

**MINNESOTA GOVERNOR'S COUNCIL  
ON DEVELOPMENTAL DISABILITIES**

MINNESOTA DEPARTMENT OF ADMINISTRATION

370 CENTENNIAL OFFICE BUILDING  
658 CEDAR STREET  
ST. PAUL, MINNESOTA 55155

Also available at the Council web site:

<http://mnddc.gov/mnddc/>

**REQUEST FOR PROPOSAL (RFP):  
CUSTOMER FOCUSED RESEARCH STUDIES**

**DATE RFP ISSUED: JUNE 22, 2015**  
**DATE PROPOSALS DUE: JULY 16, 2015**

**REQUEST FOR PROPOSAL GUIDELINES:  
CUSTOMER FOCUSED RESEARCH STUDIES**

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**REQUIRED FORMS:**

- Application Cover Form
- Affidavit of Noncollusion
- Affirmative Action Certification
- Certification Regarding Lobbying
- Resident Vendor Form
- Veteran-Owned Preference
- Professional/Technical Services Contract (for information)

## PART I: PROJECT INFORMATION

**TITLE:** CUSTOMER FOCUSED RESEARCH STUDIES

**ISSUED BY:** Minnesota Governor's Council on Developmental Disabilities  
Minnesota Department of Administration  
370 Centennial Office Building  
658 Cedar Street  
St. Paul, Minnesota 55155  
(651) 282-2899 voice  
(877) 348-0505 toll free  
(800) 627-3529 MN Relay Service or 711  
Email: [admin.dd@state.mn.us](mailto:admin.dd@state.mn.us)

### SECTION A: AUTHORITY AND PURPOSE

#### AUTHORITY

Funding is provided to the State of Minnesota as authorized under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (DD Act)(P.L. 106-402). These federal funds are allocated by the Governor's Council on Developmental Disabilities (GCDD) for Employment; Self Advocacy; Partners in Policymaking®, Graduate Workshops, and Follow Along Activities; Cultural Outreach; Training Conferences; Electronic Government Services, Publications, and Online Learning; Customer Focused Research; and Quality Improvement. The GCDD reports annually on the results of grant programs and projects – the **increased independence, productivity, self determination, integration and inclusion of people with developmental disabilities and their families in the community (IPSII).**

#### PURPOSE

The GCDD is seeking proposals from a market research firm that has served customers in the business, telecommunications, health, developmental disabilities field, and/or human service markets; and is experienced in quantitative studies including surveys of Minnesota households, qualitative and quantitative research, moderating focus groups, and conducting in-depth personal interviews among professionals and consumers, including people with developmental disabilities and family members.

The selected firm must be able to work together with the GCDD in developing an appropriate survey approach or instrument; assume responsibility for all aspects of the survey process; and prepare a comprehensive report, in presentation format, with supporting documentation.

**A total of \$50,000 is available for the FFY 2016 study.**

Funds are allocated by the GCDD each FFY for projects and activities based on a Five Year State Plan. Contracts are negotiated each year since the focus or topic for each year's study and the dollar amount may change.

**A contract resulting from this RFP process may or may not be renewed for four additional years for a total of five years.**

## **SECTION B: BACKGROUND**

### 1 Five Year State Plan:

The Minnesota Governor's Council on Developmental Disabilities (GCDD) has conducted customer focused research studies on an annual basis since 2001. These studies are included in the GCDD's Five Year State Plan which is approved by the Administration on Intellectual and Developmental Disabilities (AIDD).

The most recent State Plan covers FFYs 2012 through 2016. The Goal for Customer and Market Research under the current Plan is as follows:

Conduct or commission research studies to measure and assess quality outcomes of the federal DD Act through annual qualitative and quantitative surveys on new topics/issues or further research on topics/issues previously studied.

The Five Year State Plan for FFYs 2017 through 2021 must be submitted by August 15, 2016. **The surveys that will be designed and conducted in early FFY 2016** will gather input from individuals with developmental disabilities and their families, and stakeholders about what is and isn't working well in terms of services and supports for individuals with developmental disabilities and families, and stakeholders; availability and delivery of services and supports; and issues of primary concern during this five year time period.. Survey results will be used together with an opportunity for gathering public input to identify the specific goals and objectives that will be included in the new State Plan.

With the exception of the surveys that will be conducted in early FFY 2016, the topic for each year's study is different. The study focus may be related to a current/key public policy issue that impacts people with developmental disabilities and their families; a federal priority; an innovative approach to addressing emerging patterns and practices in the field; or the use/application of new technologies that may lead to greater independence, productivity, self determination, integration and inclusion (IPSII) of people with developmental disabilities in the community.

2. Minnesota' Olmstead Plan:

Minnesota's Olmstead Plan stems from the class action lawsuit that was filed in Federal District Court on July 10, 2009 on behalf of people with developmental disabilities who were routinely restrained and secluded at Minnesota Extended Treatment Options (METO), a state mental health treatment facility in Cambridge operated by the Minnesota Department of Human Services (DHS) (Jensen et al vs Minnesota Department of Human Services et al).

After more than two years of negotiations with the DHS, the Jensen Settlement Agreement was reached and approved by the Federal District Court on December 4, 2011. As part of the Agreement, the State of Minnesota agreed to develop and implement an Olmstead Plan. Olmstead Plans have been developed by other states in response to the United State's Supreme Court decision, Olmstead v. L.C. (1999) that held that

“...states are required to place persons with mental disabilities in community settings rather than in institutions when the State's treatment professionals have determined that community placement is appropriate, the transfer from institutional care to a less restrictive setting is not opposed by the affected individual, and the placement can be reasonably accommodated, taking into account the resources available to the State and the needs of others with mental disabilities.”

The Court also upheld the “integration mandate” contained in the Americans with Disabilities Act (ADA) that requires public agencies to provide services "in the most integrated setting appropriate to the needs of qualified individuals with disabilities."

Minnesota's Olmstead Plan, *Putting the Promise into Practice: Minnesota's 2013 Olmstead Plan*, dated November 1, 2013, speaks to why Minnesota has a Plan –

“An Olmstead Plan is a way for a government entity to document its plans to provide services to individuals with disabilities in the most integrated setting appropriate to the individual.”

The overall goal of Minnesota's Olmstead Plan is to move the state forward, towards greater integration and inclusion for people with disabilities” so that -

“Minnesota will be a place where people with disabilities are living, learning, working, and enjoying life in the most integrated setting.

Related Olmstead Plan goals address seven broad topic areas: Employment, Housing, Transportation, Supports and Services, Lifelong Learning and Education, Health Care and Healthy Living, and Community Engagement.

3. Recent Customer Research Surveys and Survey Purposes:

- **1962-2012 Minnesota Survey of Attitudes Regarding Developmental Disabilities:** In 1962, a survey of the Minnesota general population was conducted to measure awareness and attitudes regarding people with developmental disabilities, their awareness and understanding of available services and the importance of these services, and attitudinal patterns in an effort to alter misconceptions. In 2007, that survey was updated and repeated to assess and measure changes that had occurred during that forty-five year time period. Then, in 2012, the GCDD wanted to conduct this survey again to measure changes in attitudes in Minnesota over the past 50 years. Comparative questions from the 2007 survey were used along with selected new questions to address specific objectives.
- **K-12 Education Study for Students with Developmental Disabilities 2013:** The general population survey of Minnesota households that was conducted in 2012 included a parallel survey of households with a family member with developmental disabilities. Both surveys contained questions about quality of life issues, including the future outlook of education services

Based on findings, the surveys showed a significantly more negative outlook about education services among households with a son or daughter with developmental disabilities. As a result, education was not only selected for the 2013 survey but a relatively new approach and methodologies, referred to as Narrative Research, were used. This approach relies solely on the stories shared by participants and their personal experiences around a specific topic. There are no preconceived ideas that frame a study using Narrative Research.

This study explains Narrative Research methodology and what was learned about education services in Minnesota from students with developmental disabilities, parents, teachers, school administrators, and case managers.

- **Minnesota Special Education Experience Study 2014:** This survey was done in followup to the K-12 Education Study for Students with Developmental Disabilities in 2013 and based on

insights gained from that study. The purpose of the 2014 study, done in collaboration with the Minnesota Department of Education, Special Education Division, was to obtain benchmark measures of overall quality and satisfaction levels of the special education experience from the perspective of parents and the students themselves. The results show satisfaction levels by grade level and geographic location, quality drivers of the education experience, and awareness of and attitudes about Positive Behavioral Interventions and Supports.

- In 2015, a **Statewide Survey of Minnesota Partners in Policymaking® Graduates** was conducted to collect personal stories and testimonials about the impact of the Partners program on the quality of their lives, and their inclusion in the community as a result of the Americans with Disabilities Act (ADA), and anticipating the 25th Anniversary of the ADA on July 26, 2015. Since the Partners program was created in Minnesota in 1987, a total of 27,102 individuals, nationally and internationally, have graduated from the Partners program.

The surveys for 2012 through 2014 are available at the GCDD website (<http://mn.gov/mnddc/extra/customer-research.htm>). Respondents are strongly encouraged to review these surveys to gain a better understanding of the range of topics addressed, and the policy issues and themes that have been of heightened concern in the field of developmental disabilities.

Survey results and findings are used for several purposes:

1. Develop strategies around public policy issues in order to assist the GCDD working on public policy issues and meeting Five-Year State Plan goals;
2. Provide reliable data to Minnesotans with developmental disabilities and families that can be shared with public officials about services that are cost effective and delivery systems that are more responsive to individual needs, and identify improvements that result in greater IPSII;
3. Disseminate practical and meaningful research data, and innovative approaches to a broad audience – other states, and agencies and organizations that work and advocate with people with developmental disabilities and families.
4. Gather input for the federal Five Year State Plan;
5. Gather feedback/comparison testing re: GCDD products services.

## **PART II: PROPOSAL WRITING INSTRUCTIONS**

### **SECTION A: APPLICATION COVER**

Please complete the Application Cover form and mark as Page 1 of your proposal. This must be the first page and an original signature is needed on one copy of your proposal.

### **SECTION B: PROPOSAL NARRATIVE**

This section must be **no more than 12 pages** in **12 point type size or larger**. Address the following in your Proposal Narrative (total of 70 points; point distribution noted):

1. Discuss the background of your business and types of market research studies conducted within the past year in public and/or private sectors in the developmental disabilities field, business, education, technology and communications, and health and/or human services in both public and private sectors (5 points).
2. Discuss your experience in conducting customer focused research studies that include narrative research, statewide household surveys, personal interviews, focus groups, phone surveys, online surveys, or other survey approaches that include people with developmental disabilities and families (10 points).
3. Discuss your experience with a wide range of methodologies that you might use in conducting market research studies and the factors considered in selecting a specific methodology (5 points).
4. Discuss the specific skills that you consider most important in conducting customer research studies that include people with developmental disabilities, racial/ethnic minority communities, and unserved/underserved communities; and the experience and expertise that your research team would bring to a study. Identify any partners with whom you might work in carrying out a research study and how you would work with them (25 points).
5. Discuss your experience in qualitative and quantitative research design and analysis, and report writing including the items identified below (20 points).
  - Knowledge of current disability issues and best practices in the field, use/application of people first language/terminology, and a solid grounding in the critical core values that relate to the inherent worth of people with disabilities.

- In-depth knowledge and experience in conducting interviews (in person, by phone, or online) with people with disabilities and/or households that include people with disabilities, including individuals from racial/ethnic minority backgrounds.
  - Excellent written, communication, and listening skills (applicable to the business/organization itself and 3<sup>rd</sup> parties who may be involved in one or more aspects of the research study being conducted).
  - Understanding how customer research studies have been used/can be used to assess and evaluate the needs, requirements, and expectations of people with disabilities and their families to guide the design of future products and services.
6. Discuss how the results of studies you have conducted may have been used for initiating or making changes in policies or practices (5 points).

### **SECTION C: PROPOSAL BUDGET**

This section must be **no more than 3 pages in 12 point type size or larger**. Prepare a budget and allocate your costs across the following general tasks (total of 30 points):

1. Review background information, studies, reports, or other resource materials related to the focus of the research study;
2. Conduct personal interviews to gather information and refine research questions.
3. Design a questionnaire that can be tested and used for a broad sample of individuals with developmental disabilities, families with a family member with a developmental disabilities, stakeholders, or households.
4. Identify the respondent pool based on parameters set by the GCDD and methodology to be used for conducting the survey;
5. Conduct the survey, analyze the results, and prepare requested reports.
6. Make public presentations about the results to the GCDD and other audiences.

## SECTION D: REFERENCES

Please provide **three references** for market research studies that you have conducted within the past three (3) years in the fields of developmental disabilities, business, education, employment, technology and communications, and health and/or human services in public and/or private sectors.

## SECTION E: DISPOSITION OF RESPONSES

**PLEASE NOTE:** This RFP does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel if it is considered to be in its best interest. All materials submitted in response to this RFP will become public record after the evaluation process is completed.

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

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

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

## SECTION F: REQUIRED FORMS

There are six (6) required forms included in this RFP in the Required Forms section. Each of the forms, if applicable (the Veterans Preference Form may not be applicable), must be completed and attached to your proposal.

## **PART III: GENERAL REQUIREMENTS OF THE STATE OF MINNESOTA**

### **SECTION A: CONFLICTS OF INTEREST**

Please provide a list of all entities with whom you, the Responder, has a relationship that creates, or appears to create, a conflict of interest with the work that is contemplated in this request for proposal. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

#### **Organizational Conflicts of Interest:**

The Responder warrants that, to the best of its knowledge and belief and, except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that if, after the award is made, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division. The disclosure must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, 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.

### **SECTION B: PREFERENCES TO TARGETED GROUP AND ECONOMICALLY DISADVANTAGED BUSINESSES 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 shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible Targeted Group Businesses must be certified by the Materials Management Division prior to the issuance of this RFP.

## SECTION C: FOREIGN OUTSOURCING OF WORK PROHIBITED

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

## SECTION D: 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.

### Instructions for Certification – Lower Tier Covered Transactions:

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.

**PLEASE NOTE:**

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.

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.

**SECTION E: INSURANCE REQUIREMENTS**

- A. The Contractor shall not commence work under a contract until all insurance described below has been obtained and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in full force and effect throughout the term of the Contract.

B. The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

\$100,000.00 Bodily Injury by Disease per employee  
\$500,000.00 Bodily Injury by Disease aggregate  
\$100,000.00 Bodily Injury by Accident.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

2. **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 under the contract. Insurance minimum limits are as follows:

\$2,000,000.00 - per occurrence  
\$2,000,000.00 - 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  
Products and Completed Operations Liability  
Blanket Contractual Liability  
State of Minnesota named as an Additional Insured

3. **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 the ownership, operation, or maintenance of 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 subcontractors to maintain Commercial Automobile Liability insurance.

Insurance minimum limits will be as follows:

\$2,000,000.00 - 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

C. Additional Insurance Conditions:

1. 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;
2. Contractor's policy(ies) and Certificate of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
3. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
4. If Contractor is self-insured, attach a Certificate of Self-Insurance;
5. Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
6. Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A – (minus); Financial Size Category (FSC) VII or better; and authorized to do business in the State of Minnesota; and
7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- D. The State reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to execution of the contract and commencement of work.

#### **PART IV: PROPOSAL REVIEW AND EVALUATION PROCESS**

The Grant Review Committee (GRC) is responsible for reviewing proposals and making a recommendation to the full GCDD regarding the outcome of their review process. Staff of the GCDD review proposals for completeness only and whether proposals meet the Pass/Fail requirements.

Proposals that do not contain all required sections, exceed the maximum number of pages as specified, or are not submitted in the required quantity (12 copies with an original signature in ink on the Application Cover of one copy) may be withdrawn from further consideration and not reviewed by the Committee.

**PLEASE NOTE: You are responsible for ensuring that your proposal is complete and meets all requirements in this RFP packet.**

Each proposal is reviewed and rated by members of the Committee according to the criteria on the Proposal Evaluation Form. The Form is included in this section of the RFP packet.

Scores and comments/feedback are discussed by GRC members. An applicant's past performance may also be reviewed by the GRC if the applicant has received previous grants from the GCDD. Following the review process, a recommendation is made to the full Council.

After review and evaluation of the proposals, and prior to a recommendation being made to the full GCDD, the GRC may need and request further information or clarification from one of more applicants. This may include questions regarding the proposed Budget. A decision about the review process will be made as soon as possible following the GCDD meeting on August 5, 2015. The successful respondent should be prepared to begin work when the Contract is negotiated and fully executed, or no later than **September 30, 2015**.

**THE GCDD RETAINS THE RIGHT TO REJECT ALL PROPOSALS.**

## **SECTION A: RESPONSE CONTENT/EVALUATION POINT DISTRIBUTION**

**PLEASE NOTE: Twelve (12) copies** of your completed proposal must be received **no later than 2:00 p.m. on Monday, July 20, 2015** to be evaluated. Mail or personal delivery is acceptable. Address to:

Mary Jo Nichols  
Minnesota Governor's Council on Developmental Disabilities  
370 Centennial Office Building  
658 Cedar Street  
St. Paul, Minnesota 55155

Completed forms - Application Cover Form, Affidavit of Noncollusion, Affirmative Action Certification, Resident Vendor Form, and Veteran-Owned Preference form must also be included.

Proposals will be evaluated on "best value": 70 percent on qualifications and 30 percent on cost considerations. Targeted group and economically disadvantaged businesses and individuals will receive a 6% preference.

**PLEASE NOTE:** Proposals will be scored Pass/Fail on the following:

Proposals must be received on or before the due date and time specified.

## CUSTOMER FOCUSED RESEARCH STUDIES

### PROPOSAL EVALUATION FORM (TO BE USED BY THE GRANT REVIEW COMMITTEE)

Please complete a Proposal Evaluation for each proposal received in response to the RFP "Customer Focused Research Studies." Score each item based on the maximum score. Total the item scores and record this number on the line below marked "Total Score."

Maximum score = 100. If Targeted Group or Economically Disadvantaged Business/Individual, 6% preference applies.

- Note particular strengths or weaknesses in each area that contributed to your score.
- Note items that need clarification and what specifically needs further explanation.
- Note suggestions/recommendations for improving specific items.

**TOTAL SCORE** \_\_\_\_\_ (maximum = 100)

\_\_\_\_\_ (check if 6% preference applies)

Applicant Name \_\_\_\_\_

Reviewer Name \_\_\_\_\_

		<b>Max score</b>	<b>App score</b>
1.	Background of responder's business and types of market research studies conducted in past year in business, education, technology and communications, developmental disabilities health and/or human services fields.	5	_____
2	Experience in conducting research studies Including personal interviews, focus groups, phone surveys, online surveys, narrative research, statewide household surveys, and other survey approaches that include people with developmental disabilities and families.	10	_____
3	Experience with a wide range of methodologies used in market research studies and rationale for selecting a particular approach(es).	5	_____

		<b>Max score</b>	<b>App score</b>
4	Experience/expertise of research team in conducting research studies that include people with developmental disabilities, racial/ethnic minority communities, and unserved or underserved communities. Partners with whom respondent might work on a study are identified and how they may work together is explained.	25	_____
5	Experience in qualitative and quantitative research design and analysis, and report writing.	20	_____
6.	Description of how study results have been used for making changes in policies or practices.	5	_____
7.	Budget and cost breakdown.	30	_____

Comments/concerns about any of the above nonbudget items including those noted under General Requirements (specify items):

Comments/concerns about budget and cost breakdown:

## PART V: ADDITIONAL INFORMATION

### SECTION A: DD ACT DEFINITIONS

1. **Developmental disability:** The term “developmental disability” is defined in the DD Act as a severe, chronic disability of an individual from birth that –
  - is attributable to a mental or physical impairment or a combination of mental and physical impairments;
  - is manifested before the individual attains age 22;
  - is likely to continue indefinitely;
  - results in substantial functional limitations in three or more of the following areas of major life activity: self care, receptive and expressive language, learning, mobility, self direction, capacity for independent living, and economic self sufficiency; and
  - reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic care services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated;

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria (limitations in major life activities) described above if the individual, without services and supports, has a high probability of meeting those criteria later in life.

2. **Independence:** The term “independence” means the extent to which individuals with developmental disabilities exert control and choice over their own lives.
3. **Integration:** The term “integration” means exercising the equal right of individuals with developmental disabilities to access and use the same community resources as are used by and available to other individuals.
4. **Productivity:** The term “productivity” means engagement in income-producing work that is measured by increased income, improved employment status, or job advancement; or engagement in work that contributes to a household or community.
5. **Unserved and underserved:** the term “unserved and underserved” includes individuals from racial and ethnic backgrounds, disadvantaged individuals, individuals with limited English proficiency, individuals from underserved geographic areas (rural or urban), and specific groups of individuals with disabilities, including those who require assistive technology in order to participate in and contribute to community life.

6. **Self determination activities:** The term “self determination activities” mean activities that result in individuals with developmental disabilities, with appropriate assistance, having –
- the ability and opportunity to communicate and make personal decisions;
  - the ability and opportunity to communicate choices and exercise control over the type and intensity of services, supports, and other assistance;
  - opportunities to participate in, and contribute to, their communities; and
  - support, including financial support, to advocate for themselves and others, to develop leadership skills, through training in self advocacy, to participate in coalitions, to educate policymakers, and to play a role in the development of public policies that affect individuals with developmental disabilities.

## **SECTION B: CONFLICT OF INTEREST POLICY OF THE GOVERNOR’S COUNCIL ON DEVELOPMENTAL DISABILITIES**

Each year, the Governor’s Council on Developmental Disabilities (DD Council) makes recommendations regarding the allocation of funds for specific strategies that are directly related to the DD Council’s business – information, education, and training – of people with developmental disabilities and their families. The process of reviewing applications and making funding decisions must be as free as possible from any conflict of interest.

A conflict of interest exists when members of the DD Council participate in the process that results in recommendations related to funding of programs or projects while, at the same time, they have a direct or indirect personal or financial interest in one or more of these programs or projects. In order to avoid problems in this area, Council members who have a direct or indirect personal or financial interest in an application or proposal or an organization that submitted an application or proposal must abstain from participating in the entire process of reviewing the applications in which the DD Council member has a conflict of interest. In this context, “personal or financial interest” includes, but is not limited to, the following:

1. The Council member or a member of the family is an officer of the applicant organization, serves on a committee that governs the applicant organization or serves on the Board of the applicant organization;
2. The Council member or a member of the family will be employed by or is a paid consultant to the applicant organization;

3. The Council member or a member of the family is receiving services from the applicant organization in any capacity if the applicant is funded;
4. The Council member or a member of the family is receiving services from the applicant organization, or will receive services from the applicant organization if the application is funded;
5. The Council member or a member of the family is a party in any legal action in which the application organization is also a party.

Those members of the Council who have, or believe they have, a direct or indirect personal or financial interest in any of the applications being considered by the Council must abstain from participating in the entire process of reviewing the application in which the Council member has a conflict of interest and must be recorded as abstaining when votes are taken.

This policy applies to all Council staff and consultants involved in the grant process.

Approved by the Council December 14, 1988  
Amended by the Council August 1, 1990  
Amended by the Council December 7, 1994

### **SECTION C: APPEAL PROCESS OF THE GOVERNOR'S COUNCIL ON DEVELOPMENTAL DISABILITIES**

All applicants are informed, in writing and at the same time, about the results of the GCDD's proposal review process. Applicants who do not agree with the GCDD's decision may appeal. The following steps apply to the appeal process:

1. An applicant who wishes to appeal must notify the GCDD Chair in writing within 15 working days of the date of the letter informing the applicant about the decision;
2. The appeal letter must include the basis for the appeal. The appeal must be based on the criteria used by the Grant Review Committee to review and evaluate each proposal (see Evaluation of Proposal Form in Part IV of this RFP packet);
3. Upon receipt of the letter of appeal, the GCDD Chair will establish an Ad Hoc Appeals Committee. This committee will be comprised of the GCDD Chair, Grant Review Committee Chair, and at least one GCDD member who is not a Grant Review Committee member;
4. The Ad Hoc Appeals Committee will meet as soon as possible (in no case later than the next regular GCDD meeting) to consider the appeal;

5. The Ad Hoc Appeal Committee will review the deliberations of the Grant Review Committee and information presented by the applicant in the appeal letter. The Grant Review Committee may also request to hear from the applicant;
6. The Ad Hoc Appeals Committee review will determine if the recommendation of the Grant Review Committee appears to have been made according to the criteria contained on the Evaluation of Proposal form. Because the appeal letter must be based on these criteria, the information presented by the applicant will also be considered at this time;
7. The Ad Hoc Appeals Committee will present its findings in writing to the applicant and the full GCDD at the next regular GCDD meeting.

**APPLICATION COVER  
GOVERNOR'S COUNCIL ON DEVELOPMENTAL DISABILITIES  
MINNESOTA DEPARTMENT OF ADMINISTRATION**

370 Centennial Office Building  
658 Cedar Street  
St. Paul, Minnesota 55155  
(651) 282-2899 Voice (877) 348-0505 Toll Free  
(800) 627-3529 Minnesota Relay Service OR 711

1. Organization/Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
MN Tax ID No: \_\_\_\_\_ Fed Tax ID No \_\_\_\_\_

2. Proposal Title: \_\_\_\_\_

3. Certification:

I certify that to the best of my knowledge and belief, all information contained in this proposal is correct and complete; that, if approved, this program will be conducted according to this proposal, the requirements of the Governor's Council on Developmental Disabilities, Department of Administration, and provisions of the standards for programs funded under P.L. 106-402. I also certify that the applicant organization has authorized me, as its representative, to give these assurances and submit this proposal.

Signature: \_\_\_\_\_ ( on original copy)  
Title: \_\_\_\_\_

**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 **Customer Focused Research Study** Request for Proposal 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: \_\_\_\_\_

## State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

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

### **BOX B – For those companies not described in BOX A**

Check below.

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

### **BOX C – For all companies**

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

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

### **For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704  
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283  
Email: employerinfo@therightsplace.net

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

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

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

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

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

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

# STATE OF MINNESOTA RESIDENT VENDOR FORM

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

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

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

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

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**I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:**

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*  
 **Yes**  **No (must check yes or no)**
  
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.  
 **Yes**  **No (must check yes or no)**
  
3. Has a business address in the State of Minnesota.  
 **Yes**  **No (must check yes or no)**
  
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.  
 **Yes**  **No (must check yes or no)**

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

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

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

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

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

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

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

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

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

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

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

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

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

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

State the type of documentation attached:

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

State the type of documentation attached:

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

State the type of documentation attached:

Name of Company:

Date:

Authorized Signature:

Telephone:

Printed Name:

Title:

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

# Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its \_\_\_\_\_ ("State")  
and \_\_\_\_\_ ("Contractor").

## Recitals

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

## Contract

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### 1. Term of Contract

- 1.1 Effective date:** \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of terms:** The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

### 2. Contractor's duties

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

\_\_\_\_\_

\_\_\_\_\_

### 3. Time

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

### 4. Consideration and payment

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

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

(c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$ \_\_\_\_\_.

**4.2 Payment.**

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

(b) *Retainage.* Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) *Federal funds.* (Where applicable, if blank this section does not apply.) Payments under this Contract will be made from federal funds obtained by the State through \_\_\_\_\_. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

**5. Conditions of payment**

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

**6. Authorized Representative**

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

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

**7. Assignment, amendments, waiver, and contract complete**

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

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

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

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

**8. Indemnification**

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

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

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

## 9. State audits

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

## 10. Government data practices and intellectual property

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

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

### 10.2 Intellectual property rights.

(a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

#### (b) *Obligations*

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works

and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

#### **11. Workers' compensation and other insurance**

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

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

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

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

#### **13. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion**

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

#### **14. Publicity and endorsement**

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

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

**15. Governing law, jurisdiction, and venue**

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

**16. Data disclosure**

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

**17. Payment to subcontractors**

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

**18. Termination**

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

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

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

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

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

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.”

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

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

**20.1 Covered contracts and contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

**20.2 Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

**20.3 Minn. R. 5000.3400-5000.3600.**

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

Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (c) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
- (d) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**21. E-Verify certification (In accordance with Minn. Stat. § 16C.075)**

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

**[Signatures as required by the State.]**