, call 651-296-2600.

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

COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



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STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: Spoken Interpretation Services: Statewide

DUE DATE: January 26, 2010

TIME: 3:00 p.m. Central Time



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112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651. 2434
Fax: 651.297.3996

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: Spoken Interpretation Services: Statewide

DUE DATE: January 26, 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: Susan Kahle
Acquisition Management Specialist
Susan.kahle@state.mn.us

PHONE: 651.201.2434

FAX: 651.297.3996

CONTRACT PERIOD: From the date of Contract execution to January 31, 2011 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: _____

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OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide Spoken Interpretation Services Statewide. 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:

Susan Kahle, CPPB
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: susan.kahle@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	December 23, 2009
Cutoff Date for Questions	January 5, 2009
Response Due Date	January 26, 2010

SUBMITTING QUESTIONS

The deadline for submitting questions is **January 5, 2009**. Questions must be submitted in writing using the question and comment form located in the forms section and submitted 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 5 copies 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 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.

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.**

— **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.

— **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.

— **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.

CHECKLIST

Materials to be Included with Proposal Submission

This list may not be comprehensive, read the RFP thoroughly for information required in this solicitation.

- ☐ One original and 5 copies of proposal and one electronic flash drive or CD
- ☐ 2 copies of cost proposal and one electronic flash drive or CD **sealed in separate envelope**
- ☐ Signature Page (page one of RFP)
- ☐ Signed Addendums (if applicable)
- ☐ Transmittal letter
- ☐ Response to General Terms & Conditions in order presented in the RFP, clearly marked and tabbed
- ☐ Response to Special Terms & Conditions in order presented in the RFP, clearly marked and tabbed
- ☐ Response to Exhibits A-H in order presented in the RFP, clearly marked and tabbed

**IF REQUIREMENTS ARE NOT MET, THE PROPOSAL MAY BE REJECTED
VENDORS MUST ADDRESS ANY REQUIREMENT THAT MAY PREVENT THEM FROM
RESPONDING TO THE RFP UTILIZING THE QUESTION FORM IN THE RFP**

- ☐ Forms included in RFP
 - ___ Affirmative Action Certification
 - ___ Trade Secret Information
 - ___ Affidavit of Non-Collusion
 - ___ Service & Delivery
 - ___ Savings
 - ___ Taxpayer Identification
 - ___ Location of Service
 - ___ Extension to CPV Members
 - ___ Veterans Preference
 - ___ Immigration Status
 - ___ Question & Comment **(must be sent by Question deadline listed in Schedule of Events)**
- ☐ Insurance Requirements – Does not need to be provided with proposal, but must be provided prior to award. Review and ensure company can meet these requirements and that the State is named as additional insured.

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 5 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:

Susan Kahle
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.** Not applicable.

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.** By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388) as provided below.

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of Pollution Control Agency.

Subd. 4. **Manufacturer.** “Manufacturer” means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncombustible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE’s.** “Polybrominated diphenyl ethers” or “PBDE’s” means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include, but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** “Retailer” means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd. 7. **Used product.** “Used product” means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision. 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 3, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

325E.388 PENALTIES. A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed \$1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed \$5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

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 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.

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. **ESTIMATED AMOUNT.** The estimated total dollar value of the Contract for one year is \$150,000 to \$200,000. However, 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. **PURPOSE AND BACKGROUND.** The purpose of this solicitation is to receive responses and award a contract with a vendor or multiple vendors to provide Spoken Interpretation Services for State Agencies and Cooperative Purchasing Venture Members throughout the State of Minnesota.

The State of Minnesota is seeking qualified individuals and/or firms to provide spoken interpretation services for a variety of languages. This RFP will be used to establish Contracts for the accurate interpretation services for general community, health/medical care, legal interpretation and education services in the form of pre-arranged on-site interpreting, pre-arranged video conferencing, and sight interpretation of written text.

Contracts which result from this RFP may be used by all State agencies and Cooperative Purchasing Venture (CPV) members. Although working under a common State Contract, each agency shall be responsible for submittal, payment, and problem resolution of individual purchase orders. Purchase orders will be submitted by the agencies at different times and will likely have different instructions associated with them.

In order to meet the needs of populations for whom the primary language is not English, the State of Minnesota provides spoken language interpretation in the different languages of the populations served by individual agencies. The Contract Vendor must ensure linguistic accuracy and cultural competence in its interpreter services. **This RFP covers the interpretation needs of all state agencies; therefore it is not limited to specific fields** (e.g., medical, educational, legal or technical). The Contract Vendor must provide skillful interpreting services that ensure linguistic accuracy and completeness; cultural competence; strict confidentiality; impartiality; and professional demeanor.

The contract will be utilized by agencies needing ongoing service and also by entities needing temporary service. The final details of the work will be negotiated with awarded vendor(s) and the requesting agency. Proposers must quote their maximum hourly rates for Spoken Interpretation services. Based on volume of service, further negotiations may take place after award, however, the price can NEVER be higher than the maximum rates quoted for this proposal.

The Awarded vendor(s) have the opportunity to market services to all State Agencies and CPV Members as a State Contract Vendor. Legislation passed in the 2009 Legislative Session encourages all municipalities defined in Minn. Stat. § 471.345 to utilize the state's contracts available under the Cooperative Purchasing Venture. To learn more about his program, see: <http://www.mmd.admin.state.mn.us/cpv2.htm>

3. **POST AWARD:** After award and the establishment of the maximum rates of this contract, State Agencies and CPV Members may work with the awarded vendor(s) to analyze Spoken Interpretation needs to establish regularly scheduled service or request service as needed. If a multiple award is made, an agency may contact all of the Contract Vendor(s) who are awarded a contract to assess service for their specific agency and select a vendor based on the assessment and quote for regularly scheduled service. It is understood that special circumstances arise for different entities. These entities will utilize the awarded vendor(s) to solicit proposals for this work.

The Contract Vendor(s) rates quoted for services are maximum rates. Entities may negotiate increased discounts based on the level of service needed and the rates established by the Contract.

4. **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.

5. **FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. 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 termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.
6. **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.
7. **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.
8. **FOREIGN OUTSOURCING OF SERVICE CONTRACTS.** Responders to this solicitation are required to complete the Location Of Service Disclosure and Certification which is attached. This form must be signed and returned with your response.
9. **FOREIGN OUTSOURCING OF WORK PROHIBITED.** All services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.
10. **AWARD OF RELATED CONTRACTS.** In the event the State undertakes or awards supplemental Contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
11. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor Contract for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
12. **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/13590S-885\(5\)ExhibitsA-F.doc](http://www.mmd.admin.state.mn.us/process/admin/documents/13590S-885(5)ExhibitsA-F.doc)

[http://www.mmd.admin.state.mn.us/process/admin/documents/13590S-885\(5\)Forms.doc](http://www.mmd.admin.state.mn.us/process/admin/documents/13590S-885(5)Forms.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.

13. **JOINT VENTURE AND SUBCONTRACTING.** The State does not preclude joint ventures or subcontracting among groups of vendors when responding to the RFP. However, one representative must submit a response on behalf of all the others in the group. Proof of who is legally responsible for the response (and the Contract, if awarded) among the members of the group must accompany the response.

After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the State, subcontract for the performance of any of the Contract Vendor's obligations. The provisions of the Contract shall apply with equal force and effect to all subcontractors engaged by the Contract Vendor and approved by the State. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations contemplated by the Contract.

EXHIBITS

Exhibits are summarized below and provided as separate document. See the Electronic Documents to download portion of the RFP for instructions.

EXHIBIT A - DEFINITIONS

EXHIBIT B - COMPETENCY STANDARDS REQUIREMENT

EXHIBIT C – APPROACH

EXHIBIT D – PERSONNEL

EXHIBIT E - BUSINESS BACKGROUND

EXHIBIT F - LANGUAGES PROVIDED

EXHIBIT G - GEOGRAPHIC ZONES

EXHIBIT H – COST PROPOSAL – **SUBMIT IN SEPARATE SEALED ENVELOPE**

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:

Cost	400
Approach to Translation & Process	150
Personnel	150
Training	100
Business Background	100
Languages Provided	50
Geographic Zones	25
Acceptance of Terms and Conditions	25

TOTAL	1000 Points
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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 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 & 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.

EXHIBITS

EXHIBIT A

DEFINITIONS

While recognizing the need for spoken interpretation on a “concept” basis, rather than word-for-word, the State requires interpretation services to be provided accurately without embellishment or omission. For the purpose of this RFP, the following statements are adopted as definitions of the terms used:

- **Interpretation** is the verbal transfer from the source language into the target language.
- **Target Language** is the language **into** which a message is interpreted.
- **Source Language** is the language **from** which a message is interpreted
- **Target Audience/population** is the group or person for whom the interpretation is needed.
- **General Community Interpreting** is a type of interpreting done to assist those Limited English Proficiency (LEP) clients to gain full access to statutory services such as legal, health, education, local government, and social services.
- **Legal Interpreting** is a type of interpreting that provides an adequate and cognitively parallel transfer of legal text and terminology from one language into another.
- **Health Care Interpreting** is a type of interpreting conveying the health care related context of the source language and culture into the adequate terminology environment of the target language.
- **Cultural Competency** is defined as having knowledge, attitudes, policies, and linkage to the community which enable the Contractor to perform interpretation services that meet the needs of the target population.
- **Sight Interpretation of Text** is defined as verbal interpretation of any written materials provided at an interpretation site.

EXHIBIT B

COMPETENCY STANDARDS REQUIREMENT

As a part of proposal requirements, vendor must respond how they will meet these standards

1. Confidentiality: All information divulged by anyone during any delivery of Interpreter Services is strictly confidential. The person doing the interpreting may reveal information about the client to others only if required to by current law or rule or as authorized by the client.
2. Accuracy: Any person doing the interpreting is expected to transmit the content and spirit of the original language into the other language without omitting, modifying, condensing or adding. If there are problems or misunderstandings with interpreting any information, the person interpreting must advise everyone involved.
3. Impartiality: Any person doing interpreting refrains from interjecting personal opinions or biases into the exchange. Each will withdraw from assignments or situations where personal opinions or biases may affect his/her impartiality.
4. Conflict of Interest: Any person doing interpreting shall inform all parties if s/he has a real or perceived conflict of interest and s/he shall remove her/him self from the interpreting situation. S/he does not need to disclose the nature of the conflict of interest.
5. Maintains Professional Distance: Any person doing interpreting understands the boundaries of her/his role, and refrains from becoming personally involved in the situation.
6. Knows Own Limits: Any person doing interpreting declines to interpret beyond her/his training, level of experience and skills.
7. Self-Introduction: Any person doing interpreting will introduce him/her self to all parties involved and explain his/her role.
8. Self Positioning: Any person doing interpreting will position him/her self to best facilitate communication amongst all parties, unless otherwise directed. Speak "loud and clear," so that all parties can hear you well.
9. Communicate all Parties' Content and Feelings: Any person doing interpreting shall communicate the content and emotions expressed by all parties.
10. Speak in First Person: Any person doing interpreting shall speak in the 1st Person when communicating for both parties. That is, use "I said" in reference to the speaker rather than "he/she said."
11. Speak in Appropriate Mode: Any person doing interpreting shall use consecutive or simultaneous interpretation mode, as appropriate to the situation.
12. Understand Content: Any person doing interpreting will ensure that s/he understands the message to be transmitted by seeking clarification, as needed, from either or all parties.
13. Remains Neutral: Any person doing interpreting must remain neutral by reminding all parties of her/his ethical obligations to be impartial, to be accurate, to maintain professional distance and avoid any conflict of interest.
14. Self-Monitoring and Correction: Any person doing interpreting checks the accuracy of his/her own interpretation. S/he identifies and corrects any misinterpretation for all parties.
15. Cultural Brokering: Any person doing interpreting shares relevant cultural information with all parties involved and will assist all speakers in reaching a mutual understanding.
16. Manage the Flow of Communication: Any person doing interpreting will manage the flow/pace of communication to preserve the accuracy and completeness of all parties' communications.
17. Complete Appropriate Documentation: Any person doing interpreting will complete appropriate documentation, as required

EXHIBIT C

APPROACH

Company Name: _____

REF NUM	<i>APPROACH</i>	
	Description	Vendor Response
A1	Describe the company philosophy of interpretation. The description must address, but is not limited to, the following elements: 1. Cultural competency 2. The role of the interpreter 3. Links to the various linguistic and cultural communities	
A2	Describe the technology to support a reliable and quick connection between the parties involved during the entire project (phone, fax beeper, speaker phone, cellular phones, voice mail messaging).	
A3	Explain policy on the failure of interpreters to appear for scheduled assignments	
A4	Contractor must have regularly scheduled office hours Monday through Friday, including phone scheduling and interpreter service availability 24/7 unless otherwise agreed upon.	
A5	Contract Vendor must contact the State to confirm interpreter availability as soon as possible but no later than eight (8) working hours after the request is made for regularly scheduled appointments. Additional time to fill an order may be granted by the State making the request.	

REF NUM	<i>APPROACH</i>	
	Description	Vendor Response
A6	Some of the information to be interpreted is classified as not public by statute or law. It is mandatory that the Contract Vendor assures compliance with the Minnesota Government Data Practices Act. Also, where applicable, they must assure compliance with the Federal Health Insurance Portability Act. It is the responsibility of the Contract Vendor to assure that its officers and employees and all subcontractors and their officers and employees who come into contact with the information interpreted, in any form, maintain the not public classification of such information through compliance with the requesting agency's data practices policies and procedures.	
A7	The Contract Vendor must maintain complete confidentiality on all documents through security practices/systems and confidentiality agreements with employees. Responders must submit all details of all security and confidentiality measures to be utilized in fulfilling this Contract	
A8	The Contract Vendor must have measures and practices in place to ensure the security of all facilities and vehicles which will be used to fulfill this Contract, especially those which will house sensitive documents.	
A9	Explain your procedures for evaluating the quality and effectiveness of the services provided by your agency on an on-going basis. Include information about frequency of evaluation as well as how your agency takes corrective action if necessary. For example, describe methods used for staff performance evaluations, complaint investigations, and other ways in which your agency monitors service quality and effectiveness.	
A10	Describe your ability to supply detailed and timely invoices to CLIENT both paper and electronic format. Additionally, the agency should use invoices with the format that is now required to enable health care providers to bill in 15-minute units of service. Provide a sample of your invoice format	

REF NUM	<i>APPROACH</i>	
	Description	Vendor Response
A11	Discuss your ability to provide <u>electronic</u> statistical reports stating costs, language breakdowns, and overall usage. Please provide a sample of your reporting format.	
A12	Emergency Services are desired, but not required. Outline your process for providing interpreter services after business hours and on weekends. Voicemail and answering machines are not acceptable for initial contact. Describe your process for responding to these requests.	

EXHIBIT D

PERSONNEL & Training

Company Name: _____

REF NUM	<i>PERSONNEL & TRAINING</i>	
	Description	Vendor Response
P1	Provide resumes of key administrative staff (no more than 3). At a minimum, the resumes should include training, bilingual skills, nativeness to language, biculturalism, professional certifications and experience in different interpretation areas.	
P2	Provide a sampling of interpreters' resumes (no more than 6). At a minimum, the resumes should include training, bilingual skills, nativeness to language, biculturalism, professional certifications and experience in different interpretation areas.	
P3	When requested by the State, Contractor must furnish resumes and other information to permit a proper review of the qualifications of any persons or substitute persons performing services to fulfill the Contractor's obligations herein.	
P4	Describe your process for screening interpreter language skills, proficiency with medical terminology, understanding of the code of ethics, and professional competency in the medical setting.	
P5	List criteria used to select a candidate for a project for an interpretation job.	
P6	Provide an overview your performance measurement system including quality assurance and/or improvement plans to ensure ethical standards and staff competency. Describe how verify interpreter competency is verified.	
P7	Describe your background check process. Agree to conduct background checks on all interpreters, and to insure that they have a valid driver's license and auto liability insurance prior to assignment	

REF NUM	<i>PERSONNEL & TRAINING</i>	
	Description	Vendor Response
T1	Describe the staff development/training programs your agency provides and/or requires both internally and externally for interpreters. Briefly describe the qualifications of the trainers who provide your internal training, your training curriculum, and training schedule, including the frequency and length of training. any outside training or certification that is expected and required. Outline the staff development/training programs your agency provides and/or requires internally for interpreters, as well as the frequency and documentation of training, and any outside training or certification that is expected and required.	
T2	Contractor agrees that all interpreters are properly trained and shall be competent and qualified to perform the tasks assigned to them and shall abide by the Competency Standards as presented in Exhibit B.	
T3	Describe the background and qualifications of your interpreters. Indicate specific relevant experience, such as completion of the University of Minnesota's Community Interpretation Program or similar nationally-recognized programs. Describe any special expertise your staff has in general, medical and legal interpreting.	

EXHIBIT E

BUSINESS BACKGROUND

Company Name: _____

1. The responder must have experience providing interpretation services as an independent contractor or firm for two years. This experience should demonstrate knowledge of the interpretation process, communication skills, and the ability to manage people, projects, and tools.
2. The Proposer may be an individual or organization. There must be a single entity with which the State will contract. This single entity must be lawfully established and authorized to do business in Minnesota. If required by law, the responder must have a valid business license issued in the State of Minnesota and must be registered to do business in Minnesota with the Secretary of State and the Minnesota Department of Revenue and submit with their proposal.
3. The responder must provide 3 reference letters.

EXHIBIT F

LANGUAGES PROVIDED

Company Name: _____

Provide information as requested in the following table.
List the number of sessions in which the company has provided interpretation in the **last year**.

LANGUAGES	# OF INTERPRETERS	# OF SESSIONS GENERAL	# OF SESSIONS LEGAL	# OF SESSIONS MEDICAL/HEALTH CARE	TOTAL # OF SESSIONS PER LANGUAGE

EXHIBIT G

GEOGRAPHIC ZONES

The State desires Spoken Interpretation Services in all geographic areas of the State of Minnesota. A Proposer does NOT need to service all zones in order to be considered responsive. Responders must list in which zones services can be provided. If a responder does not bid a zone, they may add the zone after contract award. **Proposers must be able to meet all required capabilities listed in the RFP in all zones for which they are proposing service.**

Company Name: _____

ZONE	VENDOR CAN PROVIDE ZONE? YES OR NO
Zone 1 – Eleven County Twin Cities Zone Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright	
Zone 2 - Rochester Zone Dodge, Fillmore, Freeborn, Houston, LeSueur, Mower, Olmsted, Steele, Wabasha, Waseca, Winona	
Zone 3 - Mankato - Marshall Zone Blue Earth, Brown, Cottonwood, Faribault, Jackson, Lincoln, Lyon, Martin, Murray, Nicollet, Nobles, Pipestone, Redwood, Rock, Sibley, Watonwan	
Zone 4 - Olivia - Morris Zone Big Stone, Chippewa, Kandiyohi, Lac Qui Parle, Pope, Renville, Stevens, Swift, Traverse, Yellow Medicine	
Zone 5 - Detroit Lakes - Moorhead Zone Becker, Cass, Clay, Douglas, Grant, Hubbard, Otter Tail, Todd, Wadena, Wilkin	
Zone 6 - Thief River Falls - Bemidji Zone Beltrami, Clearwater, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Pennington, Polk, Red Lake, Roseau,	
Zone 7 - Arrowhead Zone Cook, Itasca, Koochiching, Lake, St. Louis	
Zone 8 - Cambridge - Hill City Zone Aitkin, Carlton, Kanabec, Mille Lacs, Pine	
Zone 9 - St. Cloud - Little Falls Zone Benton, Crow Wing, Meeker, McLeod, Morrison, Stearns	

EXHIBIT H
COST PROPOSAL

Company Name: _____
Geographic Zone: _____

Responders must note the geographic zones in which the pricing is valid. It is allowed to submit separate pricing sheets for separate geographic zones. Once the contract is awarded, agencies will review the vendor(s) available and contact vendor(s) to provide assessment and pricing for regularly scheduled service. **The Contract Vendor(s) rates quoted for hourly services are maximum rates. Entities may negotiate increased discounts based on the level of service needed and the rates established by the Contract.**

- Vendors do **not** need to provide services in all zones to be considered responsive
- Vendors do **not** need to provide more than one language to be considered responsive
- Vendors do **not** need to provide both general/medical and legal interpreter services to be considered responsive
- Vendors do **not** need to provide emergency services to be considered responsive

1. **On-site Face-to-Face General/Health Care Interpreter Services**

\$ _____	per hour (1-3 hours)
_____	per hour (4-7 hours)
_____	per hour (8+ hours)

Time will be billed in 15-minute increments after scheduled time has elapsed.

2. **On site Face-to-Face Legal Interpreter Services**

Court Certified-	\$ _____	per hour
Court Roster-	\$ _____	per hour.
No cert or roster	\$ _____	per hour

Time will be billed in 15-minute increments after scheduled time has elapsed. The cost for court interpretation is subject to change during the term of this Contract based on the rates set by the State Supreme Court.

3. **CANCELLATION FEE:** State cancellation policy/fees. Higher points are awarded to vendors with more favorable cancellation policies.

For Example:

- 12 hour notice - NO CHARGE
 - If less than 12 hours notification, guaranteed hours charged
 - If more than 24 hours notification, 0 hours charged
- STATE Cancellation fee policy:

4. **REIMBURSABLE EXPENSES:** No reimbursable expenses are covered under this Contract, including, but not limited to parking, mileage, and meals unless an exception is approved by the Acquisition Management Specialist in special circumstances. If reimbursement is approved, receipts must be included and mileage will be paid at the current federal rate.

5. **EMERGENCY SERVICES:** Explain rates for emergency services.

ADDED VALUE: Submit alternative recommendations and additional value added services. Alternative recommendations should include a separate cost proposal with as much detail as possible. The Proposer will provide an explanation of all such services, including but not limited to, educational programs that are available at no charge and ways for the State to reduce costs and work more efficiently

FORMS

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
LT = Less Toxic
PB = Plant-based
RB = Rebuilt
RC = Recycled Content
(post-consumer: _____ %)
RK = Reduced Packaging

EM = Remanufactured
RE = Repair
US = Used
WC = Water Conserving
MU = Multiple Codes Specify: _____
TO = Other Specify: _____
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.

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

**EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS
(Participation is at the discretion of the CPV member)**

Minnesota Statutes Section 16C.03, subd.10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd.1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program.

- By not agreeing to offer the prices in the response to CPV members, the responder does not jeopardize the opportunity for being awarded the Contract.
- The extension of the use of this Contract to CPV members does not include consulting or engineering services, if included in the Contract.
- Prices to the State cannot be increased as a result of including CPV members.
- CPV members can choose to either use the Contract or not, at their option.
- CPV members, when ordering from the Contract, will use their own regular authorized purchase order.
- CPV members are responsible for payment of any purchase orders issued by them.
- The Contract Vendor shall issue invoices to the CPV members that order from the Contract.
- The State makes no prediction or guaranty of usage by CPV members from the Contract.
- It is not the responsibility of the State to issue orders for CPV members, nor to insure the availability of funds for those orders, nor for payment of invoices resulting from those orders.

By selecting "I agree..." below, the responder agrees to extend their offer to CPV members and to extend all prices and all other terms, conditions, and specifications of the Contract to CPV members (in current membership status as approved by the State's Materials Management Director) at any time during the period of the Contract.

☐ I agree to offer these prices to CPV members.

☐ I do not agree to offer these prices to CPV members.

Authorized signature: _____

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

Type or Print Name Clearly: _____

Title: _____

**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 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 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.

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**

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: _____

QUESTION & COMMENT FORM

Please use this form to ask questions and make comments about the RFP. Submit ONE form for each question. Answers to questions will be posted on the MMD website and will be sent to Vendors who have downloaded a copy of the RFP from the MMD website. Questions will NOT BE attributed, if the form and the instructions are followed. Questions must be submitted in the format provided and by the deadline noted in the RFP Schedule of Events.

Responder:

Representatives Name & Email:

Date Submitted:

Question/Comment Number _____ : (number questions consecutively for your entity).

RFP Section/Paragraph/Page/Attachment Reference _____ : (provide the exact reference to the RFP section/paragraph/attachment being questioned or commented on).

Question/Comment: be as specific and detailed, but brief, as possible. Minnesota will not provide opinion or interpretation of contract law or statute or law. Minnesota may choose not to respond to a question at its option and will simply say “**Minnesota chooses not to respond.**”