

I. Required Statements

Complete the correlating forms found in [eDocs](#)¹ by searching for the form numbers referenced below, or pasting the form file path name found in the footnotes below to your browser, and submit them as the “Required Statements” section of your Proposal. You must use the current forms found in eDocs. Failure to use the most current forms found in eDocs in completion of the Proposal are at the Responder’s risk and may, at the discretion of the State, result in disqualification of the Proposal for non-responsiveness.

- A Responder Information and Declarations (Responder Information/Declarations Form DHS-7020-ENG)**²: Complete and submit the attached “Responder Information and Declarations” form. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. The Responder may fail the Required Statements Review in the event that the Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, the State reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations, or makes a disclosure which evidences a conflict of interest.
- B. Exceptions to RFP Terms (Exceptions to Terms and Conditions Form DHS-7019-ENG)**³: The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. Each Responder's Proposal must include a statement of acceptance of all terms and conditions stated within this RFP or provide a detailed statement of exception for each item excepted by the Responder. **Responders who object to any condition of this RFP must note the objection on the attached “Exceptions to RFP Terms” form. If a Responder has no objections to any terms or conditions, the Responder should write “None” on the form.**

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

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

¹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

² <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7020-ENG>

³ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7019-ENG>

- C. Affidavit of Noncollusion (Affidavit of Noncollusion Form- DHS-7021)⁴** : Each Responder must complete and submit the attached “Affidavit of Noncollusion” form. A Proposal will fail this component if an Affidavit of Noncollusion is not submitted.
- D. Trade Secret/Confidential Data Notification (Trade Secret/Confidential Data Notice Form-DHS-7015-ENG)⁵**: All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the successful Responder. If a contract is awarded to the Responder, the State must have the right to use or disclose the trade secret data to the extent otherwise provided in the grant contract or by law.

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

1. Clearly mark every page of trade secret materials in its Proposal at the time the Proposal is submitted with the words “TRADE SECRET” or “CONFIDENTIAL” in capitalized, underlined and bolded type that is at least 20 pt.; the State does not assume liability for the use or disclosure of unmarked or unclearly marked trade secret/confidential data;
2. Fill out and submit the attached “Trade Secret/Confidential Information Notification Form,” specifying the pages of the Proposal which are to be restricted and justifying the trade secret designation for each item. If no material is being designated as protected, a statement of “None” should be listed on the form;
3. Satisfy the burden to justify any claim of trade secret/confidential information. In order for a trade secret claim to be considered by the State, detailed justification that satisfies the statutory elements of Minnesota Statutes section 13.37 and the factors discussed in *Prairie Island Indian Community v. Minnesota Dept. of Public Safety*, 658 N.W.2d 876, 884-89 (Minn.App.2003) must be provided. Use of generic trade secret language encompassing substantial portions of the Proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as nonresponsive requests for trade secret exception and will not be considered by the State in the event of a data request is received for Proposal information; and
4. Defend any action seeking release of the materials it believes to be trade secret and/or confidential, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State’s award of a contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in the possession of the State. The State is required to keep all the basic documents

⁴ <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7021-ENG>

⁵ <https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-7015-ENG>

related to its contracts, including selected responses to RFPs, for a minimum of six years after the end of the contract. Non-selected RFP Proposals will be kept by the State for a minimum of one year after the award of a contract, and could potentially be kept for much longer.

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

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

A Proposal may fail if a Trade Secret/Confidential Data form is not completed and submitted with the proposal.

- E. Documentation to Establish Fiscal Responsibility:** The successful Responder must be fiscally responsible. Therefore, Responders must include in their Proposals sufficient financial documentation to establish their financial stability.

IRS Form 990s.

If a Responder is a not-for-profit organization that completed an IRS Form 990 in 2014, Responder must submit its IRS Form 990.

If Responder is concerned that its 2014 IRS Form 990 does not demonstrate its fiscal responsibility, it may supplement its application with any of the additional material described below. An IRS Form 990 is a federal tax return for nonprofit organizations. Nonprofit organizations that are recognized as exempt from federal income tax must file a Form 990 or Form 990 EZ if it has averaged more than \$25,000 in annual gross receipts over the past three tax years. Please also submit any information about any pending major accusations that could affect your financial stability.

Organizations without 2014 IRS Form 990s:

- (1) Organizations that have not completed an IRS Form 990 should submit a certified financial audit if they have one. A certified financial audit is a review of an organization's financial statements, fiscal policies and control procedures by an independent third party to determine if the statements fairly represent the organization's financial position and if organizational procedures are in accordance with Generally Accepted

Accounting Principles (GAAP). Any organization with an annual revenue greater than \$750,000 is required to have a certified financial audit completed for any fiscal year in which they have total revenue of more than \$750,000.

- (2) If the organization does not have a certified financial audit, the organization must submit its most recent board-reviewed financial statements if it has a board.
- (3) If the organization does not have a certified financial audit or board-reviewed financial statements because it does not have a board, the organization should submit a certified statement of assets and debts (balance sheet) and evidence of cash flow including amounts in a checking account.

Responders may also include documentations of cash reserves to prevent shortages or delays in receipt of revenue, and/or any other documents sufficient to substantiate responsible fiscal management.

State may request additional information from these Responders as necessary to determine financial stability.

All Responders must submit any information about any pending major accusations that could affect your financial stability.

In the event a Responder is either substantially or wholly owned by another corporate entity, the Proposal must also include the most recent detailed financial report of the parent organization, and a written guarantee by the parent organization that it will unconditionally guarantee performance by the Responder in each and every term, covenant, and condition of such contract as may be executed by the parties.

If the Responder is a county government or a multi-county human services agency that has 1.) had an audit in the last year by the State Auditor or an outside auditing firm, or 2) meets the requirements of the Single Audit Act, the Responder is not required to submit financial statements. However, the State reserves the right to request any financial information to assure itself of a county's financial status.

The information collected from these inquiries will be used in the State's determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process, and/or with other persons as authorized by law. If you choose not to provide the requested information, your organization's Proposal will be found nonresponsive and given no further consideration. The State reserves the right to request any additional information to assure itself of a Responder's financial reliability. If a Responder's submission in response to this component does not demonstrate its financial stability, the Responder may fail this requirement and be disqualified from further consideration.

F. Disclosure of Funding Form ([Disclosure of Funding Form- DHS-7018-ENG](#))⁶

⁶ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7018-ENG>

Per the Federal Funding Accountability and Transparency Act of 2006 “Transparency Act” or “FFATA” (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101). The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards, and delivery orders.

In order to comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee’s Data Universal Numbering System (DUNS) number and determine if the grantee meets specific requirement which would require additional reporting items and to collect additional information on executive compensation if required. In order to comply with federal law and to collect this information, Responders are required to fill out the Disclosure of Funding Form and submit it with their response. The form requires Responders to provide their Data Universal Numbering System (DUNS) number. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a Responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>). The Responder must have a DUNS number before their response is submitted.

G. Human Rights Compliance

1. **Affirmative Action Certification. ([Affirmative Action Data Page- DHS-7016-ENG](#))⁷:** For all contracts estimated to be in excess of \$100,000, Responders are required to complete and submit the attached “Affirmative Action Data” page. As required by Minnesota Rules, part 5000.3600, “It is hereby agreed between the parties that Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, section 363A.36 and Minnesota Rules, parts 5000.3400 - 5000.3600 are available upon request from the contracting agency.”
2. **Equal Pay Certificate. ([Equal Pay Certificate Compliance – DHS -7075-ENG](#))⁸**
 - a. **Scope.** Pursuant to Minnesota Statutes, section 363A.44, the State shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.

This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this section would cause undue hardship on the business. This section does not apply

⁷ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7016-ENG>

⁸ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7075-ENG>

to a contract to provide goods or services to individuals under Minnesota Statutes, chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.

- b. Application.** If your response to this RFP is or could be within the scope of Minnesota Statutes, section 363A.44, you must apply for an equal pay certificate by paying a \$150 filing fee and submitting an equal pay compliance statement to the Minnesota Department of Human Rights (“MDHR”). MDHR’s Equal Pay Certificate Application Form can be obtained at <http://mn.gov/mdhr/compliance/forms.html>. **It is your sole responsibility to submit this statement to MDHR and – if required – apply for an equal pay certification before the due date of this proposal and obtain the certification prior to the execution of any resulting contract.**
 - c. Revocation of Contract.** If a contract is awarded to a business that does not have an equal pay certificate as required by Minnesota Statutes, section 363A.44, or is not in compliance with the laws identified within section 363A.44, MDHR may void the contract on behalf of the state, and the contract may be abridged or terminated by DHS upon notice that the MDHR has suspended or revoked the certificate of the business.
 - d. Equal Pay Certificate Compliance Form.** You must complete the Equal Pay Certificate of Compliance Form and submit it with your Proposal. The Equal Pay Certificate of Compliance Form can be obtained at <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7075-ENG>.
- H. Certification Regarding Lobbying ([Certificate Regarding Lobbying Form- DHS-7017-ENG](#))⁹:** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Responder must complete and submit the attached “Certification Regarding Lobbying” form.

II. Required Contract Terms and Conditions

- A. Requirements.** All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. The requirements are set forth throughout this RFP and are contained in the attached grant contract in the Appendix.
- B. Governing Law/Venue.** This RFP and any subsequent contract must be governed by the laws of the State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which the State is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which the State is a party must be the United States District Court for the State of Minnesota.

⁹ <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-7017-ENG>

- C. Travel.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the grantee as a result of the grant contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.
- D. Preparation Costs.** The State is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.
- E. Contingency Fees Prohibited.** Pursuant to Minnesota Statutes, section 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.

G. Insurance Requirements

- 1. Responder shall not commence work under the grant contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
- 2. Responder is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

Appendix B – Required Statements, Terms, and Conditions

- b. Commercial General Liability: Responder 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 grant contract whether the operations are by the Responder or by a subcontractor or by anyone directly or indirectly employed by the Responder under the grant contract. Insurance minimum amounts are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable. Please list _____.

State of Minnesota named as an Additional Insured, to the extent permitted by law.

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- d. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

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

Responder is required to carry the following minimum amounts:

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

Any deductible will be the sole responsibility of the Responder and may not exceed \$50,000 without the written approval of the State. If the Responder desires authority from the State to have a deductible in a higher amount, the Responder 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 Responder 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 grant contract and Responder shall maintain such insurance for a period of at least three (3) years, following completion of the work. If Responder discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

e. Blanket Employee Theft/Employee Dishonesty Insurance.

Responder is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year's grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The State will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may Responders provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Responder must furnish the State with a certificate of employee theft/employee dishonesty insurance. This requirement does not apply to grant contracts with the University of Minnesota, counties, school districts or reservations.

f. Additional Insurance Conditions:

1. Responder's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Responder's performance under this grant contract;
2. If Responder receives a cancellation notice from an insurance carrier affording coverage herein, Responder agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Responder's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

3. Responder is responsible for payment of grant contract related insurance premiums and deductibles;
 4. If Responder is self-insured, a Certificate of Self-Insurance must be attached;
 5. Include legal defense fees in addition to its liability policy limits, with the exception of VI.G.2.d. above; and
 6. Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota; and
 7. An Umbrella or Excess Liability insurance policy may be used to supplement the Responder’s policy limits to satisfy the full policy limits required by the grant contract.
3. The State reserves the right to immediately terminate the grant contract if the Responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Responder. 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.
 4. The successful Responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the grant contract.

I. Accessibility Standards

Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, as updated on October 3, 2013. This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#). The relevant requirements are contained under the “Standards” tab. Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

III. Terms of Agreement & State’s Authority

The State may:

- A. Reject any and all Proposals received in response to this RFP;

Appendix B – Required Statements, Terms, and Conditions

- B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
- C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
- D. Select for contract or for negotiations a Proposal which best represents “best value” as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
- E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by the State, and the modifications make the terms of the Proposal more favorable to the State, and accept such Proposal as modified;
- F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
- G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders’ “Best and Final” offers;
- H. Extend the grant contract, in increments determined by the State, not to exceed a total contract term of five years;
- I. Cancel the RFP at any time and for any reason with no cost or penalty to the State; and
- J. The State will not be liable for any errors in the RFP or other responses related to the RFP.

If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R., sec. 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.