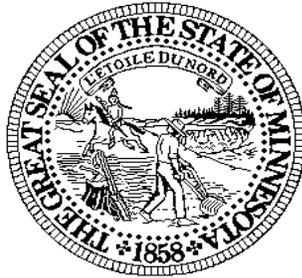


MINNESOTA
DEPARTMENTS OF HUMAN SERVICES
And
Commerce*

REQUEST FOR PROPOSALS



FOR
A QUALIFIED CONTRACTOR(S) TO

Perform Independent Verification and Validation of systems for the Health Insurance Exchange and Department of Human Services Eligibility and Enrollment Systems Modernization (EEX)

For communication assistance, contact Minnesota Relay Service at 7-1-1 or 1-800-627-3529. If you ask, we will give you this information in another form, such as Braille, large print, or audiotape.

October 8, 2012

*The Minnesota Health Insurance Exchange is in the process of transitioning from the Department of Commerce to Minnesota Management and Budget, which will occur during the next few months.

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RFP Summary

Important Dates:

RFP Published October 8, 2012
Questions Due October 22, 2012
Proposals Due November 13, 2012
Anticipated Selection of Successful Responder(s) November 26, 2012
Anticipated Start of Contract January 1, 2013
Anticipated End of Contract December 31, 2015
Anticipated Extensions Two, one year extensions, through December 31, 2017

Number of Copies: 1 original and 6 copies of main RFP response, printed, in 3 ring binders
1 copy in MS Word or PDF format on CD
1 copy of Cost Proposal, in separate sealed envelope

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I. INTRODUCTION

A. PURPOSE OF REQUEST

The Minnesota Departments of Human Services and Commerce are seeking Proposals from qualified Responders for independent verification and validation (IV&V) of systems for the Department of Commerce Health Insurance Exchange (MN HIX) and eligibility and enrollment determinations for programs administered by the Department of Human Services. The project is jointly called EEX (Eligibility, Enrollment and MN HIX).

B. OBJECTIVE OF THIS RFP

The objective of this RFP is to contract with a qualified Responder(s) to perform the tasks and services set forth in this RFP. The term of any resulting contract is anticipated to be for three years, from January 1, 2013 until December 31, 2015, with the option for two one-year extensions.

If sent by U.S. mail, Proposals must be received by 2:30 pm, November 13, 2012 . If hand delivered or sent by carrier (e.g. UPS, FedEx, DHL), proposals must be physically received by 2:30 p.m. Central Time on that date. Delivered proposals must be labeled “IV&V Proposal Submission,” and delivered to 444 Lafayette Road, St. Paul, MN. This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by the Responder.

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

C. BACKGROUND

1. Introduction

Software Independent Verification and Validation (IV&V) is a systems engineering discipline helping a development organization build quality into the application software during the software life cycle.

Validation is concerned with checking that the software meets the user's needs.

Verification is concerned with checking that the system is well-engineered, i.e., it performs according to specifications and requirements.

For the purposes of this RFP “independent” means:

- independent from the State, pursuant to 45 CFR §95.626 and 45 CFR 307.15(b)(10);
- technically independent: the provider cannot organizationally be or have been, nor use any personnel who are or were, involved in the initial planning, system design, software

development or implementation effort for this or any other State's Health Insurance Exchange or Eligibility and Enrollment Systems modernization, nor can they enter into any such engagement during the term of this Contract; and

- Managerially independent: departmentally and hierarchically separate from the software development and program management organizations.

Vendors are required to certify that they meet this definition of independent on Appendix A – Responder Information/Declarations.

The definition of activities included under software IV&V is necessarily quite broad, and includes both technical and management-based activities. The Federal approach to IV&V differs somewhat from the international standard for software IV&V, namely that found in the *Institute of Electrical and Electronic Engineers (IEEE) Standard for Software Verification and Validation* (IEEE Std 1012-2004). Contrary to the international standard, Federal IV&V does not require a continuous on-site presence or extensive testing, nor does it perform actual quality assurance activities or other remediations. It instead imposes periodic reviews of software development projects that include site visits employing various industry standards to conduct artifact analysis with interviews of a project's team and stakeholder in order to fashion a comprehensive "snapshot" of a project's management and technical processes at work at a given point-in-time.

Another distinction the reader will note is in the inclusion of the word "Independent" in front of Verification and Validation (V&V). In other words, Independent V&V is the set of verification and validation activities performed by an agency not under the control of the organization that is developing the software. IV&V services must be provided and managed by an organization that is *technically* and *managerially independent* of the subject software development project. This independence takes two mandatory forms. First, *technical independence* requires that the IV&V services provider not organizationally be or have been, nor use personnel who are or were, involved in the software development or implementation effort, or for that matter participated in the project's initial planning and/or subsequent design. Such technical independence helps ensure every IV&V review report is free of personal or professional bias, posturing, or *goldplating*. Secondly, *managerial independence* is required of the IV&V services provider to ensure that the IV&V effort is vested in an organization departmentally and hierarchically separate from the software development and program management organizations. Such managerial independence helps ensure that the IV&V service provider is able to deliver to both State and Federal executive leadership and management, findings and recommendations of an IV&V review without restriction, fear of retaliation, or coercion (e.g., reports being subject to prior review or approval from the development group before release to outside entities, such as the Federal government.)

This procurement document defines the IV&V services required by the Minnesota Departments of Human Services and Commerce in support of the eligibility and enrollment systems modernization and Health Insurance Exchange (EEX) automation efforts. This work will serve to fulfill the Department of Human Services' obligation under the federal regulations mentioned above. The work must fulfill (on the part of DHS) and coordinate with (on the part of Commerce) the work under the mandated risk management and initial and annual audit requirements applicable to both agencies, pursuant to M.S. §§ 16E.01 and 16E.04, which require:

- All IT projects estimated to cost more than \$5,000,000 to have a risk assessment and development of a risk mitigation plan completed by an entity outside of State government.
- All IT projects with a total expected project cost of more than \$5,000,000 to be monitored by the State's CIO, and report on the performance of the project.
- All IT projects with a total expected cost of more than \$10,000,000 to perform an annual independent audit that conforms to published project audit principles.

The Department of Commerce has already undertaken a Risk Assessment for the MN HIX, under a contract with aeritae Consulting Group, Ltd. It is expected that the vendor will coordinate the work under this RFP with that work, so as not to duplicate efforts. The Contract and resulting work products will be provided to the selected vendor.

2. Minnesota Depart of Human Services Eligibility and Enrollment Systems Modernization

The Minnesota Department of Human Services (DHS) is the lead agency for modernizing eligibility and enrollment systems (EE) for programs administered by the Department. Eligibility and enrollment functions are currently performed in disparate systems in the following major program areas:

- Children and adult services, including child welfare, vulnerable adults, and home and community-based services
- Child support enforcement
- Health care eligibility determinations and enrollment into managed care organizations, when applicable
- Chemical and mental health services
- Economic support programs, including food support, child care assistance, and cash assistance

Additionally, DHS is charged with ensuring that portions of the Medicaid population (those whose eligibility meet the Modified Adjusted Gross Income (MAGI) tests¹) have eligibility and enrollment determinations made by the MN HIX, and that the DHS and MN HIX systems are interoperable and seamless to applicants.

The modernization effort includes replacing and integrating existing software applications that exist throughout the Department. The goal of DHS is to implement an enterprise level product that will support automation of the many functions of the DHS enterprise, using a single set of current technologies, and that allow us to be more agile in responding to the changing needs of our clients and partners, while continuing to meet Federal and legislative requirements. The goals of the new system will be to:

¹ Section 2002 of the ACA amends section 1902(3) of the Social Security Act (42 U.S.C. 1396a(e)) to include a new section, §14, titled "Income Determined Using Modified Adjusted Gross Income." Subparagraph (E) of this new section states, "Each State shall submit to the Secretary for the Secretary's approval the income eligibility thresholds proposed to be established using modified adjusted gross income and household income,[and] the methodologies and procedures to be used to determine income eligibility using modified adjusted gross income and household income... To the extent practicable, the State shall use the same methodologies and procedures for purposes of making such determinations as the State used on the date of enactment of the Patient Protection and Affordable Care Act."

- Make it easier for an individual to navigate what has historically been a fragmented and duplicative system
- Increase the speed and accuracy of desired and mandated changes
- Allow portability across platforms
- Allow the externalizing of rules
- Support a highly modularized approach to development and implementation
- Support interoperability in a service oriented architecture
- Reduce unnecessary administrative burdens and redirect resources to services that are essential to achieving better outcomes at lower cost. This is especially urgent at a time when state, local, and tribal governments face large budget shortfalls.
- Facilitate coordination across DHS divisions and across the agencies with which we work
- Realize efficiency, promote program integrity, and improve program outcomes
- Serve the full range of human need more effectively and efficiently
- Support outcome measurement

DHS will be procuring a vendor(s) to support the design and implementation of a comprehensive, fully integrated human services delivery and management system, including:

- Case management
- Eligibility determination
- Benefit payment and collections
- Health care enrollment
- Child support collections and payments functions
- Related functions involved in the delivery of these services for programs administered by DHS (e.g. reporting, interfaces, case conversion)

Work on the DHS eligibility and enrollment systems modernization is likely to be phased in, with the modules that must interoperate with the MN HIX being designed and implemented first, in time to meet the January 1, 2014 deadline described below, modules necessary to support all other health care eligibility and enrollment also being implemented and certified by respective federal agencies no later than January 1, 2014, and modules for other human services programs implemented by December 31, 2017. This last phase will likely extend beyond the December 31, 2015 enhanced funding deadline, but the goal is to get as much of the system implementation completed by the deadline as possible.

This systems modernization effort is governed by requirements and oversight of several Federal agencies:

- CMS: Centers for Medicare & Medicaid Services
- CCIIO: Center for Consumer Information and Insurance
- ACF: Administration for Children and Families
- OCSE: Office of Child Support Enforcement
- FNS: USDA Food and Nutrition Service

3. Department of Commerce Health Insurance Exchange

Under the Federal Patient Protection and Affordable Care Act (ACA) enacted in March of 2010 (Public Law 111-148 and 111-152), new mechanisms for comparing and obtaining health care coverage are created called Health Insurance Exchanges (“MN HIX”). Exchanges must be

operational in each State by January 1, 2014. By January 1, 2013, a State must have taken the necessary steps to have an Exchange operational by January 1, 2014 or the U.S. Department of Health and Human Services (HHS) will establish one on a State's behalf. An Exchange is an organized competitive marketplace to facilitate the comparison, choice, and purchase of health care coverage for individuals and employees of small businesses. Through an Exchange, individuals and employees will have access to comparable information on costs, benefits, health care providers, quality, and customer satisfaction for an array of coverage options, and they can use this information to choose and enroll in the health benefit plan that best fits their personal and family needs. Exchanges will also assist eligible individuals and small businesses to receive premium tax credits and cost-sharing reductions or help individuals enroll in federal or state health care programs. By engaging consumers in a one-stop shopping experience with transparent information, Exchanges will make purchasing health insurance easier and more understandable, put more control and choice in the hands of individuals and employees of small businesses, and incent greater market competition.

The MN HIX will carry out a number of functions that include:

- Ensuring that health insurers and health Insurance plans meet certain standards for Exchange participation;
- Providing comparative information on costs, benefits, health care providers, quality, and customer satisfaction using a standard format;
- Determining individual, employer, and employee eligibility for MN HIX participation, exemptions from individual coverage responsibilities, premium tax credits and cost-sharing reductions, Federal and State health care programs, and potentially other social service programs;
- Facilitating “real-time” eligibility determination and enrollment using a uniform format, to the extent possible;
- Sharing information with federal and state agencies regarding eligibility, administration of tax credits and cost-sharing reductions, exemptions from individual coverage responsibilities, etc.;
- Communicating with employers regarding employee eligibility, coverage choices and defined contribution, coverage initiation and cancellation, potential employer coverage requirement liability, etc.;
- Establishing the ability for a call center to access the website;
- Operating a “Navigator” program to provide outreach, education, and assistance to individuals and employers. Navigators may be brokers/agents, community-based organizations, or other types of individuals/organizations capable of meeting yet to be determined requirements to be certified as a Navigator; and
- Aggregate and process payments from multiple sources for health plan enrollment, Navigator/broker services and funding operations. Processes include billing, accepting, transferring, reconciling and communicating payments and/or payment information by interfacing with multiple entities, including individuals, employers, employees, third parties on behalf of individuals, state agencies, federal data service hub, insurers, navigators/brokers, and other potential entities.
- For more information about the MN HIX, see:
<http://mn.gov/commerce/insurance/topics/medical/exchange/Planning-for-Exchange/>
The contract is listed under the “Contract” tab.

4. Interoperability

Because pieces of what are currently DHS' eligibility and enrollment (for the MAGI population) are going to be determined by the MN HIX in the future, and because CMS requires DHS' eligibility and enrollment for health care to interoperate with the MN HIX², the Departments have decided to jointly issue a request for proposal so that one IV&V vendor will review the modules and other components required in the MN HIX and any modules or system development necessary to implement DHS' eligibility and enrollment systems modernization.

5. Conflict of Interest Exclusion

Any contractor (and its subcontractors) serving in the role of IV&V Service Contractor/Provider to the State EEX Project is prohibited from soliciting, proposing, or being awarded any project management, quality assurance, software design, development, or other manner of planning, design, development, or implementation phase activity on the subject EEX Project for which these IV&V services are being procured. This exclusion likewise extends to any other project within the Departments that may interact with or otherwise provide services to the subject EEX Project or to the Departments during the full term of this contract. This exclusion is executed in accordance with Federal regulations at 45 CFR Parts 95.626(b) and 307.15(b)(10)(ii), which require that this IV&V effort, "... be conducted by an entity that is independent from the State (unless the State receives an exception from the Department/OCSE)." For purposes of clarity, HHS and OCSE have defined "the State" in the above regulatory citation as being a State's IT project, the respective state agencies, and the agencies' umbrella agency or Department. The exclusion extends to any provider who is or was involved in the initial planning, system design, software development or implementation effort for this or any other State's Health Insurance Exchange or Eligibility and Enrollment Systems modernization. The primary purpose of this exclusion is to ensure the IV&V Service Provider does not find itself involved with any real or perceived conflicts of interest. Such conflicts of interest could be alleged were the IV&V Service Provider found to be reviewing work products, deliverables, and/or processes for which they currently are or were responsible to plan, design, develop, implement, or operate. Therefore, these exclusions seek to ensure the credibility of the IV&V Service Provider, or in the words of an old colloquialism, to prevent, "the fox watching the hen house." All exceptions to this conflict of interest exclusion will require Federal CMS, CCIIO, ACF, FNS and OCSE written approval prior to any exception being granted to the IV&V Service Provider.

6. Contractor Capability

The offeror must have a demonstrated ability to perform the following activities, which are the same as those stated in Federal regulations at 45 CFR Parts 95.626 and 307.15 (**Please Note: these are required capabilities, not necessarily deliverables. See Section II.B. for deliverables**):

- a. Development of a project work plan. The plan must be provided directly to the cognizant Federal Office(s) at the same time it is given to the State.
- b. Review and make recommendations on both the management of the EEX Project, both State and vendor, and the technical aspects of the EEX Project. The results of this analysis

² See section 2.7 <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf>

- must be provided directly to the cognizant Federal Office(s) at the same time it is given to the State.
- c. Consultation with all stakeholders and assessment of the user involvement and buy-in regarding system functionality and the system's ability to meet program needs.
 - d. Conducting an analysis of past EEX Project performance (schedule, budget) sufficient to identify and make recommendations for improvement.
 - e. Providing a risk management assessment, develop a risk management plan, create risk response plans, and provide capacity planning services, taking into consideration risk assessment work done prior to this engagement by the MN HIX.
 - f. Developing performance metrics which allow tracking of EEX Project completion against milestones set by the State.
 - g. The offeror must also possess the corporate knowledge and experience demonstrating the following capabilities and capacities: at least five years' experience successfully completing IV&V with systems of a similar size and scope, including risk assessments and planning as well as project audits
 - h. Developing a project management plan, including recommendations for: adequate staff; staff skills, positions and abilities; equipment resources; training and facilities; and functional responsibility and authority within a structured project organization.
 - i. Analyzing EEX Project management; evaluate EEX Project progress, resources, budget, schedules, work flow and reporting.
 - j. Reviewing and analyzing EEX Project management planning documents.
 - k. Reviewing and analyzing EEX Project software development documents.
 - l. Reviewing and monitoring development processes to ensure they are being documented, carried out, and analyzed for improvement.
 - m. Assessing the EEX Project's Configuration Management (CM) function/ organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.
 - n. Performing a detailed review of EEX Project deliverables for accuracy, completeness, and adherence to contractual and functional requirements.
 - o. Performing a detailed review of the system documentation (Requirements, Design, Training, Test, and Management Plans, etc.) for accuracy and completeness.
 - p. Performing a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.
 - q. Performing a detailed review of the EEX to ensure adherence to industry and federal security standards
 - r. Performing and documenting comprehensive project management audit that assesses the project management methodology being followed, the best practices applied, the development and delivery of project management artifacts, and the maturity of project management practices within the Project.
 - s. Inventorying and reviewing the application software for completeness and adherence to programming standards for the EEX Project.

- t. Analyzing application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.
- u. Reviewing the process for tracking of business and technical requirements to their source and review the process established during the planning phase for requirements traceability throughout the subsequent development/implementation phase. Reviewing the traceability of system requirements to design, code, test, and training.
- v. Assessing and recommending improvement, as needed, to assure maintenance of a data center, including data center input to the EEX Project regarding operational and maintenance performance of the application.
- w. Assessing and recommending improvement, as needed, to assure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.
- x. Assessing and recommending improvement, as needed, to assure appropriate user and developer training is planned and carried out.
- y. Reviewing system hardware and software configuration and report on any compatibility and obsolescence issues.
- z. Reviewing and analyzing system capacity studies.
- aa. Assessing the EEX Project's governance structures and reporting methodologies by reviewing governance agreements, reporting and decision making structures; along with making recommendations regarding appropriate governance processes.
- bb. Assessing and recommending improvement, as needed, for all system security and system security documentation.

Responders must demonstrate that they have these capabilities as part of the Technical Requirements portion of the Response, 2.c., Relevant Responder Experience/Resumes of Lead Responder Staff

II. SCOPE OF WORK

A. Scope of Services

Using pre-defined checklists and similar tools founded on industry standards, the IV&V Service Provider staff will interview and observe EEX Project Management staff, DHS and MN HIX Program staff, the EEX Project Development Contractor staff (including any sub-contractors), observe project meetings and activities to understand the processes, procedures, and tools used in the EEX Programs and EEX Project environments, and review and analyze for adherence to accepted, contractually-defined industry standards, all applicable and available documentation. As a result of these interactions and reviews of the applicable EEX Project documentation, the IV&V Service Provider will produce a structured, exception-based assessment report that objectively illustrates the strengths and weaknesses of the Project, on no less than a quarterly basis. This assessment report must also include, as applicable, the audit deliverables (an initial and annual audits through the life of the project), and risk assessment deliverables (an initial risk assessment with risk responses and subsequent reviews on no less

than a quarterly basis). Given the tight timelines for the EEX project, it may be necessary to have frequent reports. The first assessment must be completed within 45 days of execution of the contract. The IV&V Service Provider will also provide recommendations for correcting the weaknesses that the assessment reports identify. Additionally, the IV&V Service Provider must report any anomaly or deviation from the project work plan within 24 hours of discovery.

To ensure the independence of the IV&V effort, all deliverables will be submitted concurrently to CMS, CCHIO, ACF, FNS and OCSE, and to the State CIO when a copy is transmitted to the cognizant State Contract Manager. This includes all workplans, review checklists, Deliverables Observation Review (DOR) reports, and draft and final Quarterly Review (QR) reports. Final documents will likewise be delivered to CMS, CCHIO, ACF, FNS and OCSE, and the State CIO by the IV&V Service Provider at the same time that they are submitted to the Departments of Human Service and Commerce.

It is imperative that the IV&V Service Provider maintain data protection. The IV&V Service Provider will be reviewing proprietary systems and will also potentially have access to protected health information. Besides the data protection clauses in Section 7 of the Contract, all IV&V Service Provider staff will be required to sign non-disclosure agreements.

B. IV&V Standards

Applicable tasks and activities will be performed in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard 1012-2012. The IV&V Service Provider will also use all other applicable, lifecycle-appropriate IEEE Standards (e.g., Software Life Cycle Process; Software QA Plans; Developing Software Project Lifecycle Process; Configuration Management Plans; and, Requirement Specifications, etc., to name a few, in their active standard status) in assessing the State's EEX Project. Further, the IV&V Service Provider will employ the Capability Maturity Model Integrated (CMMI), and the Project Management Institute's Project Management Body of Knowledge (PMBOK) Fourth Edition, and the PMBOK - Government Extension Third Edition, as additional standards by which to assess the EEX Project. Offerors to this contract must clearly and thoroughly describe in their technical response, their approach to using, at a minimum, these three industry standards (CMMI, PMBOK, IEEE) Where an offeror has a similar, corresponding, but different set of minimum standards than those cited above, the offeror will be expected to cross-reference or otherwise map how their own standards meet the same level of detail and scope of review as the industry standards for IV&V cited herein (e.g., CMMI, PMBOK and IEEE.) **Failure to provide this cross-referencing of standards in the offeror's proposal will be deemed as being non-responsive to this solicitation for purposes of evaluation of the offeror's proposal.**

IV&V services will be performed periodically, through performance of no less than quarterly IV&V reviews, as part of a larger oversight role of the day-to-day operations and management of the EEX Project by state and federal entities. To support the IV&V Service Provider in this role in a timely manner, the IV&V Service Provider shall have complete access to EEX Project documents, facilities, and staff during normal business hours as required to carry out its oversight role. The IV&V Service Provider shall have access to all key staff on site at the EEX Project location(s) daily, as needed to observe meetings, review deliverables and documentation, conduct interviews, etc., in order to ensure a high level of integrity and confidence in the IV&V Service Provider's EEX Project oversight and monitoring.

The following section contains lists of individual IV&V activities. All activities in Sections C through N are mandatory IV&V activities and are requirements of this solicitation. The activities should be costed and scheduled in the offeror's IV&V Project Management Plan and reported on in the Initial and Periodic IV&V Reports.

C. IV&V Project Management

IV&V PROJECT MANAGEMENT		
TASK ITEM	TASK #	TASK DESCRIPTION
IV&V Management Plan	IM-1	As the first deliverable the IV&V provider shall develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. (see <i>Deliverables</i> for more details)
Conduct Initial Review	IM-2	Prepare and deliver an Initial IV&V report on the required activities. Report on status of each activity. (see <i>Deliverables</i> for more details)
Conduct Periodic Review(s)	IM-3	Prepare and deliver a Follow-up IV&V report on the required activities. Report on status of each activity and progress since the previous report. (see <i>Deliverables</i> for more details)
Management Briefing	IM-4	Prepare and deliver a formal presentation(s) on the status of the IV&V project. Presented as required, with at least ten (10) business days notice. No more than once a month. (see <i>Deliverables</i> for more details)

D. Planning Oversight

TASK ITEM	TASK #	TASK DESCRIPTION
Procurement	PO-1	Verify the procurement strategy supports State and Federal project objectives.
	PO-2	Review and make recommendations on the solicitation documents relative to their ability to adequately inform potential vendors about project objectives, requirements, risks, etc.
	PO-3	Verify the evaluation criteria are consistent with project objectives and evaluation processes are consistently applied; verify all evaluation criteria are metric-based and clearly articulated within the solicitation documents. The vendor is not part of the evaluation team.
	PO-4	Verify that the obligations of the vendor, sub-contractors and external staff (terms, conditions, statement of work, requirements, technical standards, performance standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined. This includes verifying that performance metrics have been included that will allow tracking of project performance and progress against criteria set by the State.
	PO-5	Verify the final contract for the vendor team states that the vendor will participate in the IV&V process, being cooperative for coordination and communication of information.
Feasibility Study	PO-6	Perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.

	PO-7	Review and evaluate the MN HIX Planning, Level One and Level Two grants and the DHS PAPD(U)/IAPD(U) documents.
	PO-8	Review and evaluate the Cost Benefit Analysis to assess its reasonableness.

E. Project Management

TASK ITEM	TASK #	TASK DESCRIPTION
Project Sponsorship	PM-1	Assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.
	PM-2	Verify that executive sponsorship has bought in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project. Periodically test the lines of communication.
	PM-4	Evaluate project progress, resources, budget, schedules, work flow, and reporting.
	PM-5	Assess coordination, communication and management to verify agencies and departments are not working independently of one another and following the communication plan.
Project Management	PM-6	Verify that a project management plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and completed.
	PM-7	Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
	PM-8	Verify milestones and completion dates are planned, monitored, and met.
	PM-9	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
	PM-10	Evaluate the system's planned life-cycle development methodology or methodologies (agile, waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
	PM-11	Report any anomaly or deviation from the project work plan within 24 hours of discovery.
Business Process Reengineering	PM-12	Evaluate the project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
	PM-13	Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
	PM-14	Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-15	Verify that a Project Risk Management Plan, Risk Assessment, and Risk Response Plan are created and being followed. Evaluate the projects risk management, assessment and response plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
Change Management	PM-16	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and

		prepared for.
Communication Management	PM-17	Verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
Configuration Management	PM-18	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.
	PM-19	Verify that all critical development documents, including but not limited to requirements, design, code and job control language are maintained under an appropriate level of control.
	PM-20	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
	PM-21	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
	PM-22	Verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization and timely scheduling of maintenance actions.
	PM-23	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
	PM-24	Review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-25	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
	PM-26	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
	PM-27	Examine historical data to determine if the project/department has been able to accurately estimate the time, labor and cost of software development efforts.
	PM-28	Evaluate the Projects phases, and evaluate that each phase is compatible with information architecture standards and policies, that the goal of each phase can be accomplished with the appropriated funds, and that the project (phase) supports the enterprise information technology strategy. This information must be communicated to the State CIO, pursuant to M.S. §16E.0465
Project Personnel	PM-29	Examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for the development task.
	PM-30	Evaluate the State's hiring plan for the project to verify that adequate human resources will be available for development and maintenance.
	PM-31	Evaluate the State's personnel policies to verify that staff turnover will be minimized.
Project Organization	PM-32	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project.
	PM-33	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
Subcontractors and External	PM-34	Evaluate the use of sub-contractors or other external sources of project staff (such as IS staff from another State organization) in project development.

Staff	PM-35	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) are clearly defined.
	PM-36	Verify that the subcontractors' software development methodology and product standards are compatible with the system's standards and environment.
	PM-37	Verify that the subcontractor has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project
	PM-38	Verify that any proprietary tools used by subcontractors do not restrict the future maintainability, portability, and reusability of the system.
State Oversight	PM-39	Verify that State oversight is provided in the form of no less than monthly status reviews and technical interchanges, pursuant to M.S. §16E.01, and phase reviews, pursuant to M.S., 16E.0465 .
	PM-40	Verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
	PM-41	Verify that State staff has the ultimate responsibility for monitoring project cost and schedule.
Project Audit	PM-42	Conducting an initial audit to establish a baseline, that meets the requirements of M.S. §16E.01.
	PM-43	Conducting an annual Project audit, using the approved initial audit as the basis.

F. Quality Management

TASK ITEM	TASK #	TASK DESCRIPTION
Quality Assurance	QA-1	Evaluate and make recommendations on the project's Quality Assurance (QA) plans, procedures and organization.
	QA-2	Verify that QA has an appropriate level of independence from project management.
	QA-3	Verify that the QA organization monitors the fidelity of all defined processes in all phases of the project.
	QA-4	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs.
	QA-5	Verify that project self-evaluations are performed and that measures are continually taken to improve the process.
	QA-6	Monitor the performance of the QA contractor by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports.
	QA-7	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
	QA-8	Verify that the QA vendor provides periodic assessment of the Capability Maturity Model Integration (CMMI) activities of the project and that the project takes action to reach and maintain CMMI Level4 (Managed).
	QA-9	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement.
Process Definition and	QA-10	Review and make recommendations on all defined processes and product standards associated with the system development.

Product Standards	QA-11	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
	QA-12	Verify that the processes and standards are compatible with each other and with the system development methodology.
	QA-13	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel

G. Training

TASK ITEM	TASK #	TASK DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills.
	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users.
	TR-4	Verify that all necessary policy and process and documentation is easily available to users.
	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times.
	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers.
	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.

H. Requirements Management

TASK ITEM	TASK #	TASK DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's process and procedures for managing requirements.
	RM-2	Verify that system requirements are well-defined, understood and documented.
	RM-3	Evaluate the allocation of system requirements to hardware and software requirements.
	RM-4	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
	RM-5	Verify that requirements are under formal configuration control.
Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained.
	RM-7	Evaluate the projects restrictions on system and data access.
	RM-8	Evaluate the projects security and risk analysis.
	RM-9	Verify that processes and equipment are in place to back up client and project data and files and archive them safely at appropriate intervals.

Requirements Analysis	RM-10	Verify that an analysis of client, State and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations.
	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
	RM-12	Verify that all stakeholders have bought in to all changes which impact project objectives, cost, or schedule.
	RM-13	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs
	RM-14	Verify that user's maintenance requirements for the system are completely specified
	RM-15	Perform an exhaustive review of the Requirements Traceability Matrix (RTM) at project outset, and periodically, to ensure that Minnesota, federal, and other requirements are being met and the RTM remains up to date
Interface Requirements	RM-16	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
	RM-17	Verify those approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-18	Verify that all system requirements have been allocated to either a software or hardware subsystem.
	RM-19	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation.
Reverse Engineering	RM-20	If a legacy system or a transfer system is or will be used in development, Verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

I. Operating Environment

TASK ITEM	TASK #	TASK DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements.
	OE-2	Determine if hardware is compatible with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
	OE-3	Evaluate current and projected vendor support of the hardware, as well as the State's hardware configuration management plans and procedures.
	OE-4	Evaluate management and oversight of the inventory of hardware, warranties, or hardware maintenance agreements.
System Software	OE-5	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements. This includes evaluation of COTS software products that are part of the EEX solution.
	OE-6	Determine if the software is compatible with the State's existing hardware and software environment, if it is maintainable, and if it is easily upgradeable. This evaluation will

		include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols. This includes evaluation of COTS software products that are part of the EEX solution.
	OE-7	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures. This includes evaluation of COTS and SaaS products that are part of the EEX solution
	OE-8	Evaluate management and oversight of software licenses.
Database Software	OE-9	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements.
	OE-10	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing (OLTP) environment.
	OE-11	Evaluate any current and projected vendor support of the software, as well as the State's software acquisition plans and procedures.
System Capacity	OE-12	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing.
	OE-13	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure.
	OE-14	Evaluate the results of any volume testing or stress testing.
	OE-15	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth.
	OE-16	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

J. Development Environment

TASK ITEM	TASK #	TASK DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development.
	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
	DE-3	Current and projected vendor support of the hardware will also be evaluated, as well as the State's hardware configuration management plans and procedures.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements.
	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the State's existing hardware and software environment.
	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
	DE-7	Language and compiler selection will be evaluated with regard to portability and

		reusability (ANSI standard language, non-standard extensions, etc.)
	DE-8	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures.

K. Software Development

TASK ITEM	TASK #	TASK DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
	SD-2	Evaluated the design products for adherence to the project design methodology and standards.
	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and Computer-aided Software Engineering (CASE) tools used will be evaluated and make recommendations.
	SD-4	Verify that design requirements can be traced back to system requirements.
	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins.
Detailed Design	SD-6	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
	SD-7	The design products will also be evaluated for adherence to the project design methodology and standards.
	SD-8	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made.
	SD-9	Design standards, methodology and CASE tools used will be evaluated and recommendations made.
	SD-10	Verify that design requirements can be traced back to system requirements and high level design.
	SD-11	Verify that all design products are under configuration control and formally approved before coding begins.
Job Control	SD-12	Perform an evaluation and make recommendations on existing job control and on the process for designing job control.
	SD-13	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
	SD-14	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
	SD-15	Evaluate the appropriate use of operating system (OS) scheduling software.
	SD-16	Verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-17	Evaluate and make recommendations on the standards and process currently in place for code development.
	SD-18	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size.
	SD-19	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility.

	SD-20	Evaluate the coding standards and guidelines and the projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format including secure coding principles.
	SD-21	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers.
	SD-22	Evaluate the project's use of software metrics in management and quality assurance.
Unit Test	SD-23	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
	SD-24	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment.
	SD-25	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.

L. System And Acceptance Testing

TASK ITEM	TASK #	TASK DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
	ST-2	Evaluate the level of automation and the availability of the system test environment.
	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
	ST-4	Verify that the test organization has an appropriate level of independence from the development organization.
Pilot Test	ST-5	Evaluate the plans, requirements, environment, tools, and procedures for pilot testing the system.
	ST-6	Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
	ST-7	Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.
	ST-8	Verify that test results are verified, that the correct code configuration has been used, and that the tests runs are appropriately documented, including formal logging of errors found in testing.
	ST-9	Verify that the test organization has an appropriate level of independence from the development organization.
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards.
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the subcontractor.

	ST-14	Verify that training in using the contractor-supplied software is be on-going throughout the development process, especially If the software is to be turned over to State staff for operation.
	ST-15	Review and evaluate implementation plan.

M. Data Management

TASK ITEM	TASK #	TASK DESCRIPTION
Data Conversion	DM-1	Evaluate the State's existing and proposed plans, procedures and software for data conversion.
	DM-2	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
	DM-3	Determine conversion error rates and if the error rates are manageable.
	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Database Design	DM-5	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements.
	DM-6	Recommend improvements to existing designs to improve data integrity and system performance.
	DM-7	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity and security.
	DM-8	Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation.
Data Protection	DM-9	Evaluate the protection of data, especially personally identifiable information (PII), regardless of where it is located in the project

N. Operations Oversight

TASK ITEM	TASK #	TASK DESCRIPTION
Operational Change Tracking	OO-1	Evaluate statewide system's change request and defect tracking processes.
	OO-2	Evaluate implementation of the process activities and request volumes to determine if processes are effective and are being followed.
Customer & User Operational Satisfaction	OO-3	Evaluate user satisfaction with system to determine areas for improvement
Operational Goals	OO-4	Evaluate impact of system on program goals and performance standards.
Operational Documentation	OO-5	Evaluate operational plans and processes.
Operational Processes and Activity	OO-6	Evaluate implementation of the process activities including backup, disaster recovery and day-to-day operations to verify the processes are being followed.

O. TASKS/DELIVERABLES

The following table identifies the anticipated deliverables. The State reserves the right to request additional analyses, as needed. Likewise, the IV&V Service Provider may suggest development of additional deliverables in specific areas. The State must authorize the need for any additional deliverables prior to their development.

Where applicable, the deliverable must be developed in accordance with CMMI, PMBOK, and IEEE (or substantially and acceptably similar) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be delivered to the Federal CMS, CCIIO, ACF, FNS, and OCSE, the State CIO, and the State prior to its use, and described in the final deliverable. All deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

Copies of all deliverables will be delivered simultaneously to the State, the State CIO, and to the Federal CMS, CCIIO, ACF, FNS, and OCSE. Frequencies of deliverables are provided in the table below. The State reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The IV&V Service Provider must notify the State of an anticipated delay of a deliverable, as far in advance of the due date as possible.

1. Description of IV&V Contract Deliverables

TASK	DELIVERABLE	TIME PERIOD
8.1.1 Develop IV&V Management Plan	IV&V Management Plan	<p>To be initially delivered within the first thirty (30) days from the date of contract award, and updated and delivered one-week prior to the commencement of the onsite portion of each Initial and Periodic IV&V Review. The IV&V Management Plan shall contain the following:</p> <ul style="list-style-type: none"> a. Resumes of all Key IV&V Service Provider personnel; b. A schedule describing the next two-IV&V Review periods, including tasks, activities, deliverables, and milestones, and will show the schedule's critical path reflecting both IV&V Service Provider's and State's delivery and response milestones; c. An organization chart reflecting the IV&V Service Provider's team, including the team's place within the IV&V Service Provider's corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback; d. A narrative description of all deliverables, including expected format, content, and organization, to be

TASK	DELIVERABLE	TIME PERIOD
		<p>developed and delivered during the next two IV&V Reviews (12 months). This must include the Initial and Annual Project Audit reports, Risk Management Plan, Risk Assessment, and Risk Response Plan; and,</p> <ul style="list-style-type: none"> e. As Appendices, all applicable, Project lifecycle-appropriate IV&V Checklists to be utilized during the next two IV&V Reviews.
8.1.2 Develop IV&V Review Checklists	IV&V Checklists	<p>These are IV&V Checklists, presenting in Question and Answer format, elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development, and Engineering disciplines as found in IEEE, CMI, and PMBOK industry standards, at a minimum.</p> <p>The IV&V Checklists are to be compiled and delivered on an ongoing basis, with the first checklists being delivered applicable to the project lifecycle phase to be monitored and reviewed within the Initial IV&V Review period, with such checklist delivery made prior to the onsite portion of the review being performed. As IV&V work progresses and project lifecycle phases change, applicable, updated IV&V Checklists will be delivered, as needed, prior to commencement of the on-site portion of that respective, periodic IV&V Review.</p>
8.1.3 Conduct Initial IV&V Review	IV&V Review Activities	<p>The Initial IV&V Review will commence within sixty (60) days from the date of contract award, with the first activity of the Initial IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10 calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <ul style="list-style-type: none"> a. Submit to IV&V Contract Manager a schedule of onsite review activities to be performed with State Project and Department; b. Submit to IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; and; c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V

TASK	DELIVERABLE	TIME PERIOD
		<p>Service Provider.</p> <p>Upon completion of the onsite portion of the review, the IV&V Service Provider will leave the Project site and at their own place of business review and analyze collected Project artifacts and draft the Initial IV&V Review Report.</p>
<p>8.1.4 Initial IV&V Review Report (Project Audit)</p>	<p>Initial IV&V Review Report (Project Audit) (Draft and Final)</p>	<ul style="list-style-type: none"> a. An Initial IV&V Review Report (Draft Version) will be delivered to Federal CMS, CCIIO, ACF, FNS, and OCSE, the State CIO, and the IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the Initial IV&V Review. b. Federal CMS, CCIIO, ACF, FNS and OCSE will review this Draft Version and provide comments and ACF Priorities that will be incorporated to the Draft Version of the Initial IV&V Review Report and a revised report will be released to the State's Project and Department five (5) calendar days after receipt of Federal comments and Priorities to the Draft Version of the Initial IV&V Review Report. c. The Initial and Annual Project Audit Reports, Risk Management Plan, Risk Assessment, and Risk Response Plan documents must be submitted directly to the State CIO simultaneously with delivery to the State Contract Manager. The State CIO will review and approve these documents, and once approved, retain original documents on file at MN.IT Central. d. State Project and Department comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the Initial IV&V Review Report. e. The IV&V Service Provider will correct mistakes of fact to the Draft Version of the Initial IV&V Review Report, and append to the Draft Version all other Department comments, and redeliver the Initial IV&V Review Report, marked as Final, to CMS, CCIIO, ACF, FNS, and OCSE, the State CIO, and the IV&V Contract Manager, the State Project and the Department. This Final Version of the Initial IV&V Review Report deliverable concludes the Initial IV&V Review.

TASK	DELIVERABLE	TIME PERIOD
8.1.5 Conduct Periodic Review(s)	Periodic IV&V Review Activities	<p>Periodic IV&V Reviews will commence six (6) months following the start of the previous IV&V review, with the first activity of the Periodic IV&V Review being the onsite review. The IV&V Service Provider will be restricted to conducting its onsite review within a 10 calendar day period. This onsite portion of the Initial IV&V Review will include the following activities:</p> <ol style="list-style-type: none"> a. Submit to IV&V Contract Manager a schedule of onsite review activities to be performed with State Project and Department; b. Submit to IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; c. Submit to IV&V Contract Manager a list of Project Documentation to be provided for IV&V Service Provider review, and, d. Submit to IV&V Contract Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Service Provider. <p>Upon completion of the onsite portion of the Periodic Review, the IV&V Service Provider will leave the Project site and at their own place of business review and analyze collected Project artifacts and draft the respective Periodic IV&V Review Report.</p>
8.1.6 Periodic IV&V Review Report (Project Audit)	<p>Periodic IV&V Review Report (Project Audit) (Draft and Final)</p> <p>Annual Project Audit is minimum standard</p>	<ol style="list-style-type: none"> a. A Periodic IV&V Review Report (Draft Version) will be delivered to Federal CMS, CCIIO, ACF, FNS, and OCSE, the State CIO, and the IV&V Contract Manager (at same time) sixty (60) calendar days after the start of the onsite portion of the respective Periodic IV&V Review. b. Federal CMS, CCIIO, ACF, FNS, and OCSE, and the State CIO will review this Draft Version and provide comments and Federal and State Priorities that will be incorporated to the Draft Version of the Periodic IV&V Review Report and a revised report will be released to the State's Project and Department five (5) calendar days after receipt of Federal and State comments and Priorities to the Draft Version of the respective Periodic IV&V Review Report. c. State Project and Department comments to the Draft Version of the Periodic

TASK	DELIVERABLE	TIME PERIOD
		<p>IV&V Review Report will be returned to the IV&V Service Provider within 20 calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report.</p> <p>d. The IV&V Service Provider will correct mistakes of fact to the Draft Version of the respective Periodic IV&V Review Report, and append to the Draft Version all other Department comments, and redeliver the Periodic IV&V Review Report, marked as Final, to CMS, CCIIO, ACF, FNS, OCSE, the State CIO, the IV&V Contract Manager, the State Project and the Department. This Final Version of the respective Periodic IV&V Review Report deliverable concludes the respective Periodic IV&V Review.</p>
8.1.7 Prepare debriefing and deliver for CMS, FNS, CCIIO, ACF, and OCSE	Formal debriefing presentation(s) to the Department, Agency, Project, and CMS,FNS, CCIIO, ACF, and OCSE on the respective IV&V Review Report.	If desired by and requested by the Project Team, Agency, and Department, the IV&V Service Provider will prepare and deliver a debriefing related to the latest, respective (Initial or Periodic) IV&V Review Report's results to the Department, Agency, Project, and CMS, CCIIO, ACF, FNS, and OCSE. Any such debriefing must be conducted within 5 calendar days of delivery of the Final Version of the respective (Initial or Periodic) IV&V Review Report. Debriefings prior to this milestone within the IV&V Services contract, whether during the course of an onsite review, or subsequent IV&V Service Provider review, analysis, and report creation timeframe, or prior to delivery of the respective IV&V Review Report under this contract, is prohibited.
8.1.8 Prepare and deliver invoices for payment.	Contract invoicing.	No more than once a month during active work conducting a semi-annual (Initial or Periodic) IV&V Review.
8.1.9 Prepare and deliver Monthly Status Reports.	Contract Status Reporting To IV&V Contract Manager, and EEX Project Manager	No more than once a month during active work conducting a semi-annual (Initial or Periodic) IV&V Review, inform the IV&V Contract Manager and EEX Project Manager of current contract status, availability of IV&V Service Provider key personnel, work and deliverables expectations prospective to the next 60 days in contract schedule.
8.1.10 Deliverable Observation Report (DOR)	Performed reviews of project artifacts, processes or deliverables not otherwise defined herein this scope of work, as-needed in a special scope of work between State and IV&V Service Provider.	If desired and requested by the Project Team, Agency, and Department, the IV&V Service Provider will prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contract Manager (for delivery to the State Project, etc..) and CMS, CCIIO, ACF FNS, and OCSE, at the same time, presenting an

TASK	DELIVERABLE	TIME PERIOD
		analysis of a prescribed deliverable or other task not specifically referenced by this scope of work. Examples of such focused Deliverables Observation Reports include: a network capacity, bandwidth, and throughput analysis; and, independent analysis of compliance of a project deliverable with contract specifications, etc. The State Project, Agency, and Department may receive a debriefing on the results of such a DOR from the IV&V Service Provider only with the concurrence and attendance of CMS, CCIIO, ACF, FNS, and OCSE.
8.1.11 Archive Documents	Periodic Archive Creation and Delivery of all project artifacts and research materials and contract deliverables	A complete CD-ROM archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Workplan (PMW). Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Service Provider during the course of their latest IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.

All deliverables shall be approved by the State in order for the task which produced them to be considered complete. In all cases, payments to the IV&V provider shall be contingent upon State approval of deliverables. No review will be considered complete until the approved documentation is delivered to and reviewed by the Federal CMS, CCIIO, ACF, FNS and OCSE, the State CIO, and the State.

For instances wherein the IV&V Service Provider delivers a one-time, focused report, whether solicited by the State or unsolicited, the proposal for review of some project artifact, process, or deliverable, called a Deliverable Observation Review (DOR), must include descriptions of the actions that shall be taken to produce the DOR Report, a proposed format and content outline for each DOR deliverable, and obtain State approval prior to any commencement of work.

The State must approve, in writing, changes to milestones, deliverables or other material changes to the contract prior to implementation of changes. The State may require concurrence of the Federal CMS, CCIIO, ACF, FNS, and OCSE, and the State CIO in any changes prior to their implementation.

2. IV&V Format and Content Reporting Requirements

All deliverables, reports, analyses, etc., whether in draft or final, must be delivered by the IV&V Service Provider directly to the Federal CMS, CCIIO, FNS, ACF and OCSE, and the State CIO at the same time they go to the State. In this regard, in addition to the Federal CMS, CCIIO, ACF, FNS, and OCSE, and the State CIO, the IV&V Service Provider should ensure delivery to the IV&V Contract Manager who is the State entity responsible for IV&V deliverables dissemination to the State's Project, Agency, Departmental, and Stakeholder personnel. The State may not modify, or reject any IV&V Review Report beyond recommendations to amend mistakes of fact. State comments to all

IV&V Review Report findings will only be appended to the respective report.

For each area evaluated, the report should contain the current status of the State's effort, including any pertinent historical background information. The report should also contain a detailed analysis of each area, which answers, at the least, the following general questions:

- What is the State's current process in this area?
- What's good about the State's process?
- What about the State's process or technology needs improvement?
- Is the State making measurable progress in this area?
- Is the effort within the triple constraints of budget, scope, and schedule?
- What standards is the project following (State, industry [IEEE, SEI, ISO, etc.,] internally)?
- Is the appropriate documentation and are other project artifacts accurate and up-to-date?
- Is there adequate Stakeholder involvement in the Project?
- Is there active participation by Project Sponsors?
- Are best practices and metrics employed to identify issues, progress, performance, etc.?
- What is the status of previously identified concerns?
- Have Milestones been approved:
- Have there been deviations from budget, scope, and schedule?
- If there are deviations, have they been documented on project change requests?
- If there are deviations, what were the root causes, and what corrective measures were taken or are planned to bring the project back into control?
- What is the status of the risk plan?
- Have there been project staffing changes, from either the state or vendor side?

Responses should be quantified whenever possible. The report should also contain detailed recommendations in each area specifying what can be done immediately and in the long term to improve the State's operation. Any technologies, methodologies, or resources recommended should reflect industry standards and be appropriate for the unique circumstances and constraints of the EEX Project. The recommendations should also specify a method of measuring the State's progress against the recommendations.

Follow-up reports should have quantified information on the progress that the State has made against the recommendations from the previous review. The follow-up report should also contain any additional and/or modified recommendations at the same level of detail as the initial recommendations. All report findings and recommendations should be historically traceable (with a clear and consistent method of identification/numbering) from the time they are first reported by the IV&V Service Provider until closure.

Unless otherwise agreed upon, the deliverables for this contract shall be provided in hardcopy form and on electronic media, using the following software standards (or lower convertible versions).

Contractor may propose other software standards that may be used in the Project, upon approval of the State.:

DOCUMENT TYPE	FORMAT
Word Processing	Microsoft Word 2010, or newer
Spreadsheets	Microsoft Excel 20010, or newer
Graphics	Microsoft PowerPoint 2010, or newer Microsoft Visio
Project Management	Microsoft Project 2010, or newer

As previously stated, all drafts and final deliverables shall be provided to the Federal CMS, CCIIO, ACF, FNS, and OCSE, and the State CIO at the same time they are provided to the State (i.e., IV&V Contract Manager). As previously stated, the State cannot modify or reject a report prior to submission.

3. State Furnished Items

Workspace for up to three contractor staff while on-site at the project for the duration of the contract. The workspace will include desk or tables, phone and access to the projects' LAN. The contractor is expected to have regular office space separate from the EEX Project site.

Prior to access to the projects' LAN, the contractor's staff will be required to pass privacy and security training courses furnished by the State, complete a Vendor Security Questionnaire (VSQ) and sign non-disclosure agreements. Access to the LAN must be made only through connectivity provided by the State.

Access to EEX Project information, including, but not limited to, technical documentation and EEX Project status data.

Access to State and contractor project personnel for information related to the project.

The State is not responsible for providing clerical or administrative support to the IV&V Service Provider.

III. PROPOSAL FORMAT

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Responder's risk and may, at the discretion of the State, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section II - *Scope of Work* and agree to the contract conditions specified throughout the RFP.

A. REQUIRED PROPOSAL CONTENTS

Responses to this RFP must consist of all of the following components (See following sections for more detail on each component). Each of these components must be separate from the others and uniquely identified with labeled tabs.

1. Table of Contents
2. Technical Requirements
 - a. Statement of Understanding
 - b. Proposed Work Plan
 - c. Relevant Responder Experience/Resumes of Lead Responder Staff. This portion of the Response must demonstrate the capabilities listed in I.C.6., Contractor Capability
 - d. Financial Stability and Professional Responsibility of Responder
3. Required Statements
 - a. Responder Information and Declarations. This Statement must include a certification that the Responder meets the definition of “independent,” in I.C.1.
 - b. Exceptions to Terms and Conditions
 - c. Affidavit of Noncollusion
 - d. Trade Secret/Confidential Data Notification
 - e. Preference to Targeted Group and Economically Disadvantaged Business and Individuals
 - f. Affirmative Action Data Page
 - g. Certification and Restriction on Lobbying
 - h. Veteran-Owned Preference Form
 - i. Certification of Drug-Free Workplace
4. Appendix (*If Applicable*)

Any additional information thought to be relevant, but not applicable to the prescribed format, may be included in the Appendix of your Proposal.
5. Cost Proposal

B. TECHNICAL REQUIREMENTS PROPOSAL

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

1. *Statement of Understanding*

This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP, the nature of the contract, and any problems anticipated in accomplishing the work. Specifically, the Proposal should demonstrate the Responder's familiarity with the project elements, a summary of its solution(s) to the problems presented and knowledge of the requested services and/or deliverables.

2. *Proposed Work Plan*

The Responder should provide a description of the deliverables to be provided along with a detailed work plan that identifies how the major tasks are to be accomplished. The work plan should provide sufficient information to be used as a scheduling and managing tool. The work plan should show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Responder should include proposed staffing for the project. Responder should include its risk assessment/management plan.

3. *Relevant Responder Experience, Resumes of Lead Responder Staff*

The Responder should demonstrate the length, depth, and applicability of prior experience in providing the requested services. This component of the Proposal must include previous experiences that will demonstrate the Responder's ability to deliver the services requested in this RFP, including those described in I.C.6., Contractor Capability. Responder must identify entities for which it has supplied similar services to those requested in the RFP. If such organizations are identified, Responder should include each identified organization's name and address, and the name, title and telephone number of a contact of each organization. Responder should also provide a narrative description of the actual services provided to the organization(s). Describe what role, if any, staff proposed for this project had in the referenced service. Letters of reference may be included.

The Responder should also demonstrate the skill and experience of proposed lead staff. At a minimum, resumes must be provided for employees who would be assigned lead responsibilities on this Project. Resumes should describe the education, professional affiliations, and other relevant background of the lead staff to be assigned to this project. No change in the Successful Responder's personnel assigned to this project will be permitted without the prior approval of the State Program Manager.

Key Personnel

Each proposal for IV&V services must include a resume with the experience and skills of the key personnel proposed for the IV&V Service Provider contract. For purposes of this solicitation, all contractor staff supplying services to this IV&V contract are key personnel. In addition to providing resumes for all key personnel, each proposal for IV&V services must also specify by name, the position descriptions, titles, and areas of responsibility of the IV&V personnel who actually will work on the EEX Project.

The contractor and the State agree that the key personnel are critical to the performance of the contract and, therefore, the State has the right of refusal for any personnel replacements, substitutions, or reassignments of duties of key personnel assigned to the IV&V services contract. The State will also be notified, in writing, of any requests for changes to the personnel assigned to the IV&V contract tasks. Likewise, after contract award, the IV&V provider shall secure written approval from the State prior to making any changes to key personnel. In all instances, qualifications for suggested staff changes should be comparable with those being replaced. Finally, all offerors to this solicitation must be aware that the State must submit key personnel information to the cognizant Federal Office for their review and approval of those contractor's key

personnel to this contract prior to contract award, and that all subsequent personnel changes may require prior Federal review and approval, and that these approvals are in addition to any State approvals.

This portion of the response must demonstrate that the Responder has the capabilities required in Contractor Capability, I.C.6.

Subcontractors. The IV&V Responder must identify any subcontractors they are proposing to use, with identification of staff and skill sets. Subcontractors must be subject to the same terms (e.g., data protection, non-disclosure) as the IV&V vendor.

4. *Financial Stability and Professional Responsibility of the Responder*

It is crucial that the State locate reliable vendors to serve our clients. The Successful Responder must be both fiscally and professionally responsible. Therefore, Responders must include in their Proposals both sufficient financial documentation to establish their financial stability and satisfactory information regarding their professional responsibility.

Financial information may include a current Financial Statement, a copy of an independent audit conducted within the last year, documentations of cash reserves to carry you through shortages or delays in receipt of revenue, and/or other documents sufficient to substantiate responsible fiscal management. In the event a Responder is either substantially or wholly owned by another corporate entity, the Proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Responder in each and every term, covenant, and condition of such contract as may be executed by the parties. Please also include information about any pending major accusations that could affect your financial stability.

Professional responsibility information includes providing information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past six years against your organization or its employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All Proposals must also include information about pending litigation and/or litigation resolved within the past two years that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, and the dollar amount being requested as damages, and if resolved, what the resolution was (e.g. settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with \$x damages awarded, verdict for Responder, etc.).

Responder should also submit information which demonstrates recognition of their professional responsibility. This may include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within DHS who may be involved in the decision-making process, and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization's Proposal may be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a Responder's financial and professional status.

D. REQUIRED STATEMENTS

The following are required statements that must be included with your Proposal. Complete the correlating forms found in the RFP Appendix and submit them as the "Required Statements" section of your Proposal.

1. Responder Information and Declarations

Complete and submit the attached "*Responder Information and Declarations*" form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. This form includes a certification that the Responder meets the definition of "independent" described in I.

2. Exceptions to RFP Terms

Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. Responders who object to any condition of this RFP must note the objection on the attached "*Exceptions to RFP Terms*" form. If a Responder has no objections to any terms or conditions, the Responder should write "None" on the form.

Responder should be aware of the State's standard contract terms and conditions in preparing its response. A sample State of Minnesota, Department of Human Services, Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that any exceptions to the terms of the standard State contract which give the Responder a material advantage over other Responders may result in the Responder's Proposal being declared nonresponsive. Proposals being declared nonresponsive will receive no further consideration for award of the Contract. Also, Proposals that take blanket exception to all or substantially all boilerplate contract provisions will be considered nonresponsive Proposals and rejected from further consideration for contract award.

3. Affidavit of Noncollusion

Each Responder must complete and submit the attached “*Affidavit of Noncollusion*” form.

4. *Trade Secret/Confidential Data Notification*

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the State has completed negotiating the contract with the Successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the Contract or by law.

If the Responder submits information in response to this RFP that it believes to be trade secret/confidential materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37, and the Responder does not want such data used or disclosed for any purpose other than the evaluation of this Proposal, the Responder must:

- a. clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “**TRADE SECRET**” or “**CONFIDENTIAL**” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;
- b. fill out and submit the attached “*Trade Secret/Confidential Information Notification Form*”, specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;
- c. satisfy the burden to justify any claim of trade secret/confidential information. Use of generic trade secret/confidential language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret/confidential exception and will not be considered by the State in the event of a data request is received for Proposal information; and
- d. defend any action seeking release of the materials it believes to be trade secret and/or confidential, 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 this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

The State reserves the right to reject a claim if it determines Responder has not met the burden of establishing that the information constitutes a trade secret or is confidential. **The State will not consider prices or costs submitted by the Responder to be trade secret materials.** Any decision by the State to disclose information designated by the Responder as trade secret/confidential will be made consistent with the Minnesota Government Data Practices Act and other relevant laws and regulations. If certain information is found to constitute a trade secret/confidential, the remainder of the Proposal will become public; only the trade secret/confidential information will be removed and remain nonpublic.

The State also retains the right to use any or all system ideas presented in any Proposal received in response to this RFP unless the Responder presents a positive statement of objection in the Proposal. Exceptions to such Responder objections include: (1) public data, (2) ideas which were known to the State before submission of such Proposal, or (3) ideas which properly became known to the State thereafter through other sources or through acceptance of the Responder's Proposal.

5. *Preference to Targeted Group and Economically Disadvantaged Business and Individuals*

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

6. *Affirmative Action Data Page--Human Rights Compliance*

For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached “*Affirmative Action Data*” page. As required by Minn. R. 5000.3600, “It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency.”

7. *Certification Regarding Lobbying*

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached “*Certification Regarding Lobbying*” form.

8. *Veteran-Owned Preference*³

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs’ Center for Veteran Enterprises (CVE Verified) will receive a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

9. Certification of Drug-Free Workplace.

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S. C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989 regulations were amended and published as PartII of the May 25, 1990 Federal Register (Pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Human Services.

E. COST PROPOSAL

Responders must use the attached “*Cost Proposal Sheet*” form to submit their Cost Proposal. The Cost Proposal must be submitted as a **separate and sealed** part of the Proposal and clearly identified as the Cost Proposal. **Do not include any cost information in the Technical Requirements part of the Proposal.** The Technical and Cost Proposals must be open for acceptance until a contract is approved, the RFP is cancelled, or 180 days after the submission deadline for the RFP, whichever comes first.

The rate(s) identified in the Cost Proposal must reflect all costs, including but not limited to: mass mailings, fees, commissions, compensation, equipment and other charges by the Responder for the service and/or deliverable. For purposes of completing the Cost Proposal, Responder should know that the State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished. The contract will contain no cost-of-living adjustment provision.

IV. RFP PROCESS

³ Note: In accordance with Minn. Stat. §16C.06, subd. 10, preference points are not cumulative and will be capped at 6%.
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B. RESPONDERS' QUESTIONS

Responders' questions regarding this RFP must be submitted **in writing prior to 2:30 p.m. Central Daylight Time on October 22, 2012**. All questions must be addressed to:

IV&V Proposal Questions
Attention: Nina Terhaar
MN.IT Services @ DHS
Department of Human Services
540 Cedar St.
St. Paul, MN 55164-0966
Phone (651) 431 - 2144

Questions may also be e-mailed to Nina.Terhaar@state.mn.us. E-mail questions are preferred.

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

Questions will be addressed in writing and distributed to all identified prospective Responders. Responders interested in bidding, but who do not have questions, must identify themselves as a prospective Responder by 2:30 pm on October 22, 2012. Every attempt will be made to provide answers timely, with the intent that they are sent to prospective Responders no later than October 31, 2012.

C. PROPOSAL SUBMISSION

If sending by U.S. mail, Proposals must be physically received (not postmarked) by 2:30 p.m, November 13, 2012 to be considered. If hand delivering or using a carrier service (e.g. UPS, FedEx, DHL) Proposals must be physically received by 2:30 p.m. on that date. Late Proposals will not be considered and will be returned unopened to the submitting party. **Faxed or e-mailed Proposals will not be accepted.**

The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11 inch paper, single spaced. The size and/or style of pictures, graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder's discretion. All Proposals must contain the following:

1. **One (1) original and six (6) copies of the Technical Proposal** (which includes everything **except** for cost information). Clearly label the original "**Technical Proposal – Original**". **The Technical Proposal must not contain any cost information.**

2. **One (1) original copy of the Cost Proposal.** Clearly label the original "Cost Proposal – Original". Place the Cost Proposal original and copies in a **sealed envelope separate from the Technical Proposal**. Write "Cost Proposal" and the Responder's name and address clearly on the outside of the envelope.
3. **One CD with electronic copies of the Technical Proposal, in Microsoft Word or PDF format.**

The three Sections, including required copies, must be submitted in a single package or container. Insert the sealed Cost Proposal envelope within the Proposal package or container, making sure that no cost information is included with the Technical Proposal. The above-referenced packages and all correspondence related to this RFP must be delivered to:

Attention: Nina Terhaar
IV&V Response
MN.ITS Services
Department of Human Services
444 Lafayette Rd. N.
St. Paul, MN 55155
Phone (651) 431 - 2144

It is solely the responsibility of each Responder to assure that their Proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.**

V. PROPOSAL EVALUATION AND SELECTION

A. OVERVIEW OF EVALUATION METHODOLOGY

1. All responsive Proposals received by the deadline will be evaluated by the State. Proposals will be evaluated on "best value" as specified below, using a 100 point scale (70 possible technical points and 30 possible cost points). The evaluation will be conducted in four phases:
 - a. Phase I Required Statements Review
 - b. Phase II Evaluation of Technical Proposal. Points for Targeted Group and Economically Disadvantaged Groups and Individuals, and for Veteran-Owned preference will be added after the evaluation scores for the technical proposal have been completed.
 - c. Phase III Evaluation of Cost Proposals
 - d. Phase IV Selection of the Successful Responder
2. During the evaluation process, all information concerning the Proposals submitted, except identity of Responders, will remain non-public.
3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to the State or that the State exercised its right to reject any or

all Proposals. At its discretion, the State may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

B. EVALUATION TEAM

1. An evaluation team will be selected to evaluate Responder Proposals.
2. State and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

C. EVALUATION PHASES

At any time during the evaluation phases, the State may, at the State’s discretion, contact a Responder to: (1) provide further or missing information or clarification of their Proposal, (2) provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that the State will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. Phase I – Required Statements Review

Responders must provide each of the requirements identified in these sections to move to Phase II. The Required Statements will also be reviewed for submission by the Responder of the optional Preference to Targeted Group and Economically Disadvantaged Business and Individuals or the Veteran-Owned Preference Form (See Phase II.d.).

2. Phase II - Evaluation of Technical Proposals

- a. Points have been assigned to the non-cost component areas. The total possible points for the non-cost component areas are as follows:

	<u>Component</u>	<u>Total Possible Points</u>
i.	Statement of Understanding	5
ii.	Proposed Work Plan	30
iii.	Relevant Responder/Worker Exp.	25
iv.	Financial Stability and Professional Responsibility	5
v.	No exceptions to terms of RFP	5

Total: 70

- b. The evaluation team will review the components of each responsive

Proposal submitted. Each component will be evaluated on the team's evaluation of the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.

- c. After reviewing the Proposals, the members of the evaluation team will rate each Proposal component using the following formula:

Component	
<u>Rating</u>	<u>Point Factor</u>
Excellent	1.0
Very Good	0.875
Good	0.75
Satisfactory	0.625
Poor	0.5

- d. After the Evaluation scores are completed, points for Targeted Group, Economically Disadvantaged Groups and Individuals, and for Veteran-Owned preference will be added

3. Phase III - Evaluation of Cost Proposals

- a. **Prior to evaluation in Phase III, no Cost Proposal will be reviewed and all will remain sealed.**
- b. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- c. The Cost Proposals will be examined to determine if they are complete, in compliance with the requirements of this RFP, accurate in their calculation, and consistent with their technical counterpart. Any Cost Proposal that does not meet these criteria may be considered nonresponsive and rejected.
- d. Cost will be of significant importance in selecting a Responder(s) deemed qualified to provide all the requested services, but will not be the sole determining factor. Cost will account for a possible 30 points.
- e. Points for Cost Proposals will be awarded as follows:

Lowest cost will be determined by the Cost Proposal rate submitted by the Responder. The Proposal with the lowest cost will receive 100% of the available points. The other Proposals will receive points using the following formula:

$$\frac{\text{Lowest Proposal Rate}}{\text{Rate of Other Proposal}} \times \text{Max. Pts.} = \text{Pts.}$$

EXAMPLE (Using 25 points as maximum): If Responder A submitted the lowest rate of \$11,500, and Responder B submitted a rate of \$12,000, Responder

A would receive 25 points and Responder B would receive 23.95 points $(11,500 \div 12,000 \times 25 = 23.95)$

4. Phase IV - Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I, II, and III will be considered in Phase IV.
- b. The evaluation team will review the Proposal scores in making its recommendations of the Successful Responder(s). A Responder's total score will be the sum of the scores received for the Technical Proposal and the Cost Proposal, along with any points awarded as bonus and/or for being a Targeted Group and Economically Disadvantaged Business and Individuals, an eligible veteran-owned businesses.
- c. The State may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. The State may require said response to be written, oral, or both. The State will only use written responses for evaluation purposes. This may include requesting one or more Responders' "Best and Final" offers on price or technical requirements, or both. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation based on the above-described evaluation process. The Successful Responder(s), if any, will be selected approximately **twenty days** after the Proposal submission due date.
- e. The final award decision will be made by the Commissioner of the Minnesota Department of Human Services or his or her authorized designee ("Commissioner"). The Commissioner may accept or reject the recommendation of the evaluation team.

D. CONTRACT NEGOTIATIONS AND UNSUCCESSFUL RESPONDER NOTICE

If a Responder(s) is selected, the State will notify the Successful Responder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by the State.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may recommend another Responder(s). The final award decision will be made by the Commissioner. The Commissioner may accept or reject any subsequent recommendation of the evaluation team.

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

VI. REQUIRED TERMS AND CONDITIONS

- A. **Requirements.** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the Contract. The requirements are set forth throughout this RFP and are contained in the attached Draft Contract.
- B. **Governing Law/Venue.** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.
- C. **Travel.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- D. **Preparation Costs.** The State is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.
- E. **Contingency Fees Prohibited.** Pursuant to Minn. Stat. §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
- F. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Insurance Requirements

1. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the contract.
2. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - a. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** amounts are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

State of Minnesota named as an Additional Insured

- c. **Commercial Automobile Liability:** Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- d. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** amounts:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Contractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

3. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of

Contractor's performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Include legal defense fees in addition to its liability policy limits, with the exception of G.2.d above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

4. The State will reserve the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

5. The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to commencing work under the contract.

H. *Nonvisual Access Standards*

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

I. *Criminal Background Check Required*

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's DHS Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension. or
- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

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

By submission of a proposal for services in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. In the event of contract award, CONTRACTOR shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc> All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

VII. STATE'S RIGHTS RESERVED

Notwithstanding anything to the contrary, the State reserves the right to:

- A. Reject any and all Proposals received in response to this RFP;
- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

- D. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- E. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders' "Best and Final" offers as to price, technical provisions, or both;
- F. Extend the contract, in increments determined by the State, not to exceed a total contract term of five years; and
- G. Cancel the Request for Proposal at any time and for any reason with no cost or penalty to the State.
- H. Correct or amend the RFP at any time with no cost or penalty to the State. If the State should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Successful Responder, all Responders will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. The State will not be liable for any errors in the RFP or other responses related to the RFP.
- I. Alter the composition of the evaluation team and their specific responsibilities.

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APPENDICES TO FOLLOW

APPENDICES

Appendix A – Responder Information/Declarations

RESPONDER INFORMATION

Responder Name:

Website:

Address:

Telephone Number:

CONTACT INFORMATION

Contact Name:

Title:

Telephone Number:

Fax Number:

E-mail:

Name(s) of individuals involved with the preparation of this Proposal (to assist in determining potential conflict of interest):

The above-named Responder submits the attached Proposal in response to the following Minnesota Department of Human Services Request for Proposals (state which RFP you are responding to):

By submission of this Proposal, Responder warrants that:

1. The information provided is true, correct and reliable for purposes of evaluation for potential contract award. Responder understands that the submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
2. It is competent to provide all the services set forth in its Proposal.
3. Each person signing a section of this Proposal is authorized to make decisions as to the prices quoted and/or duties proposed and is legally authorized to bind the company to those decisions.
4. If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, Responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.
5. To the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. Responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which will include a description of the action which Responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization

conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the State’s rights.

6. No attempt has been made or will be made by Responder to induce any other person or firm to submit or not to submit a Proposal.
7. In connection with this procurement, the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Responder or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by Responder prior to award, either directly or indirectly, to any other Responder or competitor.
8. The services and prices stated in this Proposal (both Technical and Cost Proposals) will remain open for acceptance by the State until a contract is awarded, the RFP is cancelled, or 180 days after the deadline for Proposal submission, whichever comes first.
9. Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.
10. If there is a reasonable expectation that the Responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, Responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and Comptroller General of the United States.
11. If, at any time after a Proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, Responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within ten (10) working days after forming the relationship.
12. The Responder meets the definition of “independent:”
 - independent from the State, pursuant to 45 CFR §95.626 and 45 CFR 307.15(b)(10);
 - technically independent: the provider cannot organizationally be or have been, nor use any personnel who are or were, involved in the initial planning, system design, software development or implementation effort for this or any other State’s Health Insurance Exchange or Eligibility and Enrollment Systems modernization; and
 - Managerially independent: departmentally and hierarchically separate from the software development and program management organizations.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of, and legally bind, the Responder.

Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____ Telephone Number: _____

APPENDIX B - EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State terms and conditions (including those found in the attached sample contract, if any. Reference the actual number of the State's term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

Signature

Title

Date

Appendix C - STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

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

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

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Appendix D -- Trade Secret/Confidential Data Notice

Responder/Company Name: _____

It is the position of the above-named Responder that certain data contained in the following page(s) of the attached Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information (*list pages -- If no protected information has been submitted, state "NONE"*):

The justification for the Trade Secret/Confidential data designation is (*be specific, do not make general statements of confidentiality. Include reference to specific facts, licenses, trademarks, etc., and any relevant statutes or other law, such as how the data meets the requirements of Minn. Stat. §13.37, subd. 1(b). Add additional pages if necessary*):

The Responder acknowledges that, in accordance with Minn. Stat. §§ 13.591 and 16C.06, Subd. 3, upon completion of contract negotiations, all materials submitted in response to this RFP will become the property of the STATE and will become public record, with the exception of any portion(s) of an RFP or supporting data that are determined to be nonpublic "trade secret information."

The Responder asserts that it has clearly marked every page of trade secret or confidential materials in the attached Proposal at the time the Proposal was submitted with the words "**TRADE SECRET**" or "**CONFIDENTIAL**" in capitalized, underlined and bolded type that is at least 20 pt. Responder acknowledges that the State is not liable for the use or disclosure of trade secret data or confidential data that Responder has failed to clearly mark as such.

Responder agrees to defend any action seeking release of the materials it believes to be trade secret or confidential, 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 reasonable costs connected with that defense. This indemnification survives the STATE's award of a contract and remains as long as the trade secret and/or confidential materials are in the possession of the STATE.

Responder acknowledges that the STATE is required to keep all the basic documents related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the STATE for a minimum of one year after the award of a contract, and may be kept for much longer. **Responder acknowledges that prices submitted by the Responder will not be considered trade secret materials.**

The Responder acknowledges that the STATE reserves the right to reject Responder's claim of trade secret/confidential data if the STATE determines that the Responder has not met the legal burden of establishing that the information constitutes a trade secret or is confidential. The Responder also acknowledges that if certain information is found to constitute a trade secret or is confidential, the remainder of the Proposal will become public; only the protected information will be removed and remain nonpublic.

Signature

Title

Date

** Whether or not protected information is provided, the Responder must sign and date this form and submit it with the "Required Statements".*

APPENDIX E - State Of Minnesota – Affirmative Action Data Page

If your response to this solicitation is 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 execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

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

Your response will be rejected unless your business:

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

-or-

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date 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 contract. Contractors are alerted to these requirements by the federal government.)

Name _____ of _____ Company: _____

Date: _____

Authorized number: _____	Signature: _____	Telephone _____
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

Website: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

APPENDIX F - CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

APPENDIX G - Cost Proposal Sheet – Proposed Rate

This form must be completed and **submitted separately** as the sealed Cost Proposal for the entire Project. **Do not include this form in the appendix or elsewhere in the Technical Proposal.**

The Successful Responder will not receive any other compensation as a result of this RFP. Therefore, the Responder must consider **all** costs it will incur (including mass mailing costs, services, equipment, travel costs, fees, commissions, etc.) in determining the proposed rate(s). **The rate proposed by the Responder will be the full consideration paid for that specified period of time covered by the contract.** Any assumptions made regarding the impact of inflationary factors during the term of the agreement are the sole responsibility of the Responder. The contract will contain no cost-of-living adjustment provision.

This form must be signed by an individual authorized to legally bind the Responder. The title of the person signing and the date this form was signed must be entered. The cost Proposal must be open for acceptance until a contract is signed, the RFP is cancelled, or 180 days from the final submission date of the RFP, whichever is first.

**RFP responding
to:** _____

Company Name and Address:

Rate(s): \$ _____

Attach a breakdown of costs that resulted in this rate.

By signing this Cost Proposal, I do hereby certify the Responder named above wishes to enter a price for the services requested by the Minnesota Department of Human Services in the correlating RFP. This cost or price data submitted with this Proposal is accurate, complete and current as of the following date. This cost or pricing data shall remain current and is open for acceptance by the State until a Contract is approved, the RFP is cancelled, or for a period of 180 days from the Proposal closing date, whichever comes first. If awarded a contract, the costs quoted above will remain in effect through the term of the contract, unless a change to the costs is mutually agreed to by the parties.

Signature

Title

Date

APPENDIX H - STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive a 6 percent preference in the evaluation of its proposal.

If responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. If responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

Eligible veteran-owned small businesses must be CVE Verified (in accordance with Public Law 109-471 and Code of Federal Regulations, Title 38, Part 74) at the solicitation opening date and time to receive the preference.

Information regarding CVE Verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** this form. Only eligible, CVE Verified, veteran-owned small businesses that provide this completed and signed form will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible veteran-owned small business, as defined in Minnesota Statute §16C.16, subd. 6a; and
2. Has its principal place of business in the State of Minnesota; and
3. Is CVE Verified by the United States Department of Veterans Affairs' Center for Veterans Enterprise.

Name of Company: _____ Date: _____

Authorized
Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

Appendix I - Certification of Drug-Free Workplace

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Typed Name and Title of Certification Official

Signature Date

APPENDIX J - STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, _____ Division (the "STATE"), and _____, an independent contractor, not an employee of the State of Minnesota, (the "CONTRACTOR").

Under Minnesota Statutes §§ 15.061 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

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

The STATE is in need of the following services: _____.

The CONTRACTOR represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the STATE.

The parties therefore agree as follows:

i. Term of Contract.

1.1 **Effective date.** The effective date of this contract is ___(DATE)___, or the date that the STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. **The CONTRACTOR must not begin work under this contract until this contract is fully executed and CONTRACTOR has been notified by the STATE'S Authorized Representative to begin work.**

1.2 **Expiration date.** The expiration date of this contract is ___(DATE)___, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation, or termination of this contract: 7. Information Privacy Protection; 8. Intellectual Property Rights; 10. Indemnification; 12. Publicity and Endorsement; 14. Audit Requirements and Contractor Debarment Information; 15. Data Disclosure; and 19. Governing Law, Jurisdiction and Venue.

1. **Contractor's Duties.** CONTRACTOR, who is not a state employee, will:

3. **Time.** CONTRACTOR will perform its duties within the time limits established in this contract unless prior approval is obtained from STATE. In performance of this contract, time is of the essence.

4. **Consideration and Payment.**

4.1. **Consideration.** The STATE will pay for all services performed by the CONTRACTOR under this contract as follows:

(a) **Compensation.** The CONTRACTOR will be paid as follows:

(b) **Reimbursement.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR in performance of this contract in an amount not to exceed [REDACTED] dollars (\$ [REDACTED].00); provided, that CONTRACTOR will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current Commissioner's Plan (which is incorporated by reference) established by the Commissioner of Minnesota Management and Budget. CONTRACTOR will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c) **Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR will not exceed [REDACTED] dollars (\$ [REDACTED].00).

(d) (If applicable.) For compensation payable under this contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

4.2. **Payment.**

(a) **Invoices.** The STATE will promptly pay the CONTRACTOR after the CONTRACTOR presents itemized invoices for services performed and the STATE'S authorized representative accepts the invoiced services. Invoices will be submitted timely, in a form prescribed by the STATE and according to _____

(b) **Retainage.** Under Minnesota Statutes, section 16C.08, subdivision 5(b), no more than ninety (90%) percent of the compensation due under this contract may be paid until the final product(s) of the contract has been reviewed by the STATE and it has been determined that the CONTRACTOR has satisfactorily fulfilled all the terms of the contract. Accordingly, the STATE will withhold 10% of the total amount of each invoice submitted by CONTRACTOR for payment. The balance due will be paid when the STATE determines that the CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

- (c) **Federal funds.** Payments under this contract will be made from federal funds obtained by the STATE through Title _____, Catalog of Federal Domestic Assistance (CFDA) Number _____, of the _____ Act of (year) _____ (Public law _____ and amendments thereto). The CONTRACTOR is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by CONTRACTOR'S failure to comply with federal requirements. If at any time such funds become unavailable, this contract will be terminated immediately upon written notice of such fact by the STATE to the CONTRACTOR. In the event of such termination, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 4.3. **Payments to Subcontractors.** (If Applicable) As required by Minn. Stat. §16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) or any undisputed amount not paid on time to the subcontractor(s).

5. **Conditions of Payment.** All services provided by CONTRACTOR under this contract must be performed to the STATE'S satisfaction, as determined by the STATE'S authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. CONTRACTOR will not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. **Authorized Representatives and Responsible Authority.**

- 6.1 **State.** The STATE'S authorized representative is _____ or his/her successor, who has the responsibility to monitor the CONTRACTOR'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment, in accordance with Clause 4.2.
- 6.2 **Contractor.** The CONTRACTOR'S Authorized Representative is _____ or his/her successor. If the CONTRACTOR'S Authorized Representative changes at any time during this contract, the CONTRACTOR must immediately notify STATE.
- 6.3 **Information Privacy and Security.** (If applicable) CONTRACTOR'S responsible authority for the purposes of complying with data privacy and security for this agreement is _____ or his/her successor.

7. Information Privacy and Security.

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1.

7.1 **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as “protected information,” concerning individual STATE clients. “Protected information,” for purposes of this agreement, includes any or all of the following:

- (a) *Private data* (as defined in Minnesota Statutes §13.02, subd. 12), *confidential data* (as defined in Minn. Stat. §13.02, subd. 3), *welfare data* (as governed by Minn. Stat. §13.46), *medical data* (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) *Health records* (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) *Chemical health records* (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) *Protected health information* (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (e) Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17931); and
- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

7.2 Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to “that necessary for the administration and

management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

7.3 Contractor’s Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to STATE not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as STATE may reasonably request.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

- (e) Document such disclosures of PHI and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (f) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

7.4 State's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

7.5 Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 6.1 is required. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CONTRACTOR maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfsrserver/Legacy/DHS-4683-ENG>.

7.6 Sanctions. In addition to acknowledging and accepting the terms set forth in Section 9 of this Agreement relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

7.7 **Additional Business Associate Duties.** To the extent CONTRACTOR is handling protected health information in order to provide health care-related administrative services on behalf of STATE, CONTRACTOR is a “Business Associate” of STATE, as that term is defined in HIPAA. As a result, in addition to the duties already detailed in this section, CONTRACTOR shall:

- (a) Make available protected health information in accordance with 45 CFR §164.524.
- (b) Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
- (c) Make its internal practices, books, records, policies, procedures, and documentation relating to the use, disclosure, and/or security of protected health information available to the other Party and/or the Secretary of the United States Department of Health and Human Services (HHS) for purposes of determining compliance with the Privacy Rule and Security Standards, subject to attorney-client and other applicable legal privileges.
- (d) Comply with any and all other applicable provisions of the HIPAA Privacy Rule and Security Standards, including future amendments thereto.
- (e) Document such disclosures of protected health information and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (f) Provide to STATE information required to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR §164.528.

8. **Intellectual Property Rights.**

8.1 **Definitions.** *Works* means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. *Works* includes “*Documents.*” *Documents* are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CONTRACTOR, its employees, agents, or subcontractors, in the performance of this contract.

8.2 **Ownership.** Pursuant to federal requirements, including 7 CFR 3016.34, the STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the *Works* and *Documents created and paid for under this contract.* The *Works* and *Documents* will be the exclusive property of the STATE and all such *Works* and *Documents* must be

immediately returned to the STATE by the CONTRACTOR upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, CONTRACTOR must cite the data, or make clear by referencing that STATE is the source.

8.3 **Obligations.**

- (a) **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the CONTRACTOR, including its employees and subcontractors, and are created and paid for under this contract, the CONTRACTOR will immediately give the STATE’S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The CONTRACTOR will assign all right, title, and interest it may have in the Works and the Documents to the STATE.
- (b) **Filing and recording of ownership interests.** The CONTRACTOR must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE’S ownership interest in the Works and Documents created and paid for under this contract. The CONTRACTOR must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither CONTRACTOR nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- (c) **Duty not to Infringe on intellectual property rights of others.** The CONTRACTOR represents and warrants that the Works and Documents created and paid for under this contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the CONTRACTOR will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the CONTRACTOR’S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The CONTRACTOR will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the CONTRACTOR’S or the STATE’S opinion is likely to arise, the CONTRACTOR must, at the STATE’S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

9. **Workers' Compensation and Other Insurance.**

- 9.1 **Workers’ Compensation.** The CONTRACTOR certifies that, if applicable, it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers’ compensation

insurance coverage. If CONTRACTOR is required to comply with the above statute, CONTRACTOR must provide STATE with evidence of compliance. The CONTRACTOR'S employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9.2 **Other Insurance.** Contractor certifies that it is in compliance with any insurance requirements specified in the solicitation document relevant to this Contract.

9.2 **Other Insurance.** Contractor certifies that it is in compliance with the following insurance requirements:

10. **Indemnification.**

In the performance of this contract by CONTRACTOR, or CONTRACTOR'S agents or employees, the CONTRACTOR must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by CONTRACTOR'S:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

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

11. **Affirmative Action and Non-Discrimination.**

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

11.2 **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract

consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3 **Minn. R. 5000.3400-5000.3600.**

- (a) *General.* Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (b) *Disabled Workers.* The CONTRACTOR must comply with the following affirmative action requirements for disabled workers:
- (1) The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. §363A.36, of the Minnesota Human Rights Act and is committed to take

affirmative action to employ and advance in employment physically and mentally disabled persons.

- (c) *Consequences.* The consequences for the CONTRACTOR's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.
- (d) *Certification.* The CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

11.4 **Common or Skilled Labor.** In accordance with Minn. Stat. § 181.59, if this contract is for materials, supplies, or construction, CONTRACTOR agrees:

- (a) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (b) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (a) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (c) That a violation of this section is a misdemeanor; and
- (d) That this contract may be canceled or terminated, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

12. **Publicity and Endorsement.**

12.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE'S authorized representative. For purposes of this provision, publicity includes, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

12.2 **Endorsement.** The CONTRACTOR must not claim that the STATE endorses its products or services.

13. **Voter Registration Requirement.** CONTRACTOR certifies that if it is a not-for-profit business or governmental agency it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for CONTRACTOR'S employees and for the public served by the CONTRACTOR.

14. **Audit Requirements and Contractor Debarment Information.**
 - 14.1 **State Audits.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the CONTRACTOR and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

 - 14.2 **Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, OMB Circular A-133. CONTRACTOR certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

 - 14.3 **Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions.**

CONTRACTOR certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. CONTRACTOR'S certification is a material representation upon which the contract award was based. CONTRACTOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

 - 14.4 **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

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

15. **Data Disclosure.** Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. **This contract will not be approved unless these numbers are provided.**

16. **Prohibition on Weapons.** CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.
17. **Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
18. **Cancellation or Termination.**
 - 18.1 **Cancellation.** This contract may be canceled by the STATE or the Minnesota Commissioner of Administration at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
 - 18.2 **Insufficient Funding.** Notwithstanding clause 18.1, the STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.
 - 18.3 **Breach.** Upon clause 18.1, upon STATE's knowledge of a curable material breach of this Agreement by CONTRACTOR, STATE shall provide CONTRACTOR written notice of the breach and ten (10) days to cure the breach. If CONTRACTOR does not cure the breach within the time allowed, CONTRACTOR will be in default of this agreement and STATE may cancel the contract immediately thereafter. If CONTRACTOR has breached a material term of this Agreement and cure is not possible, STATE may immediately terminate this Agreement.
19. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this contract, and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
20. **Assignment, Amendments, Waiver, and Contract Complete.**

- 20.1 **Assignment.** The CONTRACTOR may neither assign nor transfer any rights or obligations under this contract without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same parties who executed and approved this contract, or their successors in office.
- 20.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 20.3 **Waiver.** If the STATE fails to enforce any provision of this contract, that failure does not waive the provision or STATE'S right to enforce it.
- 20.4 **Contract Complete.** This contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

21. **Other Provisions.**

21.1 **Contingency Planning.** Within 90 days of the execution of this contract, CONTRACTOR and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

21.2 **Criminal Background Check Required.** CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in 7. Information Privacy and Security of this contract.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background

check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

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

For services valued in excess of \$50,000, CONTRACTOR certifies that as of the date of services performed on behalf of the STATE, CONTRACTOR and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the STATE. CONTRACTOR is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc> All subcontractor certifications must be kept on file with CONTRACTOR and made available to the STATE upon request.

21.4 Pursuant to Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the Department of Labor Regulations (41 CFR Part 60), the CONTRACTOR is prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The CONTRACTOR must take affirmative action to ensure that equal opportunity is provided in all aspects of its employment.

21.5 The CONTRACTOR must comply with, as applicable, the Clean Air Act, Section 306.

21.6 The CONTRACTOR must comply with, as applicable, the Clean Water Act, Section 309.

21.7 The CONTRACTOR must comply with the Anti-Lobbying Act, Section 1352, Title 31 of the US Code, as implemented at 34 CFR Part 82.

21.8 The CONTRACTOR must comply with the Americans with Disabilities Act, Title II, Subtitle A, and 28 CFR Part 35

21.9 The CONTRACTOR must comply with the Drug-Free Workplace act of 1988

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
(Signature Page Follows)**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION:
Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By:
Date:
CFMS Contract No.:

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

By:
Title:
Date:

By:
Title:
Date:

3. STATE AGENCY:

By:
Title:
Date:

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

By:
Title: Assistant Commissioner
Date:

5. COMMISSIONER OF ADMINISTRATION:

By:
Date:

Distribution (One fully executed original contract each):

Dept. of Administration
Appeals & Regulations Division
Agency
Contractor

State Authorized Representative – (copy)