



Request for Proposal

Human Resources Management (HRM) System Solution

Posted: 11/03/2025

Minnesota Competency Attainment Board's Commitment to Diversity and Inclusion

The Minnesota Competency Attainment Board, as a judicial branch agency, joins the State of Minnesota in its commitment to assuring diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to MNCAB are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides greater competition and additional options in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

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SECTION 1 – Scope of Request

Agency Background

The Minnesota Competency Attainment Board (MNCAB) was established within the judicial branch by legislative action in 2022 to administer a statewide, independent competency attainment system. See Minn. Stat. §§ 611.40 – 611.59. This includes certifying competency attainment programs across the state and utilizing forensic navigators to support individuals in the competency process.

Project Summary

MNCAB invites qualified vendors to submit proposals for the development and implementation of a Human Resources Management (HRM) System to enhance and support its personnel management functions.

We're seeking a comprehensive system that simplifies and strengthens how we manage human resources (HR) across the program. The ideal solution will bring together and improve several key HR functions, including:

- Talent acquisition (i.e., onboarding and offboarding)
- Talent management (i.e., learning and performance)
- HR forms and workflows
- Payroll and personnel transaction records
- Electronic form creation and filing
- Policy management
- Other essential HR processes

Key Project Goals and Objectives

Currently, MNCAB manages many human resources functions manually through various methods to support talent acquisition, employee management, and personnel tracking. To improve efficiency and ensure consistency, MNCAB seeks a modern Human Resources Management (HRM) System that can manage personnel data and transactions and learning and development tasks. The ideal solution will be one that is flexible, offers automation, and can scale appropriately to accommodate the operational needs of a developing and expanding statewide program.

More details about the minimum core requirements for an HRM System are outlined in Attachment C: HRM System Core Requirements.

MNCAB's current HR needs include:

- Administration and planning
- Recruitment
- Preboarding/Onboarding and Offboarding
- Position Description Questionnaire (PDQ) and job evaluation requests

- Performance management and appraisals
- Discipline and grievance tracking
- Personnel Management (to include position tracking)
- Electronic personnel file repository
- HR charts and workflows
- HR transactions form (HRTF)
- Learning management
- Reporting and Analytics

The proposed solution should also offer the following capabilities:

- Streamlined business process workflows to enhance the efficiency of HR operations.
- Interoperability features that enable seamless integration with other MNCAB applications, reducing duplication of processes, practices, and information.
- An intuitive, user-friendly interface that supports comprehensive talent management, from recruitment through separation within a single system.
- Robust security and compliance functionalities that adhere to MNCAB policies and procedures, as well as applicable state and federal laws and regulations.
- Advanced analytical and reporting tools that generate actionable insights across the employee lifecycle, supporting strategic planning and decision-making.
- Comprehensive training and support for employees who are responsible for managing the system. Employees should be equipped with the necessary resources to independently troubleshoot common issues and to train others on the end-user experience.

Responders should indicate whether each feature (listed here and in Attachment C) is currently available, planned for future release, or outside the scope of their proposed.

Key Technical Requirements

1. Performance Requirements

Speed, scalability, response time, and throughput expectations.

1. Cloud services to be maintained continuously in the event of a disruption of operations. Vendor must provide their service levels regarding recovery time objective (RTO) of and recovery point objective (RPO) in the case of outage.
2. Must be compatible with common desktop browsers such as Edge and Chrome and mobile browsers on Android and Apple devices.
3. Concurrent user capacity and performance benchmarks attesting to stated performance.

2. Security Requirements

Data protection, access control, encryption, and compliance standards.

1. All data in transit must be encrypted with at least AES128. Provide transport layer security TLS 1.2 or higher. Encryption keys must be unique to MNCAB data, be protected and only accessed, as necessary.

2. Ability to manage security by role-based access control in conjunction with MNCAB EntraID security groups.
 3. Ability to integrate with MNCAB identity providers using SAML 2.0, ADFS or EntraID.
 4. Product code should be reviewed, and security flaws must be fixed prior to production. The vendor must keep documentation of code reviews and provide it upon request.
 5. Product should gracefully handle errors and exceptions to ensure error messages do not contain sensitive information.
 6. All MNCAB data (production, QA, Test, and recovery) will be stored, processed, and transmitted only in the continental United States.
 7. All monitoring and support of cloud services are within the continental United states.
 8. All MNCAB data will be stored, processed, and maintained on designated virtual or physical servers and at no time will be processed on or transferred to any portable computing device or portable storage medium.
 9. Will record audit-logging information to include but not limited to, authentication successes and failures, authorization (access control) failures, session management failures, input validation errors, application errors and modifications to configuration. Vendor must retain audit logging information for at least one year.
 10. Product logs must contain date and time, process/transaction identifier, identifier for requestor, identifier for object action performed upon, action result (e.g., allowed or denied.) Product logs must contain true originating IP address.
3. **Integration Capability**
How will the system interact with other systems or APIs?
4. **Usability and Accessibility**
Technical standards for user interfaces, accessibility compliance (e.g., WCAG).
1. Does the solution comply with WCAG 2.1 at the AA level for digital accessibility?
5. **Compliance and Standards**
Adherence to industry standards, legal regulations, or internal policies.
1. Application development shall follow a secure development process that includes security best practices for application code to address the current version of the OWASP top 10 and CWE/SANS top 25 vulnerabilities.

SECTION 2 – Submission Instructions

How to Submit a Response

Step 1: Read the Request for Proposal and All Attachments, Ask Questions

This RFP is published and available on the MNCAB website (<https://mn.gov/cab/>) and in the Minnesota

State Register (<https://mn.gov/admin/bookstore/register.jsp>).

Carefully read all materials that are included with this Request for Proposal (RFP) to ensure thorough understanding of the request. Send questions by **December 8, 2025** to info.mncab@mncab.us, directed to: Allison Holbrook, RFP Administrator, with the subject line, "RE: Human Resources Management (HRM) System Solution".

Other MNCAB employees are not authorized to answer questions regarding this RFP.

Step 2: Write Your Response

Responders must prepare and submit a written proposal that includes all requested information as outlined in the section **Proposal Response Requirements** and the required attachments. Responses should clearly address the project's needs and technical requirements.

Step 3: Submit Your Response

Responses must be signed and submitted electronically, in a PDF format, signed and received by **11:59 p.m., CST, December 21, 2025**.

The response must include (A) the proposal with required additional documents, and (B) a detailed cost proposal. These two items must be submitted separately, using the following subject line in each email:

- A. Human Resources Management (HRM) System Solution RFP Proposal
- B. Human Resources Management (HRM) System Solution RFP Cost Detail

By submitting a response, the responder is making a binding legal offer for the period set forth below in Section 4 – Unenforceable Terms and Solicitation Terms.

Send proposal responses via email to Allison Holbrook, RFP Administrator, info.mncab@mncab.us.

Incomplete or Late Submissions

Responses must satisfy all sections outlined in the proposal and include all required documents. **Incomplete or late responses will not be considered.**

Section 3 – Response Requirements and Terms

Publicly Accessible Notice: Proposals, once opened, become accessible to the public **except** for financial stability information and security measures information submitted in accordance with the requirements in this document. Do not include any information in your proposal that you do not want revealed to the public.

If a Responder's proposal leads to a contract, the following information will also be accessible to the public:

- The existence of any resulting contract,

- The parties to the contract, and
- The material terms of the contract, including price, projected term, and scope of work.

Minimum Response Requirements

Provide the following information with your proposal response:

A. Cover Letter

The cover letter must be signed by an individual authorized to legally bind the Responder and must include:

1. A summary of the proposal, applicable introductory information, and any necessary instructions or details to ensure clear understanding of the proposal.
2. A statement indicating the responder is an individual, a group of individuals, or corporation or other legal entity qualified to provide services set forth in the proposal.
3. A statement identifying the individual(s) involved in the preparation of the proposal.

B. Work Plan

Responses should contain a detailed work plan that demonstrates the responder's understanding of the request, the nature of the work, and how the responder's proposed solution will accomplish the objectives, goals, and requirements outlined in the RFP.

The work plan should also describe the tasks, activities, and overall plan for how the work will be conducted and how the responder and their solution are uniquely suited for the needs and requirements outlined in Section 1 – Scope of Request.

The work plan must also include how all core requirements outlined in Attachment C: Solution Requirements will be accomplished. The work plan **must not** include cost details or references. If cost details are included in the work plan document, MNCAB may disqualify the proposal as non-responsive.

C. Organizational Structure, Qualifications, and Experience

Responder should provide an organizational chart, an outline of the background and experience with examples of similar work done by the Responder, and a list of personnel who will conduct the project, detailing their training and work experience. Information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

D. Evidence of Financial Stability and Security Measures

Responder must provide evidence of financial stability to demonstrate Responder's ability to provide services regardless of uneven cash flow.

Responder must also provide evidence of Responder's ability to provide security for MNCAB records.

The [Rules of Public Access to the Records of the Minnesota Judicial Branch](#) permit Responders to submit evidence of financial stability and security as trade secret information according to the following:

1. The evidence must qualify as a trade secret under Minnesota Statutes section [325C.01](#) or as defined in the common law.
2. Responder submits the evidence on a separate .pdf document, but as part of their complete submission, and marks the document(s) only containing the evidence of financial stability and security measures marked as “confidential.”
3. The evidence is not publicly available, already in the possession of MNCAB, or known to or ascertainable by MNCAB from third parties.

E. References

Provide a minimum of three (3) client references, including at least one public sector client if applicable, with which Responder has performed work for in the past three (3) years and that can attest to Responder’s ability to accomplish the work as stated. Complete the top portion of Attachment F: Reference Form for each reference. Please ensure the contact information provided for each reference is up to date.

The RFP Administrator will contact references. The response will be rejected if MNCAB, in its sole discretion, receives information from references that indicates the responder is unable to perform contracted duties or if the reference is non-responsive.

F. Product Illustration, Samples, and/or Demonstration

The response should include a description of the proposed solution that adequately illustrates and/or demonstrates the product that reflects the quality of the deliverables the responder will provide in fulfilling this request if selected. Illustrations and/or demonstrations should ideally reflect the services and requirements outlined in this RFP. This does not include live demonstrations or interviews that may be conducted during the evaluation process.

G. Quality Assurance and Quality Control

The respondent should provide a description of the activities and processes that ensure the quality of deliverables. Responders should also provide information on how they verify quality and identify deliverables that are sub-standard. Describe safeguards you have in place to secure sensitive information, non-public, or private data.

H. Diversity, Equity, and Inclusion

In furtherance of MNCAB’s commitment to fostering a diverse, equitable, inclusive, and accessible workplace and community, all Responders must submit a DEIA statement. This statement should outline your organization’s approach to DEIA and demonstrate how these principles are integrated into your business practices.

I. Accessibility of Services or Products

The Responder must provide documentation that adequately demonstrates that the proposed solution/products/systems meet legal accessibility requirements and standards. The documentation should also indicate the Responder's processes for ensuring accessibility requirements and standards are adequately maintained and updated as needed to comply with state and/or federal laws and regulations.

For products or systems with multiple interfaces, such as an admin and user interface, report on each interface whether in the same or separate VPATs. These documents may be scored according to the solicitation evaluation.

Responders are encouraged to reference the information provided on Minnesota's The Office of Accessibility's website (<https://mn.gov/mnit/about-mnit/accessibility/>) to understand the expectations for vendors working with the State of Minnesota. The Responder is strongly encouraged to provide remarks and explanations that both support compliance and detail any deficiencies, since a claim of compliance without detailed information may result in a low score when evaluating the response. Responders may use the VPAT template from the ITIC website (<https://www.itic.org/policy/accessibility/vpat>), completing sections Section 508, WCAG 2.1A, and AA sections if other documentation is not available.

J. Cost Detail

Complete and submit Attachment D: Cost Detail, as a separate document outside of the proposal. See Section 2 – Submission Instructions.

K. Invoices

The awarded Responder must agree to include an explanation of the work performed per charge on the invoices provided to MNCAB.

MNCAB reserves the right to request additional detail in invoices prior to approving payment. Once approved, invoices may not be materially changed without MNCAB's written approval. Any terms and conditions included in transaction documents but not approved by MNCAB are voidable. Any terms and conditions that conflict with Minnesota law or with the terms of the executed contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive MNCAB's right to void any non-approved term or condition.

L. License Agreements, Maintenance Agreements, or Other Terms and Conditions

Responder must provide all license agreements, maintenance agreements, and other terms and conditions relevant to the work under the resulting contract. Review and approval by MNCAB will be required prior to contract execution. If the Responder fails to comply with this provision, Responder agrees that it will not seek to enforce the terms and conditions of any such agreement against MNCAB. Further, failure to provide any of the pertinent documents upon

request may result in MNCAB not agreeing to sign additional documents, rejecting the response, or cancelling the award.

M. Certificate of Insurance

Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minn. Stat. § 176.181, subd. 2. Responder's proposal must include one of the following:

1. A certificate of insurance, or
2. A written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or
3. An affidavit, certifying that you do not have employees and are therefore exempt pursuant to Minn. Stat. §§ 176.011, subd. 10; 176.031; and 176.041. See Exhibit B of the sample MNCAB contract for details on additional insurance requirements that must be provided upon request.

N. Workforce Certificate Information

If the Responder's proposal exceeds \$100,000.00, the response must include a completed Workforce Certificate Information form (See Attachment D). All businesses that employ 40 or more employees in a state and that seeks to enter a contract with the State of Minnesota that is over \$100,000 or is likely to exceed \$100,000 must obtain a workforce certificate of compliance from the Minnesota Department of Human Rights.

Review the information on the Minnesota Department of Human Rights website (<https://mn.gov/mdhr/certificates/workforce-certificate/>) to determine if your organization needs to seek a workforce certificate of compliance.

O. Non-Collusion Affirmation

Responder must complete the Affidavit of Non-Collusion included in Attachment A: Responder Declarations and submit it with the RFP response.

Additional Tasks, Activities, and/or Goods and Services

Responders are encouraged to propose additional tasks, activities, and/or goods and services beyond the requirements in Section 2 – Scope of Request if they will improve the results of the product.

Any costs associated with proposed additional tasks, activities, and/or goods and services must be separately detailed from the costs applicable to the services that would fulfill the Scope of Request requirements. Failure to separate the additional costs from scope costs may result in an inability to appropriately evaluate the overall costs of the Responder's proposal.

Question and Answer Instructions

All questions must be submitted no later than the date and time listed in Section 1 – Instructions to Responders. MNCAB is not obligated to answer questions submitted after the due date and time. Timely submitted questions and answers will be posted on the MNCAB website by 5:00 p.m. CST on **November 30, 2025** and will be accessible to the public and other responders.

The RFP Administrator is the only personnel authorized to discuss this RFP with responders. Contact regarding this RFP with any personnel other than the RFP Administrator could result in disqualification. This provision is not intended to prevent Responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers a significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, please immediately notify the RFP Administrator in writing of such error and request a modification or clarification.

Additional Response Terms

A. Competition in Responding

MNCAB desires open and fair competition. Questions from Responders regarding any of the requirements of the RFP must be submitted in writing to the RFP Administrator before the due date and time as noted above. If amendments are necessary as a result an amended RFP will be published on the MNCAB website as described in paragraph B, below.

Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

B. Amendments

Changes to the original RFP will be made by amending the original RFP and publishing the amended version on the MNCAB website. Responders that submit a response prior to the amendment will be notified via email if an amendment is posted.

C. Data Security – Foreign Outsourcing of Work is Prohibited

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

D. Joint Ventures

MNCAB allows joint ventures among groups of Responders when responding to the RFP. However, one Responder must submit a response on behalf of all the others in the group. The Responder that submits the response will be considered legally responsible for the response and the contract, if awarded.

E. Withdrawing Response

A Responder may withdraw its response prior to the due date and time of the RFP by notifying the RFP Administrator in writing, via email of the desire to withdraw.

After the due date and time of this RFP, a Responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing, via email to the RFP Administrator within a reasonable time and prior to MNCAB's detrimental reliance on the response.

F. Rights Reserved

MNCAB is not obligated to respond to any proposal submitted, nor is it legally bound in any manner by the submission of a proposal. MNCAB reserves the right to:

1. Accept all or part of a proposal, to reject all proposals, to cancel the RFP, or to extend the due dates or re-issue the RFP, based on MNCAB's best interest.
 - a. In the event the RFP is canceled or withdrawn for any reason, MNCAB has no liability to any Responder for costs or expenses incurred in connection with the RFP or otherwise.
2. Request additional information from a Responder.
3. Waive or modify informalities, irregularities, or inconsistencies in the responses received.
4. Negotiate with selected Responder(s), terminate negotiations, and select another response providing the best value for MNCAB.
5. Consider documented past performance with MNCAB or other customers in the evaluation process.
6. Interview key personnel or references.
7. Employ estimated usage or other applicable scenarios for the purpose of cost/pricing evaluation, which may include modifying scenarios and requesting or adding additional scenarios from the Responder for the evaluation process.
8. Request a best and final offer from one or more Responders.

G. Product Samples

If applicable to the scope of the RFP, upon request, Responders will provide product samples at no charge. Except for those destroyed or mutilated in testing, MNCAB will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

H. Responses are Public during Evaluation Process

Proposals will be opened on the business day after the RFP closes. All materials submitted in response to this RFP become property of MNCAB.

Pursuant to the Rules of Public Access to the Records of the Minnesota Judicial Branch, proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements

in this document. Do not place any information in your proposal that you do not want revealed to the public.

Please also note that if a Responder's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.

I. Trade Secret Information

Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 325C.01 or as defined in the common law.

In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless MNCAB, its agents and employees, from any judgments awarded against MNCAB in favor of the party requesting the data, and any and all costs connected with that defense.

MNCAB does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 325C.01 or as defined in the common law. A Responder may present and discuss trade secret information during an interview or demonstration, if applicable.

J. Conditions of Offer

Unless otherwise approved in writing by MNCAB, a Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by MNCAB, or they are changed by further negotiations prior to contract execution.

K. Award

Any award that may result from this RFP will be based on the best value assessment of the evaluation team, which includes the accumulated points as outlined in Section 3 – Evaluation and Selection Process. MNCAB reserves the right to award the project to a single Responder, or to multiple Responders, whichever is in MNCAB's best interests, providing each Responder complies with all terms and conditions of the RFP.

L. Equity in Procurement

MNCAB promotes equal opportunity in employment and contracting opportunities for small businesses owned by people of color, women, veterans, and/or individuals with substantial physical disabilities. Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State of Minnesota as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 10% percent of the total points available as preference during the evaluation process.

For more information on the State of Minnesota’s certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/>.

M. Reciprocity

MNCAB will follow Minn. Stat. § 16C.06, subd. 7, as it applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

N. Requirements Prior to Contract Execution

Prior to contract execution, the Responder receiving the contract award must comply with all submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

SECTION 3 - Evaluation and Selection Process

Once the submission deadline passes, MNCAB aims to conduct a fair and unbiased evaluation of all proposals to determine which Responder offers the best value. Under Minn. Stat. § 16C.02(4), “best value” means selecting a contractor (Responder) based on the combination of all requested information including cost. Cost must be one of the criteria, but other factors, such as quality, experience, and vendor performance may also be considered. Evaluations will be conducted in three phases as described.

A. Phase 1 – Responsiveness and pass/fail requirements

This review phase will determine if responses were received by the due date and time and that they include both the Proposal Response Requirements outlined in Section 2, and completed Attachments A through G.

This phase is evaluated on a pass/fail basis. Only responses found to have met Phase 1 criteria will be considered in Phase 2.

B. Phase 2 – Evaluate responses

During the Phase 2 evaluation, a designated evaluation panel reviews the proposals and assesses responses based on these factors and weight values:

1.	Work Plan for Project Deliverables, Goals and Objectives	30 points
2.	Qualifications and Experience	10 points
3.	Diversity, Equity & Inclusion	10 points
4.	Quality Assurance and Accessibility	10 points
5.	Illustration(s) and/or Demonstration(s)	10 points
6.	Cost Detail	30 points
	Total Points	100 points

Responders may be asked to respond to questions from the evaluation panel and/or to provide a live demonstration of the product that reflects the quality of the deliverables proposed in their response. Demonstrations ideally should show the proposed product/solution or one similar enough to the services being requested in this RFP that the evaluation team has a clear understanding of the product/solution. All costs associated with a demonstration are the sole responsibility of the Responder.

C. Phase 3 – Selection and contract award notification.

Once the evaluation team has completed their assessment of all proposals, they will recommend a Responder selection based on best value and evaluation criteria. The recommendation will be reviewed and approved by the MNCAB Program Administrator and/or the Board. Once a final selection is approved, the RFP Administrator will notify all responders of the status of their proposal.

Anticipated Contract Terms

No work may begin until a contract, in the form approved by the MNCAB Program Administrator, is signed by all necessary parties in accordance with MNCAB procurement and contract policies.

A. Implementation Contract.

The implementation contract term is expected to run from February 2026 to June/July 2026.

B. Ongoing Contract.

Once the HRM System Solution is implemented the ongoing contract term is expected to run for a minimum of three (3) years and may be renewed in three (3) year increments as determined by MNCAB.

SECTION 4 – Unenforceable Terms

Unenforceable Terms

As of July 1, 2025, certain terms are unenforceable in State of Minnesota contracts. See Minn. Stat. § 16C.05, subd. 8.

A. A contract entered by the state shall not contain a term that:

1. Requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute.
2. Binds a party by terms and conditions that may be unilaterally changed by the other party.
3. Requires mandatory arbitration.
4. Attempts to extend arbitration obligations to disputes unrelated to the original contract.
5. Construes the contract in accordance with the laws of a state other than Minnesota, or

6. Obliges state funds in subsequent fiscal years in the form of an automatic renewal as defined in Minn. Stat. § 325G.56.
- B.** If a contract is entered into that contains a term prohibited above, that term shall be void and the contract is enforceable as if it did not contain that term.

In addition, MNCAB is bound by the Rules of Public Access to the Records of the Minnesota Judicial Branch and is therefore unable to agree to contract terms that are inconsistent with those rules.

SECTION 5 – Attachments

Responders must complete and include these attachments with their submission.

- A. Attachment A – Responder Declarations
- B. Attachment B – Exceptions to Terms and Conditions
- C. Attachment C – Solution Requirements
- D. Attachment D – Cost Proposal
- E. Attachment E – Workforce and Equal Pay Declaration
- F. Attachment F – Reference Form
- G. Attachment G – Security Questionnaire
- H. Attachment H – Sample Contract

Attachment A – Responder Declarations

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

- A. Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. 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.
- B. Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. Non-Collusion Certification.**
 - 1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor designed to limit fair or open competition; and
 - 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
 - 1. A vendor is unable or potentially unable to render impartial assistance or advice to MNCAB;
 - 2. The vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 - 3. The vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State 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 organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the State, the State may

terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

E. Certification Regarding Lobbying. For State of Minnesota Contracts and Grants over \$100,000, or that use or may use federal funds, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 and is a prerequisite for making or entering 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.

- F. Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Phone Number: _____ Email Address: _____

Attachment B – Exceptions to Terms and Conditions

MNCAB presumes a Responder agrees to the terms and conditions of this solicitation unless a Responder takes specific exception to one or more of the terms and conditions using this form.

MNCAB reserves the right to reject, negotiate, or accept any exception listed to the terms and conditions, including those found in the attached Sample Contract.

Completion Instructions

A Responder must explicitly list all exceptions to MNCAB's terms and conditions, if any including those found in the attached Sample Contract. Document the section and page number of the term and/or condition for each exception.

If there are no exceptions, state "None" on the form below. Whether or not exceptions are taken, the Responder must sign, date, and submit the form with the response. *(Add additional pages if necessary.)*

Section and Page Number	Suggested Change to Term and/or Condition	Explanation or Justification

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Attachment C – Solution Requirements

This attachment describes the detailed solution requirements. Please use the following matrix as a key for responding to the requirements table.

Response Code	Description
Y – Existing	Feature is delivered as standard functionality in the proposed version of the software and can be demonstrated by the vendor.
F – Future	Feature is not currently included but will be available in a future release. Please indicate time frame (e.g., 12 months).
C – Customer Customization	Not included. Tools are provided for customization at no additional cost.
V – Vendor Customization	Not included. Vendor provides customization at an additional cost.
T – Third Party	Feature is provided by a third-party partnering arrangement. Indicate any preferred partner agreements.
N – Not Available	Requirement cannot be met.

Core Functional Requirements

#	Requirement	Code	Comments
1	Branding & UX: White-label branding, customizable navigation and welcome page, branded forms/pages; embedded help/hover text.		
2	Configuration without coding: Admins can design workflows, forms, approval steps, and timelines without vendor help.		
3	Workflow features: Conditional routing with exceptions, assignable workflows, e-signatures, and predefined tasks by job classification.		
3	Data & records: Custom fields across modules; secure document repository with versioning; org chart creation/export; personnel data with retention settings; preferred names.		

#	Requirement	Code	Comments
5	Access & security: Role-based access, audit trails, supervisor self-service views, SSO plus username/password with reset.		
6	Integrations & interoperability: Outlook 365 email/reminders; cross-module data flows; API for external apps; job board distribution.		
7	Notifications: Configurable reminders and past-due notices; event notifications for HR transactions with basic email log.		
8	Reporting & analytics: Ad-hoc reports on any fields; charts/dashboards; exception/compliance reporting; predictive analytics & workforce insights.		
9	Utilities: Bulk import, export to PDF/Excel, spell-check with custom dictionary, easy search.		

Recruitment

#	Requirement	Code	Comments
10	Requisitions & postings: Create/approve requisitions; use template library; auto-pull classification data; categorize postings; push to external boards.		
11	Candidate management: Full candidate history; admin uploads; candidates can update documents post-submission; alerts for new jobs; searchable talent pools; bias-reduced review (mask PII).		
12	Screening & interviews: Supplemental questions; Minimum Qualifications screening (manual/auto); move by process step; self-scheduling; admin scheduling with notifications; interview templates & notes.		
13	Offers & Communications: View/print apps; create/send/save offer & turnaround letters; track communication history; document offer details.		

Preboarding and Onboarding

#	Requirement	Code	Comments
14	Digital start: Enter new hires pre-start; electronic new-hire packets; automated tasks & reminders for new hire, supervisor, and HR.		

Employee Relations/Case Management

#	Requirement	Code	Comments
15	Case tracking: List/in-process views with drill-down; search by ID/type/employee/date/outcome; split paths for multiple violations; leave type tracking; arbitration details.		
16	Records & privacy: Auto-file documents into personnel file; ability to delete references when an investigation isn't needed.		
17	Reporting: Trends by location/type/policy; grievance reports by supervisor/region/provision/step/outcome.		

Learning and Development

#	Requirement	Code	Comments
18	Catalog & Delivery: Central catalog; intuitive discovery/enrollment; business rules for catalog access; in-person, hybrid, virtual, and conference support.		
19	eLearning standards & versioning: SCORM/AICC upload, modify/replace, and redeploy new versions to current enrollees; materials and learning paths can be versioned and updated.		
20	Curricula & assignments: Learning paths, reusable courses, dynamic group assignments, approvals, prioritized/limited seats, direct links for internal/external users. Due dates for course completion.		
21	Progress & credit: Track/visualize progress; resume where left off; auto-record formal learning time on transcripts; employees can add external training.		

Performance

#	Requirement	Code	Comments
22	Foundations: Repository for competencies and goals; supervisor notes; multiple salary structures.		
23	Reviews & check-ins: Templates; scheduling; collaborative check-ins; draft/save; multiple co-		

#	Requirement	Code	Comments
	reviewers/transfer; cascade org/division/team goals; optional steps.		
24	Automation & visibility: Auto-assign reviews from rules; track statuses/dates; admin visibility into status; extend due dates; step-level email toggles.		
25	System of record: Central place for reviews, peer/stakeholder feedback, and goals over time.		

Personnel Records and Document Management

#	Requirement	Code	Comments
26	Core DMS features: Check-in/out; upload; version tracking; metadata extraction; manual redaction.		
27	Security & compliance: Auto-detect/flag PII with added controls; role/level-based access; categorize sensitive types with restricted visibility.		
28	Retention & legal hold: Set retention schedules by type/trigger; litigation tags; archive upon separation; purge approvals and purge audit metadata.		
29	Manager files: Supervisory files separate from official HR records with appropriate access.		

Offboarding

#	Requirement	Code	Comments
30	Separation workflow: Track separations by reason; send resignation notice; electronic exit interview; reporting/analytics on exit data.		

Vendor Support Services

#	Requirement	Code	Comments
31	Support model: Clear service & maintenance terms including post-expiration; 24x7 ticketing and customer support plus self-help resources.		

Optional HRM System Features

Core Platform and Administration

#	Requirement	Code	Comments
32	Custom pop-up validation/error messages with actionable next steps.		
33	Admin-defined email digests.		
34	Schedule reports for automatic email delivery.		
35	Supervisors can build ad-hoc reports for their own direct reports across HR functions.		
36	Built-in leave management and time/attendance tracking		
37	Tracks open positions on the org chart.		
38	XML interaction (import/export).		
39	Background check vendor integration (secure).		
40	Videoconferencing integration for virtual interviews		
41	Survey tool or API interface		

Recruiting

#	Requirement	Code	Comments
42	Skill-based assessments or ability to integrate third-party assessment tools.		
43	One-click calendar add for interview invitations.		
44	Auto-generate emails from templates.		

Employee Relations and Case Management

#	Requirement	Code	Comments
45	Automatically generate emails from templates for case events.		

Learning and Development

#	Requirement	Code	Comments
46	Keyword search with filters across title/description/metadata.		

#	Requirement	Code	Comments
47	Searchable repository of materials; users can enroll or favorite items		
48	Curated course content across modalities (video, materials, classroom, etc.)		
49	Built-in content authoring; publish to SCORM, xAPI, MP4.		
50	Track certifications and due dates; generate e-certificates with designated signatures.		
51	Define and display multiple CEU credit types (incl. DEIA).		
51	Support virtual meeting integrations for online sessions/webinars.		
53	Built-in, customizable conference registration forms (or integrate 3rd-party).		
54	Support partial credit by attended hours.		
55	Track training costs (hotel, parking, materials).		
56	Record post-event attendance and award credit to groups.		
57	Track faculty teaching hours; credit per hour with credit limits and transcript posting.		
58	Maintain a faculty database (internal/external) by subject/topic.		
59	Shared collaborative communities (discussion boards/cohort activities) with supervisor update rights.		
60	Admins can skip approvals on behalf of supervisors.		
61	Admin-set transcript preferences, custom date ranges, archiving rules; run reports on user/training data.		
62	Employees can remove trainings from transcript if not started or still in progress.		
63	Support >3 fiscal years storage (July–June).		
64	Email notices for submissions/denials/approvals to both management levels and training admin.		
65	Report building for benchmarking, cost-benefit, and program evaluation; consistent org-wide reporting standards.		
66	Admin transcript reports filterable by hire date, supervisor, title, status; supervisors can generate individual learning reports for their teams.		

Performance

#	Requirement	Code	Comments
67	Users can download a review, work offline, and upload back to the system.		
68	Users can add email-based peer recognition into the tool.		
69	Pull current-period feedback into reviews; learning ↔ performance integration.		
70	Bulk export reviews to PDF.		
71	Mass sign-off (e.g., HR reviewer).		

Personnel Records

#	Requirement	Code	Comments
72	Link job classifications to preferred rating scales and pay ranges.		
73	Auto-redaction for documents.		
74	Enforce naming conventions of documents.		

Attachment D – Cost Proposal

Responders must complete and submit this form as their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to travel expenses, mass mailings, fees, commissions, compensation, indirect costs, equipment, supplies, and other charges.

Submit the Cost Proposal separately from the technical response as detailed in the RFP. Do not include cost information in the technical response. The Cost Proposal must remain open for acceptance until a contract is executed, the RFP is cancelled, or for 180 days after the due date and time of the RFP, whichever comes first.

Responder must either complete the chart below for each identified deliverable or attach a document utilizing the same table style. MNCAB reserves the right to negotiate additional tasks within the scope of this RFP with the selected Responder.

Task #	Deliverable or Project Phase Description	Total Cost to Complete Deliverable or Project Phase

Provide a list of all personnel expected to perform work under the contract if awarded. Include the hourly rate and job title for everyone listed. This information will be used in the contract negotiation phase.

Name	Job Title	Maximum Hourly Rate

Name	Job Title	Maximum Hourly Rate

Total Cost of Proposal: _____

Attachment E – Workforce and Equal Pay Declaration

This form is required for all businesses executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and if applicable \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and if applicable \$1,000,000 ([Equal Pay Certificate](#))

For assistance completing this form, email the Minnesota Department of Human Rights, Compliance.MDHR@state.mn.us.

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Vendor/Supplier ID	Business Name	Name of Contracting Agency

Authorized Signer: _____ Title: _____

Signature: _____ Date: _____

Email: _____ Phone: _____

Attachment F – Reference Form

Responders should provide the contact information only for each reference.

Reference/Company Name	
Contact Name	
Address	
Email	
Phone	

1. Description of project(s):
2. Dates of Engagement:
3. Were the project(s) completed on budget? If not, please explain.
4. Were the project(s) complete on time? If not, please explain.
5. What went well with the project(s)?
6. What could have gone better with the project(s)?

Attachment G – Security Questionnaire

CONFIDENTIAL

Company Information

Name of Company: _____

Company Website: _____

Contact Person Completing the Questionnaire: _____

Email Address: _____

Phone Number: _____

Date Questionnaire Completed: _____

Company Information: _____

Questionnaire Completion Instructions

Select the appropriate answer in the Response column and provide additional details and supporting material to support as necessary. If the answer is 'No' or 'n/a', a justification must be provided.

Question	Requirement	Response	Describe/Justify
1.	An information security awareness and training program has been established and provides general awareness and role specific security training to all employees.	Yes ☐ No ☐ n/a ☐	
2.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional/academic or references.	Yes ☐ No ☐ n/a ☐	
3.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images.	Yes ☐ No ☐ n/a ☐	
4.	All access to information systems (physical and electronic) will be controlled and restricted to only those with a need to access these systems and logs of access maintained.	Yes ☐ No ☐ n/a ☐	

Question	Requirement	Response	Describe/Justify
5.	The system/solution/service has capability to integrate with Security Incident Event Management (SIEM) system.	Yes ☐ No ☐ n/a ☐	
6.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity, and availability of the information system.	Yes ☐ No ☐ n/a ☐	
7.	Vulnerability tests (internal/external) are performed on all applications and platform and results can be made available to Minnesota Judicial Branch upon request.	Yes ☐ No ☐ n/a ☐	
8.	The Vendor has a process in place to address vulnerabilities in a timely manner.	Yes ☐ No ☐ n/a ☐	
9.	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Judicial Branch Rules of Public Access to Records of the Judicial Branch and applicable state and federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS, and PCI DSS).	Yes ☐ No ☐ n/a ☐	
10.	Any data received from the Minnesota Judicial Branch or created, collected, or otherwise obtained as part of this agreement will be owned solely by the Minnesota Judicial Branch and all access, use and disclosure of the data shall be restricted to only that which is required to perform the organization's duties under an accepted contract?	Yes ☐ No ☐ n/a ☐	
11.	Processes will be in place to securely destroy or delete Minnesota Judicial Branch data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the Minnesota Judicial Branch.	Yes ☐ No ☐ n/a ☐	
12.	In the event of termination of the agreement, the organization shall implement an orderly return of Minnesota Judicial Branch assets and the subsequent	Yes ☐ No ☐ n/a ☐	

Question	Requirement	Response	Describe/Justify
	secure disposal of Minnesota Judicial Branch assets.		
13.	An incident response plan is in place which includes notifying the Minnesota Judicial Branch immediately of a known or suspected security or privacy incident involving Minnesota Judicial Branch data.	Yes ☐ No ☐ n/a ☐	
14.	Central management or continuous monitoring software/systems for maintenance, paper use, and other consumables will only communicate with devices via SNMPv3.	Yes ☐ No ☐ n/a ☐	
15.	Is LDAP Authentication an option for the authentication mechanism.	Yes ☐ No ☐ n/a ☐	
16.	In the event of termination of the agreement, the organization shall implement an orderly return of Minnesota Judicial Branch assets and the subsequent secure disposal of Minnesota Judicial Branch assets.	Yes ☐ No ☐ n/a ☐	

Attachment H – Sample Contract

This Contract is between the State of Minnesota, acting through the Minnesota Competency Attainment Board, a judicial branch agency, (“State”) and Contractor XXX, whose designated business address is XXXXXXX (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State, pursuant to [Minnesota Statutes 2025, Section 611.56](#) is empowered to manage the administrative affairs of the Minnesota Competency Attainment Board, a Judicial Branch agency, and
2. State desires to XXX but lacks sufficient staff, and
3. State issued a Request for Proposal (“Solicitation”);
4. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
5. Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, professional quality, and diligence in Contractor’s industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State; and
6. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms; and
7. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1. **Effective date.** XXX or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

- 1.2. **Expiration date.** XXX or until all obligations have been satisfactorily fulfilled, whichever occurs

first. The contract may be extended for up to an additional XX as determined by the State, through a duly executed amendment.

2. Contractor's Duties, Specifications, and Scope of Work

The Contractor shall perform all duties, specifications, and scope of work described in this Contract to the satisfaction of the State.

The Contractor, who is an independent contractor and not a State employee, will perform the duties, specifications, and scope of work listed in Exhibit C and incorporated into this Contract.

3. Time

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

4. Consideration and Payment

4.1. Consideration. The State will pay for performance by the Contractor under this Contract as follows:

4.1.1. Compensation. The Contractor will be paid: \$XXX.XX.

4.1.2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor performance of this contract in an amount not to exceed \$XXX.XX. Contractor shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the State.

4.1.3. Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$XXX.XX.

4.2. Payment.

4.2.1. Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule: XXX

4.2.2. Retainage. Under [Minnesota Statutes 2025, section 16C.08, subd. 2 \(10\)](#), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

4.2.3. Conditions of payment. All services delivered by the Contractor under this Contract

must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Termination.

6.1. Termination. This contract may be cancelled by the State at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

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

7. Authorized Representative

7.1. State's Authorized Representative. The State's Authorized Representative is Kimberly Larson, Program Administrator, or her successor or delegate and has the responsibility to monitor the Contractor's performance.

7.2. Contractor's Authorized Representative. The Contractor's Authorized Representative is XXX at the following business address and telephone number: XXXX, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

8. Relationship of the Parties.

8.1. Contractor is an independent contractor and shall not be deemed for any purpose to be an employee of the State.

8.2. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this contract. CONTRACTOR may conduct other business unrelated to this contract during

the term of this contract as long as it does not affect in any significant way Contractor's performance under this contract and Contractor's compliance with all other terms and conditions of this contract.

- 8.3.** Contractor understands and agrees that the State is not withholding any taxes from the fees paid to Contractor pursuant to this contract and that Contractor is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to Contractor pursuant to this contract. Without limiting section 12 (Indemnification), Contractor will indemnify the State for any damages or expenses, including attorney's fees, and legal expenses, incurred by the State as a result of Contractor's failure to pay any such taxes or other amounts. At the State's request, Contractor shall provide proof of payment of any such required taxes or other amounts.
- 8.4.** Contractor will pay interest on late payments to its permitted subcontractors as specified in [Minnesota Statutes 2025, section 16A.1245](#).
- 8.5.** This contract shall not be considered or construed to be a partnership or joint venture. Neither Contractor nor the State shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 8.6.** Contractor hereby waives and foregoes the right to receive any benefits given by the State to its regular employees, including, but not limited to, health benefits and vacation and sick leave benefits. Contractor agrees that if any government agency or court of law claims that Contractor is an employee, Contractor agrees that Contractor is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Contractor by virtue of Contractor's services to the State and is effective for the entire duration of this contract. This waiver is effective independently of Contractor's employment status as adjudged for taxation purposes or for any other purpose.

9. Assignment, Amendments, Waiver, and Contract Complete.

- 9.1. Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, including any corporation or other legal entity into, by or with which Contractor may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of Contractor.

Contractor shall notify the State in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of Contractor. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The State reserves the right to require the acquiring person/entity to promptly become a signatory to this contract and any and all amendments or other document so as to help assure the full performance of this

contract.

9.2. Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

9.3. Change of Address. Each party must notify the other party at least ten (10) business days before a change of address. A contract amendment is not required solely for a change of address.

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

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

10. Notice.

Any written notice under this contract shall be deemed to have been received when: (A) sent by email and receipt is confirmed by either email read receipt or reply email confirming receipt or, (B) sent to the address herein or an updated address provided by email, by U.S. Mail, first class, proper postage paid, and seventy-two (72) hours have elapsed after the notice was deposited in the United States mail.

11. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

12. Indemnification.

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

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

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of

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

- 12.2.** Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

13. Injunctive Relief.

Without limiting section 11 (Indemnification), Contractor acknowledges that the State will be irreparably harmed if Contractor's obligations under sections 16 (Confidentiality, Disclosure, and Use) and 23 (Intellectual Property Rights), 24 (Original Works), and 25 (Copyright) of this contract are not specifically enforced and that the State would not have an adequate remedy at law in the event of an actual or threatened violation by Contractor of its obligations. Therefore, Contractor agrees that the State shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by Contractor without the necessity of the State showing actual damages or that monetary damages would not afford an adequate remedy. Contractor shall be liable to the State for reasonable attorney's fees incurred by the State in obtaining any relief pursuant to this section.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Contractor irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

15. Construction of Contract Provisions.

15.1. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.

15.2. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.

15.3. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

16. Consent to Release of Certain Data.

Under [Minnesota Statutes 2025, section 270C.65](#) and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Confidentiality, Disclosure, and Use.

Contractor shall not disclose to any third party any information that is both: (A) made available by the State or its agents to Contractor in order to permit Contractor to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant state or federal law, rule, or regulation, or pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. Contractor has no right, title or interest, whether express or implied, in and to State data.

All State data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of the Contract. The foregoing sentence does not apply if the State's Authorized Representative authorizes in writing the Contractor to sanitize or destroy the data and the Contractor certifies in writing the sanitization or destruction of the data. Within ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize or destroy any remaining data and certify in writing that the sanitization or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor's sole cost and expense.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify the State's Authorized Representative. The State will give the Contractor direction as to how the Contractor should respond to the request before any information is released. The State will give the Contractor instructions concerning the release of the information to the requesting party before the information is released. The Contractor's response to the request shall comply with the State's direction and applicable law.

18. Notification of Data Incidents.

If Contractor becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any State data, Contractor must report such incident to the State as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident are the responsibility of the State. Notwithstanding anything to the contrary in this Contract, Contractor will indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any State data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Contractor's obligation(s) to indemnify, save, hold harmless, or defend the State under any other term of this Contract. Contractor will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any State data.

19. State Audits.

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

20. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

21. Publicity and Endorsement.

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

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

22. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State of Minnesota, or any of the State of Minnesota's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate

written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

23. Antitrust. Contractor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

24. 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 all subcontractors.

25. Subcontracting and Subcontract Payment.

25.1. Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

Contractor will require that the provisions of this Contract apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

25.2. Subcontractor Payment. Contractor must pay any subcontractor in accordance with [Minnesota Statutes 2025, section §16A.1245](#).

26. Intellectual Property Rights.

26.1. Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

26.1.1. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the

Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

26.1.2. “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

26.1.3. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.

26.2. Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

26.3. Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

26.4. Obligations.

26.4.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

26.4.2. **Representation.** The Contractor must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will

not infringe upon any intellectual property rights of other persons or entities.

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

27. Original Works.

In performing its obligations hereunder, Contractor will not use or incorporate any trade secret information or copyrighted works of authorship of Contractor or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by Contractor in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.

28. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

29. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

30. Federal Funds.

30.1. Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

30.2. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

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

31. Non-Exclusivity. This contract shall not preclude Contractor from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the State under this contract; provided, however, that such materials prepared by Contractor shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of Contractor to provide services of any kind to any person or entity as Contractor in its sole discretion deems appropriate.

32. Facilities and Use Conditions. Without limiting Contractor's responsibilities under any other section of this contract, to the extent that Contractor utilizes State provided on-site facilities (including, but not limited to, computers, meeting rooms, desks, Internet connections, etc.) to perform Contractor's duties under this contract, Contractor must comply with all policies of the State as they relate to the acceptable use or operation of facilities, including, without limitation, the State's Policies on Information Technology Security and Risk Management, Inclusive and Respectful Workplace, Is and Drug Free Workplace as the same may be amended and replaced from time to time.

33. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

34. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and

is not based on a valid business reason.

35. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of [Minnesota Statutes 2025, section 181.59](#).

36. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the [E-Verify Subcontractor Certification Form](#). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

37. Affirmative Action.

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

37.1. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed 40 or more full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of [Minnesota Statutes 2025, section 363A.36](#) and [Minnesota Rules 2025, Rules 5000.3400-5000.3600](#). A contractor covered by Minnesota Statutes 2025, section 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a “Workforce Certificate”), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If Contractor is exempt from obtaining a Workforce Certificate as required by Minnesota Statutes 2025, section 363A.36, Contractor shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. Contractor understands that if during the term of this contract Contractor employs more than 40 full time employees in MN or another state, Contractor must comply as provided in this Affirmative Action section of this contract. Contractor shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of Contractor’s employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”

37.2. General. [Minnesota Rules 2025, Rules 5000.3400-5000.3600](#) implements Minnesota Statutes 2025, section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports;

procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 2025, Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 2025, Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

37.3. Workers With A Disability. The Contractor must comply with the following affirmative action requirements for workers with a disability.

- 37.3.1. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 37.3.2. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 37.3.3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 37.3.4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 37.3.5. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

37.4. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

37.5. Certification. The Contractor hereby certifies that it is in compliance with the requirements of [Minnesota Statutes 2025, section 363A.36](#) and [Minnesota Rules 2025, Rules. 5000.3400-5000.3600](#) and is aware of the consequences for noncompliance.

38. Equal Pay Certification.

- 38.1.** The State cannot enter into an agreement that exceeds \$500,000 with a Contractor who has 40 or more full time employees in Minnesota or a state where Contractor has its primary place of business, on a single day during the prior twelve months, unless Contractor has a valid Equal Pay Certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt.
- 38.2.** Contractor certifies that it is in compliance with Minn. Stat. § 363A.44 and is aware of the consequences for non-compliance.
- 38.3.** Contractor represents and warrants that as of the effective date of this contract Contractor employs less than 40 full-time employees on a single working day. Contractor understands that if during the term of this contract Contractor employs more than 40 full time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

39. IT Accessibility Standard.

- 39.1.** The State of Minnesota has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>. The standard related to accessible documents can be viewed at: [Expectations for Accessible Documents \(Updated May 2024\) \(mn.gov\)](#).
- 39.2.** The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.
- 39.3.** When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must

be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

40. Nonvisual Access Standards.

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the nonvisual technology access standards required by [Minnesota Statutes 2025, section 16C.145](#):

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

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

41. Workers' Compensation Insurance.

In accordance with the provisions of [Minnesota Statutes 2025, section 176.182](#), Contractor shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of [Minnesota Statutes 2025, section 176.181, subd. 2](#) prior to commencement of any duties to be performed under this contract.

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

42. Insurance Requirements.

- 42.1.** The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 42.2.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall

maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

- 42.3.** The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 42.4.** The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.
- 42.5.** Notice to Insurer.
- 42.5.1. The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 42.5.2. Insurance certificate holder should be addressed as follows:
- 42.6.** Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:
- 42.6.1. Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 42.6.2. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 42.6.3. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 42.6.4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 42.6.5. Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 42.6.6. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and

have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

42.6.7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- State of Minnesota named as an Additional Insured, to the extent permitted by law.

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

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

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

42.7.3. Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance minimum limits are as follows:

- \$2,000,000 - per claim or event
- \$2,000,000 - annual aggregate

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

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

42.7.4. Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

43. Electronic Signatures.

43.1. The Parties agree that electronic signatures of the parties included in this Contract are intended to authenticate this writing and have the same force and effect as manual signatures.

- 43.2.** Electronic Signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. [Minnesota Statutes 2025, sections 325L.02.](#)
- 43.3.** For purposes of this Contract, an electronic signature must be added as a file or electronic signature option for a .pdf document.
- 43.4.** The parties each warrant that an electronic signature used in this Contract is properly attributable to the person signing this Contract pursuant to [Minnesota Statutes 2025, section 325L.09.](#)

44. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Recitals; Authorized Representatives; Relationship of the Parties; Notice; Indemnification; Governing Law, Jurisdiction, and Venue; Construction of Provisions; Consent to Release of Certain Data; Confidentiality, Disclosure, and Use; Notification of Data Incidents; State Audits; Publicity and Endorsement; Intellectual Property; Original Works; Copyright; Antitrust; and Electronic Signatures. Any other Contract term that expressly states or by its nature would be intended or expected to survive such cancellation or termination, shall survive.

45. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Information Technology Terms
- Exhibit B: Specifications, Duties, and Scope of Work
- Exhibit C: Price and Payment Schedule

Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

MNCAB Program Administrator

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

MNCAB Chair

Print Name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A – IT Terms

1. Supply Chain Security.

- 1.1. Notwithstanding anything else in this Section, this Section does not and shall not limit any other rights of the State under this Contract, including, but not limited to, warranties, acceptance, and return policy, if any.
- 1.2. Security Practices and Preventive Controls. The Contractor will use reasonable commercial efforts to ensure that the Contractor and any subcontractors or third parties involved in assembling, manufacturing, packaging, distributing, handling, warehousing, transporting or shipping State goods, including goods intended to be but not yet delivered to the State, meet all applicable security standards and all applicable local, state, federal, and international laws, rules and regulations (hereinafter “supply chain security”).
- 1.3. Contractor must maintain certification/accreditation in an official supply chain security program and comply with that program’s security standards for all orders sourced from the Contract. Official supply chain security program is defined as one of the following: ISO 28000 or 27036 (as applicable), SAE AS5553 or other SAE standard (as applicable), Customs-Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or other program accepted in writing by the State. To demonstrate certification/accreditation, Contractor must provide to OSP and MN.IT within one month following the effective date of this Contract or amendment adding this Section, whichever is later, a letter verifying its certification/accreditation in an official supply chain security program. Contractor will promptly notify OSP and MN.IT of any change to its certification/accreditation.
- 1.4. Alternatively, if Contractor is not certified/accredited or loses certification/accreditation, Contractor must complete a MN.IT security form to confirm that it complies with supply chain security. The form will require supporting documentation of any responses and must be completed to MN.IT’s satisfaction.
- 1.5. Notification of Supply Chain Security Breach. Contractor will promptly notify OSP, MN.IT, and the ordering entity, if different from MN.IT, of any breach of supply chain security involving State goods, including goods intended to be but not yet delivered to the State. Breach of supply chain security includes, but is not limited to, cargo theft, tampering, unauthorized access, or other activities that involve suspicious actions or circumstances. Goods received with viruses, malware or similar security deficiencies constitute breach of supply chain security.

2. Security and Data Protection.

- 2.1. Contractor is responsible for the security and protection of State data subject to and related to Cloud Services in this Contract. “Cloud Services” includes “cloud computing” as defined by the U.S. Department of Commerce, NIST Special Publication 800-145 (currently available online at: <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf>) and any other software, hardware, hosting service, subscription, or other service or product by which Contractor stores, transmits, processes or otherwise has access to State data.
- 2.2. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract, if in conflict. This Security and Data Protection section, including its sub-sections, survives the completion, termination, expiration, or cancellation of the Contract.
- 2.3. In the event Contractor receives a request to release any State data, Contractor must immediately notify the State’s Authorized Representative. The State will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor must comply with the State’s instructions.

3. Security Program.

- 3.1. Contractor will make best efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program (“Program”) that includes an information security policy applicable to any and all Cloud Services (“Policy”). Contractor’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (“NIST”) 800-53 Special Publication Revision 4, Federal Information Processing Standards (“FIPS”) 199, Federal Risk and Authorization Management Program (“FedRamp”), or Control Objectives for Information and Related Technology (“COBIT”).
- 3.2. Upon the State’s request, Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor’s security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as not public data pursuant to the Rules of Public Access to the Records of the Minnesota Judicial Branch.

4. Data Encryption.

- 4.1. Contractor must encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to State data. Contractor will secure and protect all

encryption keys to State data. Encryption keys to State data will only be accessed by Contractor as necessary for performance of this Contract.

- 4.2. Data Storage. Contractor warrants that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
- 4.3. Data Center and Monitoring/Support Locations. During the term of the Contract, Contractor will: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all Cloud Services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

5. Security Audits & Remediation.

- 5.1. Contractor will audit the security of the systems and processes used to provide any and all Cloud Services, including those of the data centers used by Contractor to provide any and all Cloud Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Rules of Public Access to the Records of the Minnesota Judicial Branch; and (5) may be performed for other purposes in addition to satisfying this section.
- 5.2. Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.
- 5.3. Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.
- 5.4. If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

6. Business Continuity.

6.1. Contractor shall have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Contract shall be maintained continuously in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

6.2. Any term or condition that allows the Contractor to terminate the Contract for any or no reason (i.e., termination for convenience) is null and void. In the event of termination or cancellation of this Contract for any reason, the Contractor shall continue to provide any then-existing Cloud Services for as long as the State needs to transfer its data, software and other assets to an alternate service or service provider. After any such termination or cancellation, the State may purchase the continuing Cloud Services at the pricing in effect prior to such termination or cancellation. The fee for any such purchase shall be prorated for the period of time needed, as determined by the State, and shall be reduced by the amount paid for Cloud Services that were not used prior to such termination or cancellation. The amount of any such fee reduction shall be determined on a pro-rata basis. The Contractor shall refund to the State any unused portion of payments for Cloud Services.

7. Background Checks.

7.1. Contractor represents that it has conducted and will conduct background investigations into all of Contractor's agents, employees, and subcontractors that will provide Cloud Services to the State. Such background investigations must have been or will be conducted by investigating local, state and federal criminal records, local, state and federal civil case records, and employment references.

7.2. If any provision of this sub-section is found to violate any applicable laws, rules, or State policies, then the Contractor will be relieved of all obligations arising under such provision. Notwithstanding anything to the contrary in this sub-section, this sub-section is only applicable and effective to extent that it is consistent with applicable laws, rules, and State policies.

8. Secure Coding.

- 8.1. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the OWASP top 10.
- 8.2. Contractor shall comply with IRS Publication 1075, [Exhibit 7](#), Safeguarding Contract Language Obligations, which is incorporated herein.
- 8.3. For the term of this Contract, Contractor will maintain a provisional Authority to Operate (ATO) at the Moderate Level from the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB) or Federal Agency for any and all Cloud Services provided under this Contract.
- 8.4. For the term of this Contract, Contractor will maintain an ISO 27001 Certification for any and all Cloud Services provided under this Contract.

Exhibit B – Specifications, Duties, and Scope of Work

For agreements that require lengthy specifications, duties, and scope of work, this page will include that detail, and be referenced in paragraph detail the parties' agreement regarding specifications, duties, and scope of work.

Exhibit C – Price and Payment Schedule

This page will include detailed pricing and timing information as agreed to by the parties.

Sample Contract