MINNESOTA · REVENUE

IT Professional Technical Services
Master Contract

Statement of Work (SOW)
For Technology Services
Issued By
Minnesota Department of Revenue

Project Title: Senior Java/J2EE Developer

Service Categories:
Web Applications Specialist - Java/JSP/Servlets

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Note: Attachments D – F are DOR work related policies. Attachment I is the tax and background checks that must be completed by each individual when a contract is awarded and approved before any work can start. Attachments J - K must be signed and returned with the contract, <u>not with your response</u>.

1. **Business Need**

The Minnesota Department of Revenue (DOR), Electronic Government Services (EGS), group of Java/J2EE developers are responsible for developing and supporting EGS, Java/J2EE, Accounting and Web Based applications. EGS services include the processing of electronically filed tax returns and payments, bank reconciliation, and the ability to interface data between multiple platforms and physical locations. We are looking for one candidate that has strong skills in J2EE and web development with a good working knowledge of financial and banking standards. The selected individual will become a member of a group of developers with responsibilities for the design, construction, testing, documenting and supporting e-commerce applications to meet the business and IT needs of the DOR.

2. **Product/Results**

The successful candidate will work with an existing team of DOR Java Developers under the direction of the Information Systems Division. Their responsibilities include creating new, and maintaining existing, DOR Tax Processing and other business applications. Development toolsets include Eclipse IDE, Ant, Glassfish and BEA Weblogic Application Servers. In addition this candidate will be responsible for system administration duties on both Microsoft IIS, and the Sun One Web Server.

3. **Contractor Duties**

The successful candidate will work with the business users and development unit technical teams to deliver business and technical solutions as assigned.

The duties for this developer are to:

- trouble shoot problems
- determine new business requirements and deliver solutions by performing analysis
- developing requirements documentation
- technical design
- collaborate with the software architecture team to finalize design, interpret software architecture designs, assist in the development of the software specifications, develop functionality requirements, code and test applications, and
- mentor others in the delivery of the applications.
- may be required to lead a project and/or other technical staff to complete a given assignment.

4. **Contractor Deliverables**

- Increase DOR's Java development expertise by working closely with DOR staff through implementation and migration of developed Java/J2EE applications.
- Work with project leadership and business units to assist in the development and delivery of enterprise Java based business systems.
- Provide weekly status reports to the project management team.
- Other duties related to developing and maintaining DOR business and tax processing applications may be assigned.

5. **Required Skills:** *(If required skills are not met the proposal will be deemed non-responsive and will not be considered for evaluation.)*

Required minimum skills are (number of years):

- Object-oriented Application Programming(6)
- Java/J2EE(6)
- EJB(6)
- JSP(6)
- JMS(6)
- Struts(5)
- Eclipse and/or NetBeans IDEs (2)

- XML(5)
- SQL(5)
- JSP(6)
- Spring Framework(2)
- Struts(2)
- BEA WebLogic Server(5)
- Glassfish Application Server(1)
- MQ Series(5)
- PVCS and/or Subversion(2)
- Ant(5)
- Ability to translate requirements into functional and technical specifications
- Excellent communication skills – written and oral

6. Desired Skills:

- Groovy
- Sun One Web Server Administration
- IIS Web Server Administration
- Windows Server 2003
- Windows Server 2008
- Tax Processing Systems experience
- DB2/Sybase
- XQuery, XForms (Orbeon)
- XPath
- XSLT
- XML Schema Design
- creating Hyperic HQ and/or SiteScope system monitors,

7. Duration and Location of Assignment:

This assignment will begin on July 1, 2010. The assignment is planned for approximately twenty four (24) months, depending on funding availability. All work will be performed at The Minnesota Department of Revenue, 600 North Robert St., Saint Paul, MN 55101.

8. Process Schedule

• Deadline for Questions	March 18, 2010
• Posted Response to Questions	March 19, 2010
• Proposals due	March 26, 2010
• Anticipated proposal evaluation begins	March 29, 2010
• Anticipated proposal evaluation & decision	April 23, 2010

9. Questions

Questions regarding this Request for Proposal must be submitted to the Minnesota Department of Revenue by email to the following address: dor.rfp@state.mn.us. Other personnel are not authorized to answer questions regarding this Request for Proposal.

Questions submitted to DOR must contain the name of the person submitting the questions, their email address, name of the company and title "Senior Java/J2EE Developer" in the subject field of the email.

Questions must be received no later than 1:00 p.m. CT, in St. Paul, Minnesota, on March 18, 2010, as indicated by the date and time stated in the DOR mail header. DOR reserves the right to refrain from responding to questions submitted after 1:00 p.m. CT, on March 18, 2010.

All of the questions along with DOR's answers will be posted on the Office of Enterprise Technology web-site (www.oet.state.mn.us) on or about March 19, 2010 4:00 p.m. CT. The exact day and time the questions and answers will be posted may depend on the quantity and complexity of the questions.

10. Submitting Responses

Responses to this request must be submitted by email to DOR at the following address: dor.rfp@state.mn.us.

Responses are due at DOR no later than 1:00 p.m. CDT, on **March 26, 2010**, as indicated by the date and time stated in the DOR email header. Late responses will not be considered.

Responses submitted to DOR must include a cover letter containing:

- Project Title: "Java/J2EE Developer"
- The name of the person submitting the response
- Their email address
- Their phone number
- Name and address of their company

DOR will accept a maximum of one (1) resume from each vendor.

All costs incurred in responding to this Request for Proposal will be borne by the responder.

This work order request does not obligate the state to award a work order or complete the assignment, and the state and DOR reserve the right to cancel the solicitation if it is considered to be in their best interest.

11. Response Content Requirements

- Resumes: Responses must contain a resume(s) (including name) of the candidate(s) proposed for this Statement of Work. The resume must contain specific education and work experiences (company name, dates of employment and duties performed) that specifically correspond with the skills listed in Section 5. Required Skills and Section 6. Desired skills**. Resumes must be submitted separately or as an attachment with response.**
- References: Responses must include at least three references, preferably including government and/or other public sector references for each resume submitted. The list of references must include the name and phone number of each reference.
- Cost: Responses must include the proposed candidate's hourly rate.

All requirements must be met and all required skills listed and identified or your submission may be deemed nonresponsive and receive no further consideration.

12. Interviews

Only the top candidates will be selected for an interview based on the requirements in **5. Required Skills, 6. Desired Skills, and 11. Response Content Requirements**.

Interviewees will be expected to demonstrate and describe their qualifications in fulfilling the requirements described in **Section 3**. **Contractor Duties.**

Interviews will be held at the Minnesota Department of Revenue, 600 North Robert Street, St. Paul, Minnesota. Notice of invitation for an interview will be given as soon as practicable after the evaluation of responses.

The interviewee will be responsible for all of their costs related to their interview, for example: travel, lodging and meals.

13. Description of Evaluation Process:

- DOR will read through all responses to verify requirements have been met, as described in sections **5. Required Skills** and **11. Response Content Requirements.**
- Evaluation factors:
  - Knowledge and experience in areas described under sections **5. Required Skills** and **6. Desired Skills**.
  - Communication skills and personal representation during interview. Points will be reevaluated based on interview.
  - References as described in section **11. Response Content Requirements**.
  - Cost.
- Scoring:
  - Required Skills and Desired Skills: a maximum of 50 points may be awarded.
  - Cost: a maximum of 30 points may be awarded.
  - Communication skills: a maximum of 10 points may be awarded.
  - References: a maximum of 10 points may be awarded.

14. Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. 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.

15. Disposition of Responses

All materials submitted in response to this SOW 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 SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 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.

16. Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a 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 award, 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 ("MMD") which must include a description of the action which the contractor 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.

17. 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 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. **Responders must self-identify themselves as an eligible business or individual to receive this preference.** For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

18. Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

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

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

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

19. 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.

20. Indemnification and Hold Harmless

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

21. Example of the IT Professional Services Master Contract Work Order

An example of the IT Professional Services Master Contract Work Order to which the selected contractor will be required to sign is attached (Attachment A) to this Statement of Work. If you take exception to any of the terms, conditions or language in the Work Order, you must indicate those

exceptions in your response; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response will be available for discussion or negotiation.

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 SOW; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the SOW will be available for discussion or negotiation.

STATE OF MINNESOTA

IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its commissioner of Revenue ("State or Department") and _____"Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Recitals

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

Work Order

1 Term of Work Order

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 work order until it 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.

2 Contractor's Duties

The Contractor, who is not a state employee, will: [*thorough description of tasks/duties]*

3 Deliverables

The deliverables will consist of, but not limited to: *[thorough description]*

4 Consideration and Payment

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

A. *Compensation.* The Contractor will be paid as follows: The Contractors will be paid

B. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed $__.

C. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed _____dollars.

4.2 ***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:
_____

5 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract

by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

6 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form are true, accurate and incorporated into this work order contract by reference.

7 Authorized Representatives

The State's Authorized Representative is _____(or successor), phone:_____, Minnesota Department of Revenue, will be the Contracts Manager for this project. She will be responsible for managing the compliance of this contract and the authorized representative to consider, accept or reject any contract modifications and has authority for approval of acceptance of services and invoice approval for payment.

The State's Project Manager is_____, (or successor), Minnesota Department of Revenue, phone: _____ and has the responsibility to monitor the Contractor's performance and with the Contracts Director has the authority to accept the services provided under this contract. If the services are satisfactory, the State's Project Manager and Contracts Manager will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is_____, phone: _____. If the Contractors Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

8 Affirmative Action

8.1 For contracts in excess of $100,000.00 the Contractor certifies that it is in compliance with Minn. Stat. § 363.073.

8.2 If the Contractor has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months the Contractor must comply with the following Affirmative Action requirements for disabled workers:

(A) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(D) The Contractor will 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.

(E) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

9 Amendments and Change Requests

A. The parties may at any time by written amendment, make changes within the general scope of the contract.

B. Except as provided herein, this contract may be modified only by written amendment duly executed by the authorized agent of the State. No alteration or variation of the terms and conditions of this contract shall

be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

C. Contract amendments may be negotiated by the State's authorized representative whenever necessary to address changes in the terms and conditions, costs, or scope of the contract. An approved contract amendment must be approved by the authorized signatories of the State and Contractor prior to the effective date of such amendment.

D. Change Requests: Contractor is expected to deliver a system that is designed in this contract. The DOR contract director will monitor the performance of this contract. In the event the DOR Contract Director requests the contractor provide a modification not previously described in the contract, Contractor will provide, in writing, to the DOR Contract Director the cost of performing such modification. The DOR Contract Director will decide whether the change is part of the scope of the original project and if additional compensation will be allowed. Contractor and DOR will jointly determine the effect of changes on the delivery schedule. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the contract delivery schedule and cost and a contract amendment will be agreed upon. Either party may propose adjustments. If the Contractor seeks an adjustment, the Contractor must request such adjustments in writing. The State will not compensate the Contractor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in level of effort. All change modification requests will be drafted by DOR and will be agreed to in writing by both parties prior to implementation. A change request affecting costs and/or the time schedule will become part of the contract and will be incorporated and processed as a contract amendment. No oral instructions or agreements will be binding on either party. All necessary changes or modifications must be agreed to in writing to be binding.

E. In the event the two parties cannot agree on modifications that are within the scope or out of scope with this Contract, the dispute will be escalated to the next level of management of both 'Disclosure Agreement with Vendor and the Internal Revenue Service Disclosure Agreement with Vendor.

10 DOR Policies

The Contractor agrees to comply with all terms of the Minnesota Department of Revenue's Policy Prohibiting Pistols at Work and the Workplace Violence Policy wherever and whenever the Contractor is performing services within the scope of this work order. In other words, any Contractor doing work for the Department of Revenue will not carry any dangerous weapons as described in either policy.

Any violations of these policies by the Contractor or Contractor's employees may result in the immediate suspension or termination of this contract.

11 DOR On-site Access

The Contractor will complete the Applicant Information forms and submit with the signed contract to DOR.

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
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: _____

Pistols Prohibited at Work

September 2006

This policy is in response to the Minnesota Citizens' Personal Protection Act of 2003 (subsequently re-enacted in the 2005 Legislation Session). All other policies regarding dangerous weapons and violence in the workplace remain in effect. Those policies are available on the HR Information for All Employees Database, refer to security and workplace behavior.

The Department of Revenue hereby establishes a policy prohibiting all Department of Revenue employees from carrying or possessing pistols while acting in the course and scope of employment for the Department of Revenue. This policy applies to all Department of Revenue employees, including those who have a permit to lawfully carry pistols.

The possession or carrying of a pistol by Department of Revenue employees is prohibited while on any state owned or leased Department of Revenue work site.

The possession or carrying of a pistol by Department of Revenue employees is also prohibited while acting in the course and scope of employment for the Department of Revenue in any work location. Work location includes, but is not limited to:

- Taxpayer businesses;
- taxpayer residence;
- office or home of taxpayer representatives;
- office or home of any third party;
- other government offices;
- any other location where a Department of Revenue employee conducts department business in the presence of other Department of Revenue employees, taxpayers, taxpayer representatives or other third party representatives; and
- attending training or conferences on behalf of the department.

In addition, this policy applies to Department of Revenue employees under the following circumstances:

- Driving on department business regardless of who owns the vehicle;
- and riding as a passenger in a vehicle or any type of mass transit on department business.

An exception to this policy is that Department of Revenue employees may possess or carry pistols in state owned or leased parking facilities or areas if they follow all applicable laws.

Employees violating this policy are subject to disciplinary action in accordance with the Department of Revenue's disciplinary procedures.

If you have questions about this policy contact Kathy Yzermans, Facilities Management, at 651-556-6003 or Human Resources Division at 651-296-3414.

Dated: 5-27-03

Workplace Violence Policy

INTRODUCTION

In 1992, the Minnesota Legislature adopted the following act (Minn. Stat. 1.5):

Freedom from Violence

The State of Minnesota hereby adopts a policy of zero tolerance of violence. It is state policy that every person in the state has a right to live free from violence.

In furtherance of this policy, Minn. Stat. 15.86 mandates that each agency of state government adopt a goal of zero tolerance of violence in, and around, the workplace.

Each agency is also encouraged to develop a plan that describes how the agency will (1) seek to eliminate any potential for violence in and around the agency workplace; and (2) seek to eliminate any potential for violence by affecting the attitudes and behavior of the people that the agency serves or regulates.

AGENCY GOAL

It is the goal of the Minnesota Department of Revenue to achieve a work environment which is free from threats and acts of violence. The department will not tolerate workplace violence of any type, from any source. This includes threatening or violent actions by employees directed against other employees, by employees directed against department customers or other workplace visitors, and by department customers or visitors directed against department employees.

AGENCY POLICY

It is the policy of the Minnesota Department of Revenue and the responsibility of its managers, its supervisors and all of its employees to maintain a workplace free from threats and acts of violence. The department will work to provide a safe workplace for employees, and for visitors to the workplace. Each employee, and everyone with whom we come into contact in our work, deserves to be treated with courtesy and respect.

The department's policy on work-related violence includes:

The department will actively work to prevent and eliminate acts of work-related violence.

The department will respond promptly, positively, and aggressively to deal with threats or acts of violence. This response will include timely involvement of law enforcement agencies, when appropriate.

Incidents of work-related threats or acts of violence will be treated seriously by the department. Reports of such acts will be promptly investigated, and management will take action, as necessary, to appropriately address each incident.

The department will take strong disciplinary action, up to and including discharge from State employment, against employees of the department who are involved in the commission of work-related threats or acts of violence.

The department will support criminal prosecution of those who threaten or commit work-related violence against its employees, or against taxpayers and other visitors to its work environment.

Pursuant to Minnesota Statute 15.86, this policy does not create any civil liability on the part of the State of Minnesota.

Minnesota Department of Revenue Code of Conduct
Achieving Compliance with the Tax Laws

INTRODUCTION

Our mission is to achieve compliance with the tax laws of Minnesota. To accomplish that we must gain the public's confidence in our competence and integrity. Thus, state employees must act according to the highest ethical standards. As employees of the State of Minnesota and the Department of Revenue particularly, employees must understand what is expected of them regarding their obligations to the state and their relationships with co-workers and the citizens of Minnesota. The *Code of Conduct* outlines those responsibilities.

POLICY STATEMENT

The *Code of Conduct* applies to all Minnesota Department of Revenue employees. The term "employee" means full time, part time, unlimited, seasonal and temporary employees, including all members of the commissioner's staff, division directors, supervisors, classified and unclassified employees. Interns, trainees, employees on mobility assignment, and special work study employees are also included, no matter how their salaries are funded. The Code also applies to all contract workers and consultants who perform services directly for the department.

As an employee, you are individually responsible for complying with this Code and must avoid all conduct that is, or could be seen as, inappropriate or as a conflict of interest. If you are unsure whether certain conduct presents or appears to be a conflict of interest, or if you are aware that another employee is violating the laws we enforce, contact your supervisor.

The duties and requirements set out in this Code apply to dealings with all of the department's customers. The term "customer" includes, but is not limited to, taxpayers. As used in this document, the term customer means any person or entity that benefits directly or indirectly from the services we provide. While taxpayers, tax practitioners and the Legislature make up the majority of our customers, customers may also be a co-workers.

In general, your supervisor is responsible for making this information available to you and advising you about it. However, *you are also subject to Minnesota law* (see Statutes Appendix) *and other requirements*, such as the state alcohol and drug policy and the Revenue Department's policy on violence. It is your responsibility to familiarize yourself with these policies.

PURPOSE

<u>This Code helps you avoid conduct or activity that will, or appear to:</u>

- conflict with your employment
- result in use of your position for private and personal gain;
- show favoritism to any organization or person;
- interfere with your objectivity;
- hinder the department's efficiency; or
- lower the public's confidence in the department's integrity or yours.

<u>It also helps you maintain high standards of conduct while on the job.</u>

Employees who deal directly with the public are most directly affected by these standards; however, all employees must follow them to ensure a productive and pleasant workplace.

COURTESY AND APPEARANCE

Be courteous

- You must *be professional, courteous and cooperative with customers* at all times. While it may be difficult to deal with people who are impatient or discourteous, you will be held to a professional standard. You must be helpful and understanding and respond to them with a pleasant tone and willingness to help.

- You must *give immediate attention to customers* who come into your office. If there must be a wait, explain the situation as clearly as possible and tell them how long they must wait. Be on time for appointments. If you must cancel or delay an appointment, or you cannot provide any product or service on time, notify your customer as soon as possible.

- You are also expected to *be equally courteous and cooperative with your coworkers.* Hostile confrontations with other employees must be avoided. Refer to the Minnesota Department of Revenue Zero Tolerance of Workplace Violence Policy for further clarification.

- *Be responsive and professional with customers and other employees* in all forms of communication, regardless of the situation or the means of communication. When answering the phone, identify yourself and your unit. If a call is misdialed or misdirected to your extension, be as helpful as possible. Offer to transfer the caller or provide the correct number. Refer to the Minnesota Department of Revenue Standards for Effective Communication and the Key Functions Lotus Notes Database on your computer if you have questions or need more information.

General Appearance

- Our goal is to present a good public image and professional appearance for the department.

- You must wear clothing and accessories that are appropriate to your specific duties, work environment, and type of work that appropriately fit with business community standards.

Ordinarily, you must:

- be responsive and professional with customers and other employees
- meet appropriate standards of hygiene, health and safety;
- have hair neatly groomed; and
- avoid wearing inappropriate clothing, or clothing that is tattered, worn, revealing, or needs repair.

Supervisors are responsible to serve as examples for employees and to set the tone for personal appearance and to enforce the standards.

CONFLICTS OF INTEREST

Fair and impartial administration of state government and the enforcement of its laws make the avoidance of any conflict of interest extremely important A conflict of interest exists when your conduct or activities are inconsistent with your official duties and responsibilities as a Minnesota Department of Revenue employee. This usually happens if your private interest, whether personal, financial or in any other way beneficial, conflicts or appears to conflict with your public responsibilities. A conflict of interest may occur if your independence or judgment is impaired. You have an obligation to avoid all conflicts of interest.

Even situations that are not in themselves a conflict of interest may be prohibited if there *appears* to be a conflict of interest. Be sensitive to any conduct that would lead one to believe that you or another

employee may be biased. You have a duty to promptly report the existence or possible existence of any conflict of interest to your supervisor. Your supervisor will take appropriate action.

Not all situations can be covered by this Code; it is impossible to anticipate every situation. If you have any questions about a particular activity or interest, obtain clarification from your supervisor or the director of the Human Resource Management Division (HRM).

Remember, for the purpose of conflict of interest, the word "taxpayer" means an individual, business, taxpayer representative, lobbyist, and business or professional associations representing taxpayers with similar interests. The same standards apply to your dealings with department vendors.

Gifts

- You may not accept money, gifts, food, entertainment, favors, or any other item of value from a taxpayer or any other external source in connection with your employment with the department. If you attend or address any meeting or conference, you should advise the organization sponsoring the event of the department's policy, especially if personalized gifts are offered. If declining an item would create difficulty or an embarrassing situation, the item may be accepted and then returned to the giver as soon as possible.
- If it is not possible to return a gift, you should give it to a recognized charity. Perishable food gifts should be distributed to other employees without disclosing the source if you are unable to donate them to charity. Use good judgment.
- This policy also applies to situations where you attend a conference, convention or similar event on state time that is not sponsored by another state agency. If attendance is approved in advance, the department will pay for your meals or expenses associated with that event as with any other work assignment. The department will not accept free admissions for other Revenue employees unless it has been determined that the department has provided sufficient payment or services for those admissions.
- The prohibition of gifts extends to food and drink offered at hospitality suites and special recreational events provided by taxpayers as defined previously and that are not within the normal scope of the conference. This includes conferences sponsored by taxpayers, lobbyists or other special interest groups such as the Minnesota Society of Certified Public Accountants, Tax Executives Institute (TEI), or the Minnesota Association of Public Accountants (MAPA). Conferences sponsored by other state agencies or other states are not subject to this prohibition, such as the Minnesota Farm School.
- This policy does not apply if the hospitality or recreation is part of the conference registration fee for which the department has paid. If you wish to attend a hospitality suite or other recreational activity not covered by the department-paid registration fee, you should contribute to the cost of food and beverage you consume.

Exceptions include:

- meals or entertainment provided by a taxpayer who is also a personal friend, provided that person does not use the occasion to attempt to influence department policy or operations;
- occasional offers of coffee or other non-alcoholic beverages from a taxpayer while working;
- food or beverage given at an event at which you appear to make a speech or answer questions as part of a program;
- gifts of nominal value such as promotional items of little or no retail value;
- plaques or similar mementos recognizing individual service in a field of specialty; and
- reimbursement of expenses for travel or meals which are not reimbursed by the state and that were approved in advance as part of a work assignment.

Acting as Agent or Attorney

You may not represent any taxpayer in any proceeding before the Minnesota Department of Revenue, the Internal Revenue Service, or any other state revenue agency. This also applies to Tax Court, District Court, Supreme Court or administrative law judges who hear tax matters. In addition, if you are involved in property tax administration, you may not act on behalf of anyone except yourself, your spouse, or your minor children in any property tax appeal before any local agency.

Recommendations -
In your official capacity you may not suggest, recommend, encourage or discourage the employment of any specific attorney, accountant, tax advisor, appraiser or firm in connection with any tax matter.

- AVOID ANY TAX ADMINISTRATION ACTIVITY INVOLVING AN ACQUAINTANCE -

Prohibited Activities
You may not examine, audit, collect from, or engage in any other tax administration or enforcement activity regarding a taxpayer who is a family member, close friend, or employer. You must avoid any tax administration activity involving an acquaintance or any other taxpayer about whom you have a bias, if your objectivity would be impaired. If you receive an assignment that conflicts with these restrictions, immediately advise your supervisor and the supervisor will reassign the case.

Use of Information
You must not personally use or profit from any information acquired in the course of your work if that information is not available to the public.

Remuneration from Other Sources
You must not accept money or any other token of value from anyone, other than the state, for the performance of any act required of you during the ordinary course of business.

Customer loyalty awards are also prohibited under state law. For example, if you are required to travel by air on state business, you may not accept frequent flyer miles or other awards or prizes connected with the flight. They must be turned over to the state.

Restrictions on New Employees
You may not work on any taxpayer matter that is connected with any previous employment.

If you have questions about this policy, or think your situation qualifies for exemption, contact the director of the Human Resource Management Division for an opinion.

Bribery Attempts
Be alert to solicitations, offers of money, or anything of value, whether direct or indirect, in exchange for doing or refraining from doing anything within you official function. If you believe you were offered a bribe, immediately report the circumstances to your supervisor. Cooperate fully with any investigation that may follow.

Nepotism
To avoid favoritism, or its appearance, you may not supervise, hire, evaluate or discipline anyone with whom you are related by blood, marriage or adoption, or to whom you were previously related by marriage or adoption. Further, if any other relationship may influence your judgment, you should not supervise, hire evaluate or discipline that person. If you are unsure about a particular relationship, discuss it with your supervisor or the director of the Human Resource Management Division.

Soliciting for Charities or Other Causes
You may not solicit contributions for private or charitable causes on state time or use state equipment such as copiers, paper or the electronic mail system to do so. Charitable campaigns authorized by the Department of Employee Relations for which we have established solicitation procedures are exempt from this prohibition. Prohibited activities include soliciting for any personal or social purpose.

If you wish to solicit for other charitable or private campaigns, advocacy groups, church groups, community or religious organizations, or personal or family events, you may do so in non-public and non-work areas. You may not use your work time or the work time of other employees to solicit for unauthorized campaigns. The cafeteria and similar areas are considered non-public, non-work areas.

When conducting charitable fundraising activities such as raffles, you must learn how to do so legally by contacting the Minnesota Gambling Control Board. It will instruct you about charitable solicitations when using raffles, bingo and other gambling activities. Any employee who sells or advertises raffle tickets at work is responsible for meeting the guidelines.

If an event involves gambling and it is not conducted according to state law, a tax of 2 percent of the gross sales applies. Illegal gambling proceeds are also subject to the sales tax.

Soliciting for Private Gain
You may not conduct private business, sell, or attempt to sell or buy any commercial product or service during work hours in any working area. You may make isolated and occasional sales of personal items but you may not use the regular electronic mail system, interoffice mail or any other state equipment or supplies. Bulletin boards and a limited Notes database are available for this purpose.

POLITICAL FUNDRAISING AND OTHER POLITICAL ACTIVITIES

Solicitation of Funds or Support
You must not solicit funds or other support for political activities or candidates on state time or use state property such as computers, telephones or mailing lists for that purpose. Political activities include more than support for a particular candidate or group of candidates; they may also include political activities and issues.

Political Activities
You may participate in political activities on your own time and off state property. When doing so, you should not in any way connect endorsement of a candidate, cause, activity or position with the state of Minnesota or your employment. You may not wear campaign or issue-oriented buttons or clothing while on the job or display political materials anywhere in the building or on any other state property or taxpayer site.

Political Office
In some cases, employees who run for public office or who are elected to public office should take a leave of absence. If you intend to run for public office, you must first contact the director or the Human Resource Management Division to receive proper guidelines.

Other guidelines to follow include:

- You must take a leave of absence if elected to a federal or a state office. For other elective offices (county, city, local boards, etc.), you must consult the commissioner of the Department of Employee Relations to see if the office conflicts with your employment.
- You must take a leave of absence upon becoming a candidate for any elective public office if, in the commissioner of the Department of Employee Relation's opinion, it conflicts with your employment.

TAX RETURN FILING AND PAYMENT

At the beginning of this document, you were reminded that our *mission is to achieve compliance with the tax laws*. Therefore, all of us must adhere to the standards we impose on others. You must comply with federal, state and local tax laws and meet all filing requirements and payment obligations. Remember, state and federal statutes require people who meet income thresholds to file returns even if they expect a refund.

You also will be considered in compliance with your tax payment obligations if you comply with the terms of an authorized payment plan. If you have questions regarding tax compliance, contact the director of the Human Resource Management Division to arrange for confidential assistance.

- ALL OF US MUST ADHERE TO THE STANDARDS WE IMPOSE ON OTHERS -

OUTSIDE EMPLOYMENT

To maintain the public's trust and enhance voluntary compliance, you may not accept certain types of outside employment that create conflict of interest or its appearance. Certain types of employment are prohibited outright; other types must be reviewed on a case-by-case basis.

Prohibited Employment

- You may not prepare federal, state, local or charitable gambling tax returns for any type of pay or benefit. That includes accepting any tax-related employment by a religious, charitable, or other nonprofit organization. The public could view this situation as a conflict of interest.
- You may not hold any outside employment if its principal function is to collect, analyze, or make ready materials used to prepare federal, state, local or gambling tax returns or provide guidance on tax planning.
- You may not hold outside employment that otherwise creates a conflict of interest or its appearance.

- PREPARING RETURNS FOR FAMILY MEMBERS, PERSONAL FRIENDS OR AS A VOLUNTEER FOR VITA OR A SIMILAR ORGANIZATION AS A PERSONAL FAVOR IS PERMITTED -

Permitted Employment

You may accept employment unrelated to taxation and in which you do not disseminate or disclose confidential information obtained during your department duties. For example, you may work in retail sales, food service, or janitorial work without notifying the department of this employment.

Outside Employment Requiring Advance Notice

Advance notice is required for all types of employment not specifically permitted in the above section. If you have any questions about the appropriateness of accepting outside employment, you must notify your supervisor and the director of the Human Resource Management Division. You must also notify them if you change outside employment.

Restrictions on Employment after Termination

- You may not act as counsel, attorney or agent for a taxpayer in connection with any claim or proceeding pending in the Department of Revenue within one year after terminating your department employment.

- If you leave the department, you may not act as counsel, attorney, or agent in connection with any claim or matter about which you had knowledge during Revenue Department employment.

USE OF STATE PROPERTY

General

You should not use state time, facilities or property for personal use. That includes, but is not limited to, state supplies and equipment, such as paper, computers, photocopy and FAX machines, state vehicles and telephone lines. Specifically, you may not use state time for personal activities such as playing computer games. Neither should you use state computers for personal projects or outside employment - even on your own time.

Telephones

In general, state telephones are for official business only; however, there are exceptions to this rule. Personal telephone calls within the local calling area that meet the following criteria are acceptable:

- calls are of limited duration and frequency;
- calls do not adversely affect your performance or the performance of other employees; and
- calls could not have reasonably been made during non-working hours.

Examples include, but are not limited to, the following situations: brief calls to spouses, minor children, elderly parents or other dependents, and to places that can only be reached during working hours, such as government agencies, physicians, or other professional services.

- State telephones may not be used for personal long distance calls because such calls constitute illegal avoidance of federal taxes and also inappropriate financial gain for you. You must charge long distance calls to a non-government phone or your personal credit card. Under exceptional circumstances you may use the phone line for long distance calls if you reimburse the state.
- Furthermore, you must not accept personal calls on the department "800" numbers, or use caller fee or "900" numbers.

RESPECTFUL TREATMENT OF OTHERS

All employees must comply with the Minnesota Department of Revenue *Affirmative Action Plan.* You must not engage in any unwelcome conduct with respect to a co-workers race, color, creed, sex, sexual orientation, national origin, age, marital status, disability, religion or reliance on public assistance. Harassment based on these characteristics is expressly forbidden by law.

Harassment is defined as:

- Disparaging, belittling, demeaning or insulting remarks;
- Jokes about an employee or characteristic unique to that employee; or
- Demeaning an employee's character, reputation, work efforts or property.

Any of these is considered harassment, whether oral or written, or actions taken that do not maintain an appropriate business relationship. Additionally, the department will not tolerate any form of harassment or disparaging treatment based on other characteristics not listed above.

The commissioner is responsible for the application of this policy within the department, and managers and supervisors have the responsibility within their units. You are expected to be familiar with the department's Affirmative Action and Harassment Policies, which can be obtained from the department's affirmative action officer or the Human Resource Management Division. Each department supervisor is responsible for orienting his/her staff to these policies. If you feel you are being subjected to harassment or discrimination in any form, or have witnessed such conduct, contact your supervisor or the department affirmative action officer.

- The Minnesota Department of Revenue will not tolerate any form of harassment -

CONFIDENTIALITY OF DATA AND SECURITY BADGES

Minnesota laws provide that information relating to returns for income tax, sales tax, estate tax, MinnesotaCare tax, any similar Indian tribal tax, drug tax and environmental taxes, and property tax refunds is confidential. Return information is any information collected, created, or maintained by the department, including a taxpayer's identity or filing or payment history.

You should not disclose this information to anyone other than the taxpayer, the taxpayer's representative named in a power of attorney, or another department employee who needs the information to perform his or her job.

There are limited situations where we may share information with other agencies, other states, or the Internal Revenue Service (IRS). Federal laws require that IRS data be kept confidential, and the exceptions allowing exchanges with other agencies are specified in Minnesota laws. If you have questions about disclosure, check with your supervisor.

> **Addendum 2/2/98**
>
> **Browsing Prohibited**
>
> **You are not allowed to inspect a taxpayer's return or return information unless it is in connection with your official job duties. This includes charging out files that are stored in the Information Management Division, or accessing computer systems that contain taxpayer return information. To "inspect" means to examine or review a return or return data to find out specific information about a taxpayer, such as how much income the taxpayer has, what the taxpayer's address or social security number is, or anything else about the taxpayer which you are seeking for your personal knowledge, curiosity, or benefit. "Official job duties" does not include accessing return or return information of a taxpayer's representative unless there is reason to believe that the representative's filing is not accurate."**

You, as well as all visitors, must display or obtain a security badge to enter any Revenue Department office. Proper identification of all personnel and visitors is essential to maintain the confidentiality of tax information and building security. <u>This applies to the department's regional offices as well as the central office.</u>

COMPUTER SECURITY

The Department of Revenue's computer data and resources are to be used only for authorized work purposes. Access to computerized information is limited to only those who need the information to perform assigned duties.

Computer system access codes and authorities are issued to individual employees. You must not share access codes. We all have an obligation to protect data from unauthorized disclosure, modification, transfer, or destruction and to ensure that computer information is kept accurate, complete and current.

We all must comply with published computer security policies and procedures. If you have any questions, contact your supervisor or work group manager.

REPORTING VIOLATIONS

To maintain the integrity of the Revenue Department, you should report any suspected violations of this *Code of Conduct* to your supervisor for appropriate action. If you suspect that your supervisor is in violation of this Code, report the suspected violation to your supervisor's supervisor or the director of the Human Resource Management Division.

- MAINTAIN THE DEPARTMENT'S INTEGRITY -

DISCIPLINARY AND OTHER REMEDIAL ACTION

Violations of the Code

If you violate this Code, you may be subject to disciplinary action. Violations of law may result in civil or criminal prosecution. Discipline may also be administered in accordance with the appropriate bargaining agreement or plan. The Revenue Department may also reassign you or change your duties to avoid a conflict; and/or require you to stop an activity that conflicts with your work. You have specific appeal rights under law and/or your collective bargaining agreement if disciplined for violating this Code.

Determinations under the Code

If you believe that your activities are exempt from a specific provision of the *Code of Conduct,* you may apply in writing to the director of the Human Resource Management Division for an exemption. The determination will be based on thorough analysis of the activity to assess how the activity affects your ability to perform your job, and how that activity might conflict with or appear to the public to conflict with your job.

A decision will be made as quickly as possible and within thirty days. In the meantime, you may continue the activity provided it violates no other provision of the Code.

If the Human Resource Management director rejects your request, you will be given reasons for the rejection. For situations covered by the *Statewide Code of Ethics and Political Activities* (Minnesota Statutes §§ 43A.32, 43A.38 and Chapter 10A), you may ask the commissioner of the Department of Employee Relations to reconsider the decision. That decision is final.

APPENDIX*

STATUTES PROHIBITING ACTIVITIES OF PUBLIC OFFICIALS, EMPLOYEES AND PEOPLE DOING BUSINESS WITH PUBLIC ORGANIZATIONS

The following summarizes statutes that apply to state employees. Make yourself familiar with these statutes. If you have questions, contact your supervisor. This list is as exhaustive as possible; however, new statutes and policies may make this list incomplete. If you wish to examine the laws listed, refer to the specific statute or contact the Human Resource Management Division.

Misconduct of a Public Officer or Official (Minnesota Statutes § 609.43)

If a law imposes no other sentence, a public officer or an employee may be sentenced to up to one year in prison, a fine of up to $3,000, or both if he/she is found guilty of:

1. knowingly refusing to do a duty which is required by law;
2. knowingly committing an act which is forbidden by law or exceeds his or her authority in one’s official capacity;
3. intentionally using his or her authority to injure another person's property, person or rights; or
4. willfully making a false tax return, certificate or other document while one is acting in his/her official capacity.

Violation of this Section is a gross misdemeanor.

Ex-Employees Not to Represent Clients (Minnesota Statutes, § 270.021)
Prohibits former Revenue employees from acting as counsel or agent for a taxpayer in any matter before the department for one year after termination of employment. A former employee may never represent a taxpayer on any matter if he/she knew about the matter while employed at the Minnesota Department of Revenue.

Violation of this Section is a gross misdemeanor.

Code of Ethics for State Employees (Minnesota Statutes, § 43A.38,39)
In general, state employees may not give out confidential information, use state time or property for private purposes or engage in activities that constitute a conflict of interest. The statues have specific requirements and examples.

Violation of this Section is a gross misdemeanor.

Political Activities of State Employees (Minnesota Statutes, § 43A.32)
Sets out specific requirements for employees who run for or accept a public office.

Violation of this Section is a gross misdemeanor.

Confidentiality of Tax Data (Minnesota Statutes, § Chapter 13, 270B)
Contains secrecy provisions for information and prescribes penalties for unlawful disclosure.

Violation of Chapter 13, Government Data, is a misdemeanor.
Violation of Chapter 270B, Tax Data is a gross misdemeanor.
Violation of either statute is just cause for suspension without pay or dismissal. In addition, if you violate these sections, you may be subject to civil suits.

The Civil Service Law (Minnesota Statutes, § 43A.38, 43A.39)
Prohibits employees from fraudulently obtaining state employment or interfering with the testing process.

Violation of this section is a gross misdemeanor.

If convicted, the employee will be ineligible for appointment in the civil service system for three years following conviction.

Embezzlement of Public Funds (Minnesota Statutes, § 609.54)
Special provisions deal with state employees who convert state funds to their own use in any manner.

Violation of this Section is a felony.

It is punishable by up to five years in prison, a $10,000 fine or both, if the value of the funds embezzled is $2,500 or less, or up to 10 years imprisonment or a fine of up to $20,000, or both, if the amount embezzled is over $2,500.

Failure to Pay Over State Funds (Minnesota Statutes, § 609.445)
Employees who receive money on behalf of the state and intentionally do not pay it to the appropriate state agency.

Violation of this Section is a felony.

It is punishable by up to five years in prison, or a fine of up to $10,000, or both.

Misappropriation of Money (Minnesota Statutes, § 10.31)
It is illegal to use money appropriated for a specific purpose for any other purpose.

Violation of this Section is a gross misdemeanor.

Theft (Minnesota Statutes, § 609.52)
This applies to property of all forms including labor and professional services.

Violation of this Section is a felony, regardless of the amount or value.

Receiving Stolen Property (Minnesota Statutes, § 609.53)
Higher penalties apply to people who receive, possess, buy, conceal or transfer state property when they know the property is stolen.

Violation of this Section is a felony.

False or Fraudulent Claims (Minnesota Statutes, § 609.455.3.756)
These statutes make it a crime for state employees to knowingly present false claims or allow false claims to be paid.

Violation of this Section is a felony; however, violation of 3.756 is a misdemeanor for a state officer, but if convicted, he/she forfeits the office.

Bribery (Minnesota Statutes, § 609.42)
Public officers convicted of bribery also forfeit their offices and may never again hold public office.

Violation of this Section is a felony, when it involves state employees or public officers.

Accepting Advantage by State Employee (Minnesota Statutes, § 15.43)
Employees in direct contact with state suppliers or potential suppliers or who influence purchasing decisions may not have any financial or personal beneficial interest in the contracts. A state employee may not accept anything of value or promise of future reward from a supplier.

Violation of this Section is a misdemeanor.

Unauthorized Compensation (Minnesota Statutes, § 609.45)
State employees may not ask for, receive, or agree to receive fees or other compensation in excess of that allowed by law.

Violation of this Section is a misdemeanor.

Lawful Gambling (Minnesota Statutes, § 297E.13, 289A.63)
If you knowingly fail to file a gambling tax return or pay the tax with the intent not to pay the tax; or if you knowing fail to file or pay without such intent.

Violation of this Section is a felony if you try to evade the tax; and a misdemeanor if your intent was not to evade it.

Selling and Purchasing Merchandise from Government Agencies (Minnesota Statutes, § 15.054)
State employees may not outside of their routine job duties sell state property. State employees may purchase state property by sealed bid only after reasonable public notice if the employee is the highest bidder and not directly involved in the sealed bid process. State employees may purchase only one automobile from the state during a 12-month period. This section does not apply to state property that is

acquired or produced by the state for sale to the general public in the ordinary course of business, such as products sold in the state bookstore.

Violation of this Section is a misdemeanor.

*** In some instances, the Minnesota Department of Revenue *Code of Conduct* goes beyond statutory requirements. Our Code is more than a collection of state statutes and is meant to be read thoroughly and taken seriously.**

Minnesota Department of Revenue
Disclosure Agreement with Vendor

Vendor agrees to comply with:

Minnesota Statute 270B.13, subd. 1 which authorizes vendors hired by the Department to process returns and tax payments, develop computer programs, microfilm tax returns, prepare tax return labels, or any other authorized services connected to tax administration requiring access to private data on individuals and nonpublic data to the extent necessary to provide those services.

Federal law (Internal Revenue Code, Section 6103) specifies no unauthorized disclosure of Federal Income Tax Return information. Unauthorized disclosure of such information is punishable upon conviction by imprisonment for up to five years or a fine of up to $5,000 or both.

Minnesota Statute 270B.13, subd 2 of the statute states: "An independent contractor or a vendor performing services under subdivision 1 must establish procedures for safeguarding the information." The vendor shall comply with this requirement by:

1. establishing measures to safeguard private or nonpublic information;

2. agreeing that it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the agreement;

3. restricting disclosure of information provided by the Department to only the employees of the vendor who have a need to know, and not to any other parties;

4. agreeing to notify its officers, employees and agents of the requirements of confidentiality of information received by the vendor from the Department under Minnesota Statutes, Chapter 270B and of the possible penalties imposed (M.S. 270B.18) for violation of these laws;

5. agreeing to indemnify and hold harmless the State of Minnesota from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of Minnesota Statutes 270B and;

6. agreeing to return all source data to the Department after completing the job for which the vendor was hired.

Organization Name: _____

By (printed name):_____ Title:_____

Signature:_____ Date:_____

Internal Revenue Service
Disclosure Agreement with Vendor

I. PERFORMANCE

In performance of this contract, the contractor may have access to Federal return information and agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria -functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of

returns or return information m y also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as m y be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee **[United States for federal employees]** in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by
IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974,5 U.S.C.552a.Specifically, 5 U.S.C.552a (i)(1), which is made applicable to contractors by 5 U.S.C.552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

III. INSPECTION

The IRS and the Department shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Organization Name: _____

By (printed name): _____ Title: _____

Signature: _____

Date: _____

Attachment I

Non-Revenue Employees
Applicant information for individuals providing services or performing work for Department of Revenue.

Please read the following information carefully and complete the requested data in Section I, II and III as indicated below. Please note that a criminal history and tax check will be conducted prior to allowing you access to any Minnesota Department of Revenue (DOR) facilities or computer systems.

Section I. Applicant Information and Employment History
Minnesota Statutes 13.01 through 13.87 (1983) on data practices requires that you be informed that the following information which you are asked to provide is considered private data: name, home address, home phone number, social security number, criminal conviction record, financial and tax information. As a result, this information is protected and is available only to you, and officials who have a need for it. Below describes why the data is being requested.

- **Your address and home phone number**. DOR asks for this data to distinguish you from other applicants and to allow us to contact you, if necessary.

- **Your social security number; finance and tax information; and employment history**. DOR uses this information to determine whether you were required to, and actually filed your State tax returns or if you currently owe tax to the State of Minnesota or any other State you resided in within the last five years. If you owe tax or have not filed the required tax returns, you must file the returns and/or make a satisfactory payment arrangement in order to provide services or perform work for DOR. Additionally, DOR uses this information to verify your filing and payment status on an annual basis, while you are providing services or performing work for DOR.

- **Conviction record.** DOR uses this information to determine if you have a job-related criminal record that would prohibit your access to our facilities, staff or records.

Section II. Criminal History Record

- **Informed Consent form**. Completion of the enclosed Informed Consent form grants us permission to review your Minnesota criminal history record to determine if you have a job-related criminal record that would prohibit your access to our staff and facilities.

- **Verifications, Inc**. **form**. Completion of this form is required <u>only</u> if you lived and/or worked in another State, within the last seven years. DOR uses Verifications, Inc. to conduct criminal history checks in States other than Minnesota.

Section III. Revenue Security Agreement
This agreement outlines your responsibility to maintain information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations. Please sign this form acknowledging your commitment to adherence of these requirements and your understanding of the consequences for failure to do so.

IMPORTANT: If you provide false information, you will not be allowed to provide services or perform work for DOR. You will also not be granted access to DOR facilities and/or computer systems.

HR Use only: BCA: by_____ date_____ Tax: by _____ date_____ Badge Issued: Y/N by_____ date_____

Section I. Applicant Information

Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: (____)_____ Cell Phone #: (____)_____

Social Security #: _____

Job Title: _____Company: _____

Person at DOR to whom you will report while providing services or performing work for DOR:

_____

Who to contact in the event of an emergency – Name, Relationship, and Phone #:

1) _____

2) _____

Please attach a copy of your updated resume that indicates the name of your employers and dates of employment over the last 7 years.

If a resume is not available, complete the information below, listing all employers in the previous 7 years:

Name of present employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Continue on separate page if necessary.

Section I Continued.

Financial and tax information

Have you failed to file any state or federal income tax returns?..... ☐ yes ☐ no

If "yes", please explain: _____

_____

Do you presently owe any state or federal income taxes?..... ☐ yes ☐ no

If "yes", please explain: _____

_____

Have you failed to file any business tax returns
for which you have been determined personally liable?..... ☐ yes ☐ no

If "yes", please explain: _____

_____

Do you presently owe any business taxes for
which you have been determined personally liable?..... ☐ yes ☐ no
If so, please provide the Minnesota business 7 digit identification number _____

Criminal conviction information

Have you been convicted of a misdemeanor, gross misdemeanor
or felony (excluding minor traffic violations)?.....☐ yes ☐ no

*You may answer "no" if the conviction or criminal records have
been sealed, set aside, or if you have been pardoned pursuant to law.*

If "yes", please attach a separate sheet with explanation. Information concerning this question will be used to determine whether any convictions are job-related. It will not automatically bar you from providing services or performing work for this agency. If you have a probation or parole officer, please list his/her name, telephone number, and jurisdiction.

_____
Officer's name Phone
_____(____)_____
Jurisdiction

Section II. Criminal History Record – Informed Consent

Criminal History Record Information maintained by the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, and Criminal Justice Information Systems Section is classified as Private Data. Minnesota State Statutes 13.05, Subdivision 4, requires that the subject of Private Data give his or her informed consent prior to dissemination of this data to any person or agency by completing the information below.

You must provide us with the following information so that we can determine whether any criminal convictions may be a job related consideration. If you choose not to provide us with this information, you will not be allowed access to Minnesota Department of Revenue facilities, staff or records.

Please print:

Job Title:

_____

Last Name of Applicant (please print): _____

First Name: _____ Middle (full): _____

Maiden, Alias or Former (please print): _____

Date of Birth: _____ Sex (M or F): _____
MM/DD/YYYY

Social Security Number: _____

If driving is required in this job:

Driver's License #: _____

State Issued: _____Expire Date: _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all Criminal History Record Information to the Minnesota Department of Revenue, Human Resource Management Division, for the purpose of providing services or performing work for this agency.

_____ _____

Signature of Applicant **Date**

Verifications, Inc.
Consumer Report / Investigative Consumer Report
Disclosure and Release of Information Authorization

I authorize ___**Minnesota Dept. of Revenue**_____ and **Verifications, Inc.,** a consumer-reporting agency, to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, law enforcement agencies at the federal, state or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, academic, residential, achievement, job performance, attendance, litigation, personal history, credit reports, driving history, and criminal history records. I understand that this information may be transmitted electronically and authorize such transmission.

If currently employed: My current employer may be contacted. _____ YES _____ NO _____ N/A

I understand that a Consumer Report or Investigative Consumer Report ("Consumer Report") may be prepared summarizing this information. If my prior employers and/or references are contacted, the report may include information obtained through personal interviews regarding my character, general reputation, personal characteristics and/or mode of living. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me contained in the files of the consumer-reporting agency. I understand that I have the right to inspect those files with reasonable notice during regular business hours and that I may be accompanied by one other person. The consumer-reporting agency is required to provide someone to explain the contents of my file. I understand that proper identification will be required and that I should direct my request to: **Verifications, Inc., 1425 Mickelson Drive, Watertown, SD 57201. Phone 1-877-414-7060 / 1-800-735-3002 / 605-884-1200**

Are you applying for employment in the State of California? ____ YES ____ NO

If you are applying for employment in California and a consumer report will be initiated on you within 3 days, the above named (prospective) employer will give you a copy of this Disclosure. It includes important information about the scope and nature of the consumer report and summarizes **CA Civil Code Section 1786.22** *as required by law. If the report is not initiated until a future date, you will be notified at that time. Regardless of when a report is initiated, you will automatically receive a copy of your report within 7 days of the report being provided to the (prospective) employer.*

Are you applying for employment in California, Minnesota or Oklahoma? ____ YES ____ NO
If so, would you like a copy of any Consumer Report prepared on you? **____ YES ____ NO**

I hereby certify that all the statements and answers set forth on the application form and/or my resume are true and complete to the best of my knowledge, and I understand that if subsequent to employment any such statements and/or answers are found false or that information has been omitted, such false statements or omissions will be just cause for the termination of my employment. Further, I understand that by requesting this information, no promise of employment is being made. *I am willing that a photocopy of this authorization be accepted with the same authority as the original; and that if employed by the above-named company, this authorization will remain in effect throughout such employment.*

_____ _____ _____
Signature Social Security Number Date

NOTE: The following information is provided voluntarily and IS NOT considered as part of your application. It is used only for identification purposes in verifying information on your Employment Application. ***PLEASE PRINT CLEARLY.***

_____
Last Name First Name Middle Name

_____
Street Address City State ZIP

_____
Driver's License Number State of License Expires On Date of Birth

_____
List any other CITIES AND STATES in which you have lived during the previous 7 years.

_____
List any other LAST NAMES you have used during the previous 7 years.

_____
List any other LAST NAMES under which you received your GED, high school diploma, or other degrees.

Revision 032502

NOTARY (IF REQUIRED)

State_____ County of_____

Signature_____ My Commission Expires on_____

Section III. Revenue Security Agreement

Revenue Security Agreement

While providing services or performing work for the State of Minnesota, Department of Revenue, undersigned, agrees to adhere to the requirements of information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations.

Under Minnesota Statutes, Sections 270B.13, 270B.18 and 270B.02, the undersigned understands it is unlawful to divulge or reveal any particular set forth in any tax return, document or record that is classified under Chapter 270B as being private or nonpublic data, unless it is in connection with official duties. A person who violates these provisions will be guilty of a gross misdemeanor, punishable upon conviction by imprisonment for up to one year or a fine of up to $3,000 or both. For other state provisions, other penalties may apply. Under federal law, the unauthorized disclosure of federal income tax return information is a felony, punishable upon conviction by imprisonment for up to 5 years or fine of up to $5,000 or both. The federal code also provides for civil lawsuits and the payment of punitive damages to the grieved taxpayer.

In order to ensure that no protected data is ever disclosed, I the undersigned, further agree that I will not publicly disclose ANY tax data, information, or program specifications which are made available to me in the course of performing my official or contracted duties. These items will be held in the strictest confidence and will not be discussed with anyone unless that person has been authorized to receive them.

I understand that it will be a violation of the law and this agreement to release any protected or classified tax data, information, or program specifications to any other facility or person for any purpose unless, the owner of each receiving facility has been notified of the requirement that they subject themselves and their employees to the penalties provided for unauthorized disclosure, and they have signed a security agreement and agreed to maintain the confidentiality of the information and data. It will be necessary for the owner of each facility to communicate to its employees the above referenced penalties for unauthorized disclosures and obtain and submit signed security agreements to the Department of Revenue before any information is processed or made available.

Name: _____

Signature: _____ Date: _____

Attachment J

STATE OF MINNESOTA

LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

Check all that apply:

- ❑ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.

- ❑ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.

- ❑ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.

- ❑ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of

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

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

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

CERTIFICATION

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date:_____ Telephone Number:_____

THIS IS A REQUIREMENT IF A CONTRACT IS AWARDED

Attachment K

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 5th St., Suite 700 St. Paul, MN 55101		(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				