Event Description

THIS IS A FORMAL EVENT/REQUEST FOR PROPOSAL. Non electronic and E-mail responses WILL NOT BE ACCEPTED. The response must be submitted through the SWIFT Supplier Portal no later than the date and time called for in the Event.

PURPOSE. The purpose of the Solicitation is to receive responses and award a contract with a vendor(s) for the 2020 Explore Minnesota Tourism Conference (Conference).

The Conference is scheduled for March 2-4, 2020. Tourism anticipates approximately 350 attendees at the Conference. The number of attendees is an estimate only. The State does not guarantee a minimum number of lodging rooms or meals. Prices listed on the pricing pages are firm and shall not be adjusted if the number of attendees falls below the estimate.

Limitations on geographic location: The southern half of the Central Region of MN, including the counties of Benton, Douglas, Grant, Kandiyohi, McLeod, Meeker, Mille Lacs, Morrison, Pope, Sherburne, Stearns, Stevens, and Todd (see attached Exhibit 1).

CONTRACT TERM. The Contract Term will be from the date of contract execution through April 30, 2020.

SUBMITTING QUESTIONS. The deadline for submitting questions is March 7, 2019, at 4:30 PM Central Time. Questions must be submitted in writing to Elizabeth Randa at Elizabeth.Randa@state.mn.us. All questions received by the cutoff date and time will be responded to via an addendum.

SWIFT HELP DESK. Responders needing help with registration or assistance navigating the SWIFT system may contact the Vendor Assistance Helpdesk at 651.201.8100 Option 1.

General Comments

- Review the following documents prior to submitting a response:
  1. Event Details
  2. Special Terms and Conditions
  3. Attachment A: Specifications
  4. 2020 Price Schedule (attached at the line level)
  5. Minnesota Workforce Certification Information Form

- Complete and upload the following completed documents as a part of your response:
  1. 2020 Price Schedule
  2. Minnesota Workforce Certification Information Form

General Questions

**Question**

**Response**

**GENERAL TERMS:**

Do you accept the General Terms and Conditions stated in the Event? If no, detail all exceptions. All exceptions must be detailed in the space provided below. If no exceptions are detailed below your response will be held in strict compliance with the General Terms and Conditions. Exceptions detailed in other locations within the response will not be considered.

**WARNING:** Any exceptions taken may be cause for rejection of your response or portions thereof.
### Question

A response to this question is required. Your bid won't be accepted if a response is not provided.  
Preferred Response is: Yes

#### Response Comments

SPECIAL TERMS:

Do you accept all the Special Terms and Conditions stated in the Event? If no, detail all exceptions. All exceptions must be detailed in the space provided below. If no exceptions are detailed below your response will be held in strict compliance with the Special Terms and Conditions. Exceptions detailed in other locations within the response will not be considered.  
WARNING: Any exceptions taken may be cause for rejection of your response or portions thereof.  

A response to this question is required. Your bid won't be accepted if a response is not provided.  
Preferred Response is: Yes

#### Response Comments

SPECIFICATIONS:

Do you meet the specifications called for in the event?  
If no, detail all exceptions. All exceptions must be detailed in the space provided below. If no exceptions are detailed below your response will be held in strict compliance with the specifications. Exceptions detailed in other locations within the response will not be considered.  
WARNING: Any exceptions taken may be cause for rejection of your response or portions thereof.  

A response to this question is required. Your bid won't be accepted if a response is not provided.  
Preferred Response is: Yes

#### Response Comments
**Event Details (cont.)**

<table>
<thead>
<tr>
<th>Event ID</th>
<th>Format</th>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0210-2000008950</td>
<td>Sell</td>
<td>RFx</td>
<td>3</td>
</tr>
</tbody>
</table>

**PUBLIC EVENT DETAILS**

Submit To: Admin/State Procurement  
112 ADMINISTRATION BLDG  
50 SHERBURNE AVE  
ST PAUL MN 55155-1402  
United States  
Contact: Randa, Elizabeth McKenzie  
Phone: 651/201-3122  
Email: elizabeth.randa@state.mn.us

**Event Name**  
Conf: 2020 Explore MN Tourism Conference

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/21/2019 14:13:00</td>
<td>03/14/2019 15:00:00</td>
</tr>
</tbody>
</table>

**Event Currency:** US Dollar  
Bids allowed in other currency: No

In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

---

**Response Comments**

**CONTRACT OBLIGATION:**

Name, Title, e-mail and Phone number of individual authorized to contractually obligate company.

**Response Comments**

**PREPARED BY:**

Name, Title, e-mail, phone and fax numbers of individual who prepared the response.

**Response Comments**

**AUTHORIZED TO SUBMIT:**

By selecting the Yes button, you are officially approving the document and indicating you are authorized to submit this document on behalf of your entity or organization.

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

**Response Comments**

**PLACING ORDERS:**

Enter the name, phone number, fax number, and e-mail address of your contact person for placing orders.
EXPEDITING ORDERS:

Enter the name, phone number, fax number, and e-mail address of your contact person for expediting orders.

WORKFORCE CERTIFICATE INFORMATION:

The State requires Responders to complete and return the Workforce Certificate Information form that is attached to this Solicitation.

Attach the Workforce Certificate Information from to the Solicitation here.

A file attachment is required to satisfy this question.

STATE OF MINNESOTA RESIDENT VENDOR

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

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;

(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;

(3) has a business address in the state; and

(4) has affirmatively claimed that status in the bid or
To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time.

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

Are you claiming Resident status?

BY ANSWERING "YES" TO THIS QUESTION, YOU ARE CERTIFYING YOUR COMPLIANCE WITH THE REQUIREMENTS SET FORTH HEREIN AND CLAIMING RESIDENT VENDOR STATUS IN YOUR BID OR PROPOSAL SUBMISSION

A response to this question is required. Your bid won’t be accepted if a response is not provided.

Preferred Response is:

Yes

**Prompt Pay:**

What prompt pay discounts will you offer? If Other, then specify the terms in the comments section.

Options:
- 1% in 30
- 2% in 30
- 3% in 30
- 1% in 10, Net 30
- 2% in 10, Net 30
- 3% in 10, Net 30
- 5% in 10, Net 30
- 1% in 15, Net 30
- 2% in 15, Net 30
- 3% in 15, Net 30
- 1% in 20, Net 30
- 2% in 20, Net 30
- 3% in 20, Net 30
- Net 30
- Other

Select All That Apply
VETERAN-OWNED SMALL BUSINESS PREFERENCE:

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the “veteran-owned” preference when it meets one of the following requirements. 1) The business has been certified by the Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74. See Minn. Stat. § 16C.19(d).

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. In applying the preference to a Request for Bid (RFB), the preference applies only to the first $2,000,000 of a solicitation response.

If you are claiming the veteran-owned preference, attach all required documentation to the Trade Secret/Non-public Information link on the Event Details page, with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I CERTIFY THAT my business qualifies for the veteran-owned preference by meeting the requirements above. (You must answer Yes or No).
Event Details (cont.)

<table>
<thead>
<tr>
<th>Event ID</th>
<th>Format</th>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0210-2000008950</td>
<td>Sell</td>
<td>RFX</td>
<td>7</td>
</tr>
</tbody>
</table>

**Event Round**

1

<table>
<thead>
<tr>
<th>Event Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conf: 2020 Explore MN Tourism Conference</td>
</tr>
</tbody>
</table>

**Start Time**

02/21/2019 14:13:00

**Finish Time**

03/14/2019 15:00:00

**Event Currency:** US Dollar

**Bids allowed in other currency:** No

In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

---

**Response Comments**

---

**ORGANIZATION LEGAL DESCRIPTION:**

Select the appropriate legal description of your business organization.

Options:

- Independent Contractor
- Sole Proprietor
- Corporation
- Incorporated
- LLC
- Other-Please Specify

---

**Response Comments**

---

**INSURANCE:**

If awarded, will you provide proof of insurance as detailed in the event?

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

---

**Response Comments**

---

**PERCENT SAVINGS:**

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in their response. For reporting purposes, enter the Contract Prices Average (% less than the price quoted to the general public).

---

**PUBLIC EVENT DETAILS**

Submit To: Admin/State Procurement

112 ADMINISTRATION BLDG

50 SHERBURNE AVE

ST PAUL MN 55155-1402

United States

Contact: Randa, Elizabeth McKenzie

Phone: 651/201-3122

Email: elizabeth.randa@state.mn.us
Response Comments

LOCATION LIMITATION.

The State requires that responders be located in the southern half of the Central Region of MN, as defined by Exhibit A. Counties in this region include the counties of Benton, Douglas, Grant, Kandiyohi, McLeod, Meeker, Mille Lacs, Morrison, Pope, Sherburne, Stearns, Stevens, and Todd.

Does your response meet this requirement?

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

Response Comments

AMERICANS WITH DISABILITIES. The conference site represents and the group acknowledges that in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act (ADA) and the regulation promulgated thereunder, the hotel facilities being used by the group under this agreement, its guest rooms and common areas will be in compliance with the public accommodation requirements of the ADA. Elevators must be located in all main areas if there is more than one floor being used for the conference or lodging and they must be accessible for wheelchairs and other ADA equipment requirements. At no time can a freight elevator be utilized as the main elevator for individuals with disabilities.

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes
VENDOR AGREEMENTS:

Responders are instructed to include with their response any space rental, equipment rental or other agreements, or any other documents pertinent to this conference. Review and approval by the State will be required prior to final award. The State reserves the right to reject a response if the State and the Responder can not come to an agreement on the alternate language. Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company without penalty.

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

Response Comments

SUBCONTRACTORS:

Will you be subcontracting any of the services called for? If yes, provide the name, address, phone and fax number and what services the subcontractor(s) will provide, for each proposed subcontractor.

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: No

Response Comments

WELCOME RECEPTION.

The State requires a Welcome Reception or Evening Event, and this event must be held offsite. Responders are encouraged to work with their local Convention and Visitor’s Bureau in planning this Reception.
Event Details (cont.)

The site of the Welcome Reception or Evening Event must be within a ¼ mile of the Conference site or the Responder must be able to provide shuttle services to and from the Reception and Conference sites for the attendees.

Does your bid meet this requirement?

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

Response Comments

AWARDS RECEPTION.

The State requires an Awards Reception. The Awards Reception must be sponsored and hosted by the Contract Vendor. The State shall not be responsible for any costs associated with the Awards Reception.

Does your response meet this requirement?

A response to this question is required. Your bid won't be accepted if a response is not provided.

Preferred Response is: Yes

Response Comments
In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

**Line Details**

<table>
<thead>
<tr>
<th>Line</th>
<th>Item ID</th>
<th>Line Qty</th>
<th>UOM</th>
<th>Bid Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1.00</td>
<td>EACH</td>
<td>1</td>
</tr>
</tbody>
</table>

**Reserve Price:** No

**Description:** Price Schedule

**Comments:**
- Attached is the State's Price Schedule. You may add supplemental information, but you must use this form when responding to this solicitation. Failure to use this form to respond may result in the State rejecting your response.

**Question**

**Response**

PRICE SCHEDULE WORKSHEET:

A Price Schedule in Excel® 97-2003 WORKSHEET (.xls), or Microsoft Excel® 2010 Worksheet (.xlsx) is attached to the 'Line Details' of the Event. You must ‘download’ and save the Excel® Price Schedule to your desktop before you can begin filling in your offer and complete the Price Schedule. You must ‘upload/attach’ the completed Price Schedule here and select the ‘I HAVE ATTACHED MY PRICE SCHEDULE’ check box where directed in the Line Details section of the Event.

DO NOT SELECT: ‘I DECLINE TO BID ON THIS LINE’!

Selecting this box may cause your response to be rejected.

Responses will only be accepted on the Price Schedule included with the Event. The completed Price Schedule should be uploaded in either a Microsoft Excel® 97-2003 Worksheet (.xls), or Microsoft Excel® 2010 Worksheet (.xlsx). The State reserves the right to reject Price Schedules submitted in any other format. Other Excel® file extensions that MAY be compatible are: .xlsm, .xls, .xltm, and .xlw.

Once you have completed and submitted your response, you will receive a system confirmation message that your response has been ‘accepted’. Lines with a Price Schedule attached to them will show as $0.00. Print and save the confirmation for your file. If you're having trouble submitting your response or attaching your Price Schedule, call the Help Desk at 651-201-8100 – Option No. 1.
A file attachment is required to satisfy this question.

Response Comments
In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

**Bidder Information**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td>Fax #:</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City &amp; State:</td>
<td>Zip Code:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Event Details (cont.)**

<table>
<thead>
<tr>
<th>Event ID</th>
<th>Format</th>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0210-2000008950</td>
<td>Sell</td>
<td>RFx</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Round</th>
<th>Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conf: 2020 Explore MN Tourism Conference</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/21/2019 14:13:00</td>
<td>03/14/2019 15:00:00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Currency:</th>
<th>Bids allowed in other currency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td>No</td>
</tr>
</tbody>
</table>

**PUBLIC EVENT DETAILS**

Submit To: Admin/State Procurement
112 ADMINISTRATION BLDG
50 SHERBURNE AVE
ST PAUL MN 55155-1402
United States

Contact: Randa, Elizabeth McKenzie
Phone: 651/201-3122
Email: elizabeth.randa@state.mn.us
In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

### Appendix A - Line Specifications

<table>
<thead>
<tr>
<th>Line</th>
<th>Item ID</th>
<th>Line Qty</th>
<th>UOM</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>1</td>
<td>EACH</td>
<td>Price Schedule</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
</tr>
<tr>
<td>Mfg Item ID:</td>
</tr>
<tr>
<td>Item Length:</td>
</tr>
<tr>
<td>Item Height:</td>
</tr>
<tr>
<td>Item Width:</td>
</tr>
<tr>
<td>Item Volume:</td>
</tr>
<tr>
<td>Item Weight:</td>
</tr>
<tr>
<td>Item Size:</td>
</tr>
<tr>
<td>Item Color:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shipping Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule:</td>
</tr>
<tr>
<td>Quantity:</td>
</tr>
<tr>
<td>Due Date:</td>
</tr>
<tr>
<td>Freight Terms:</td>
</tr>
<tr>
<td>Ship Via:</td>
</tr>
</tbody>
</table>

### PUBLIC EVENT DETAILS

<table>
<thead>
<tr>
<th>Submit To:</th>
<th>Admin/State Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>112 ADMINISTRATION BLDG</td>
</tr>
<tr>
<td></td>
<td>50 SHERBURNE AVE</td>
</tr>
<tr>
<td></td>
<td>ST PAUL MN 55155-1402</td>
</tr>
<tr>
<td></td>
<td>United States</td>
</tr>
<tr>
<td>Contact:</td>
<td>Randa,Elizabeth McKenzie</td>
</tr>
<tr>
<td>Phone:</td>
<td>651/201-3122</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:elizabeth.randa@state.mn.us">elizabeth.randa@state.mn.us</a></td>
</tr>
</tbody>
</table>

**Event ID**: G0220-2000008950

**Format**: Sell

**Type**: RFx

**Page**: 14
Appendix B - General Terms & Conditions

1. OVERVIEW
This Request for Proposal (RFP/Event) describes a relationship to be established between the State and a responder to provide a commodity and/or service to the State via a resulting contract. The RFP/Event also specifies contractual conditions and explains the basis for the responses, the subsequent review, and the final selection process.
Detailed Contract obligations and measures of performance will be defined in the final negotiated contracts. The RFP/Event shall not be construed to limit the State’s right to issue or not issue any contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP/Event.
All responses to this RFP/Event must be accepted and prepared as required in the SWIFT Supplier Portal and submitted electronically in the SWIFT system. Paper responses will be rejected. Electronic signatures are required and are part of the SWIFT process. Address all correspondence and inquiries regarding this RFP/Event to the Acquisition Management Specialist AMS named in the Special Terms and Conditions. Any communication regarding this RFP/Event with any state employees or officers other than the AMS listed may result in rejection of the response.

TIME OF SUBMISSION
All electronic responses must be received in the SWIFT Supplier Portal by the due date and time indicated in the event. Responses are time stamped in the system. LATE RESPONSES ARE NOT ALLOWED BY THE SWIFT SYSTEM AND WILL NOT BE CONSIDERED.

PAPER, FACSIMILE OR E-MAIL RESPONSES
Neither paper, facsimile nor e-mail responses will be considered unless specifically authorized by the State in the RFP/Event Special Terms and Conditions.

ACCEPTANCE OR REJECTION OF RESPONSES
The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informality.

SCHEDULE OF EVENTS
The Special Terms and Conditions of this RFP/Event provide a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates such as any pre-proposal meetings, the cutoff dates for questions, and the response due date.

PRE-PROPOSAL MEETING
A pre-proposal meeting may be held for all interested potential responders to review this RFP/Event. If there is a pre proposal meeting, it will be announced in the Special Terms and Conditions. Unless otherwise stated, attendance at a pre proposal meeting is NOT MANDATORY, but is strongly recommended.

SUBMITTING QUESTIONS
The deadline for submitting questions is announced in the Special Terms and Conditions. Questions must be submitted in writing via email to the Acquisition Management Specialist (AMS) listed. All questions received by the cutoff date and time will be responded to via a new revision to the RFP/Event. Those who have accepted the RFP/Event will be notified, via email of the edited version of the RFP/Event. Contact regarding this RFP/Event with any state employees or officers other than the AMS may result in rejection of the response.

CONDITIONS OF RESPONSE
The responder agrees that the prices and terms offered in its response will remain firm for 90 days until they are accepted or rejected by the state, or they are changed by further negotiations with the State prior to award.

<table>
<thead>
<tr>
<th>Event ID</th>
<th>Format</th>
<th>Type</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>G0210-2000008950</td>
<td>Sell</td>
<td>RFX</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Round</th>
<th>Version</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Event Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conf: 2020 Explore MN Tourism Conference</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Time</th>
<th>Finish Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/21/2019 14:13:00</td>
<td>03/14/2019 15:00:00</td>
</tr>
</tbody>
</table>

In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.
PROPOSAL PREPARATION

Responses are to be prepared and presented in the same sequential order as the questions and requests for comments that are presented in this RFP/Event’s Special Terms and Conditions. Responses deviating from the requested format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder’s ability to meet the requirements.

Costs for developing a response to this RFP/Event are entirely the responder’s responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

INTRODUCTION

This RFP/Event does not commit the State to award any Contract or to pay any costs incurred by the vendors responding to it. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP/Event and will apply to any Contracts entered into as a result thereof unless modified and agreed to during negotiations. The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informality.

All responses must be prepared as required in the RFP/Event. Address all correspondence and inquiries regarding this RFP/Event to the Acquisition Management Specialist shown in the Special Terms and Conditions. THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.

2. ESTIMATED AMOUNT. If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or the maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP/Event are estimated quantities only and impose no obligation upon the State either minimum or maximum.

3. AUTHORIZED SIGNATURE. Your response must be submitted by an authorized representative, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, assistant treasurer or authorized representative.

If your company is a corporation, the electronic signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above electronically signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must be provided upon request. The evidence can be either:

- A corporate power of attorney, or
- A certified copy of a board resolution authorizing the alternate signature with a letter attached signed by a corporate officer stating the resolution is in force and effective

4. COMPLETION OF RESPONSES. A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

5. ACTING IN CASES OF DOUBTFUL RESPONSIBILITY. If the OSP Assistant Director, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

6. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP/Event may be considered nonresponsive and may be rejected.
7. INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY. The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. § 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of $10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State.

8. WITHDRAWING RESPONSE. Prior to the close of the RFP/Event any responder may withdraw its response by withdrawing the offer from the SWIFT RFP/Event, notifying the OSP Assistant Director in writing of the desire to withdraw, by appearing in person at OSP and withdrawing the response, or by telegraphic writing or facsimile received by the OSP Assistant Director, requesting withdrawal of the response.

Subsequent to the end of the Event, 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 to the OSP Assistant Director within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.

9. IDENTIFICATION OF OFFER. Responses shall indicate brand name, trademark, catalog number, model, etc., as applicable, for the products offered. If products offered are other than specified, the response should include descriptive literature with illustrations.

10. DISCOUNTS. Unless otherwise provided for by the RFP/Event, discounts must be quoted as a single discount percentage.

11. PROMPT PAY DISCOUNTS. Prompt pay discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.

12. COMPETITION IN RESPONDING. The State encourages open competition. The State's specifications and the General Terms and Conditions have been developed to satisfy the State's needs while obtaining the best value. 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. Suggestions from responders regarding the requirements and specifications will be given careful consideration.

13. CERTIFICATION OF NON COLLUSION. By submitting a response to the RFP/Event, I hereby swear (or affirm) under penalty of perjury:
a. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

b. That the response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

c. That the contents of the RFP/Event 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 official opening of the response.

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.

14. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State’s Office.

15. CANCELLATION OF THE CONTRACT. The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days’ written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed and accepted.

16. STATE AUDITS (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this contract and transactions.

17. CONTRACT DOCUMENTS. Contract documents, including the bond and insurance requirements stated in the Special Terms and Conditions in the RFP/Event, are to be returned within 14 calendar days from receipt of or as otherwise detailed in the documents. Failure to comply may result in cancellation of the award.

18. ADDENDA TO THE RFP/Event. Changes to the RFP/Event will be made by electronic addendum via a New Version of the Event. Any addenda issued will become part of the RFP/Event. Each responder must follow the directions on the new Swift Version. All requests for clarification must be directed to the AMS listed in the Event.

19. AWARD. Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this RFP/Event will be based upon the total accumulated points as established in the Special Terms and Conditions, for separate items, by grouping items, or by total lot, and where at its sole discretion the State believes it will receive the best value. The State reserves the right to award this RFP/Event to a single responder, or to multiple responders, whichever is in the best interest of the State. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the RFP/Event, or to re-issue the RFP/Event, whichever is in the best interest of the State.

The evaluation team will make a recommendation(s) on the award of this RFP/Event. The commissioner of Administration or designee may accept or reject the recommendation of the evaluation team. The
final award decision will be made by the commissioner of Administration or designee.

20. ANTITRUST. The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

21. INSURANCE. Prior to execution of the Contract, if specified in the Special Terms and Conditions, the successful Responder will be required to provide a copy of a Certificate of Insurance, including the workers’ compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, and other coverages per the insurance requirements outlined in the RFP/Event.

22. GOVERNMENT DATA PRACTICES. The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

23. TRADE SECRET/DISPOSITION OF RESPONSES. All materials submitted in response to this RFP/Event will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP/Event that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

a. clearly mark all trade secret materials in its response at the time the response is submitted;

b. include a statement with its response justifying the trade secret designation for each item; and,

c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments 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 the RFP/Event, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFP/Events, for a minimum of seven years.

In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.
d. Only information properly identified will be eligible for Trade Secret designation. This includes but is not limited to any material that may be submitted as part of the RFP/Event response, or in relation to a subsequent Contract. Information labeled “confidential,” “proprietary,” or labeled with similar tags with regard to limiting the State’s disclosure will NOT be eligible for trade secret designation unless the information is properly identified and it meets the statutory definition of a trade secret. Information submitted with the response must be placed in the proper Trade Secret file location as designated in the RFP/Event. Information that may be submitted outside of the electronic system must include a proper cover page clearly indicating trade secret designation. By submitting a response you agree that the information that does not follow the trade secret process defined herein or does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

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

24. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret," the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

25. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:
   a. reject any and all responses received;
   b. select, for contracts or for negotiations, a response other than that with the lowest cost;
   c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
   d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
   e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
   f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP/Event, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

26. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

Conditions of Payment. The Contract Vendor under this Contract must be in accordance with the Contract as determined by the sole discretion of the State’s Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the State’s Office of the Secretary of State.

27. TAXES. DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. -See http://www.revenue.state.mn.us.
If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

28. **COAL TAR SEALANT USE AND SALE PROHIBITED.** By submitting a response to this solicitation, the Responder certifies that coal tar sealant products are not included in its response. “Coal tar sealant product” means a surface applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstracts Service (CAS) number 65996-93-2, 65996-89-6, or 8007-45-2. Coal tar sealants must not be used or sold for application on asphalt-paved surfaces. See Minn. Stat. § 116.201.

29. **PRICES.** Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

   a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency’s receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the “deliver-to” address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.

   b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

   c. **PRICE INCREASES.** After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor’s costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract unless approved in writing by the OSP Assistant Director. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the Assistant Director. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

30. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP/Event shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.

31. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or its authorized agent.

32. **GOVERNING LAW.** The RFP/Event and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed “goods” within the meaning of the UCC, except when to so deem such services as “goods” is unreasonable.

33. **JURISDICTION AND VENUE.** This RFP/Event and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all.
proceedings arising out of this RFP/Event, any ensuing Contract, or any breach thereof.

34. REQUEST FOR CLARIFICATION. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP/Event, the responder shall immediately notify the Acquisition Management Specialist in writing of such error and request modification or clarification of the document.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this RFP/Event's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this RFP/Event, its content or process, must be directed to the Acquisition Management Specialist listed in the RFP/Event documents.

35. CONFLICT OF TERMS. In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP/Event, the Special Terms and Conditions shall govern.

36. DISPUTE RESOLUTION PROCEDURES. Any issue a responder has with the RFP/Event document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing via email to the AMS prior to the RFP/Event opening due date and time. Any issue a responder has with the Contract award must be submitted in writing via email to the AMS within five working days from the time the intent to award, the Contract award date, or date the information is made public, whichever is earliest. This public notice may be made by any of the following methods: notification by letter or email, posted on the Office of State Procurement website, www.mmd.admin.state.mn.us, posted in the Supplier Portal or other electronic notification. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible AMS, the OSP Assistant Director, and the OSP Director.

37. FORCE MAJEURE. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot 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 defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

38. DEFAULT. A state purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

39. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Office of State Procurement Acquisition Management Specialist and the Assistant Director.
The Contract Vendor shall make no representations of the State’s opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

40. NOTICES. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed to the Acquisition Management Specialist listed in the RFP/Event.

41. STATE AGENCY CONTRACT USE. The State intends to use this RFP/Event and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its “best value” by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law. The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate, or unless otherwise provided for in the Special Terms and Conditions.

42. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State’s terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFP/Event general or special terms and conditions and/or specifications that:

a. gives the responder taking the exception a competitive advantage over other vendors; or,

b. gives the State something significantly different from that which the State requested.

43. OWNERSHIP.

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor’s obligations under this Contract without the prior written consent of the State.

b. Rights, Title and Interest. All rights, title, and interest in and of all the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with
others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the State will not own any of the Contract Vendor’s pre-existing intellectual property that was created prior to the Contract and which the State did not pay the Contract Vendor to create. The Contract Vendor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Contract.

44. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

45. AMENDMENT(S). The State reserves the right to make changes to the Contract, when mutually agreed by the State of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. This may include, but is not limited to, the addition or deletion of goods and/or services. Any changes must be confirmed through a fully executed Contract amendment approved by the authorized signatories of the Contract Vendor and the State, as required by law.

46. COPYRIGHTED MATERIAL WAIVER. The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder’s responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

47. CERTIFICATION REGARDING FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION. A contract resulting from this solicitation may be a covered transaction for purposes of federal debarment and suspension regulations. By submission of its response, the responder certifies that neither it, nor its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The responder further certifies that it will include this provision in any subcontracts resulting from this solicitation. If the responder knowingly renders an erroneous certification, in addition to remedies available to the Minnesota Department of Administration, the Federal Government may pursue available remedies, including but not limited to suspension or debarment.

48. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C145, the Contract Vendor shall comply with the following nonvisual technology access standards:

   a. 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;

   b. 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;

c. That nonvisual access technology must be integrated into networks used to share communications
among employees, program participants, and the public; and

d. 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 are not applicable for 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.

49. AMERICANS WITH DISABILITIES ACT (ADA). Products provided under the Contract must comply with the
requirements of the Americans with Disabilities Act (ADA). The Contract Vendor’s catalog and other
marketing materials utilized to offer products under the Contract must state when a product is not
in compliance. If any descriptive marketing materials are silent as to these requirements, the
Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA
requirements.

50. ENTIRE AGREEMENT. A written Contract (including the contents of this RFP/Event and the Contract
Vendor’s response incorporated therein by reference) and any written addenda thereto constitute the
entire agreement of the parties to the Contract.

51. SEVERABILITY. If any provision of the Contract, including items incorporated by reference, is found
to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved
of all obligations arising under such provisions. If the remainder of the Contract is capable of
performance it shall not be affected by such declaration or finding and shall be fully performed.

52. ACCEPTANCE OF PROPOSAL CONTENT. The contents of this RFP/Event and the response of the successful
vendor will become contractual obligations, along with the final Contract, if acquisition action
ensues. The State is solely responsible for rendering the decision in matters of interpretation of
all terms and conditions.

53. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the
Contract or any portion hereof or of any right, title, or interest herein without the prior written
consent of the State’s authorized agent. Such consent shall not be unreasonably withheld. The
Contract Vendor shall give written notice to the State’s authorized agent of such a possibility at
least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure
to do so may result in the Contract Vendor being held in default. This consent requirement includes
reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract
Vendor or its subsidiary or affiliated corporations. This section shall not be construed as
prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of
the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall
remain solely liable for all performance required and provided under the terms and conditions of the
Contract.

54. PREFERENCE.

a. TG/ED. Unless a greater preference is applicable and allowed by law, in accordance with Minn.
Stat. § 16C.16, Subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a 6
percent preference and certified economically disadvantaged (ED) businesses will receive a 6 percent
preference in the evaluation of their proposal. At the time of the solicitation opening date and
time, eligible TG or ED businesses must be currently certified by the Office of State Procurement.
If the business is a manufacturer’s representative, the business must have the manufacturer’s
agreement approved prior to the solicitation opening date and time.

To verify TG/ED certification, refer to the Office of State Procurement’s web site at
To verify TG eligibility for preference, refer to the Office of State Procurement’s web site under “Vendor Information, Targeted Groups Eligible for Preference in State Purchasing” or call the Division’s HelpLine at 651.296.2600.

b. VETERAN-OWNED SMALL BUSINESS PREFERENCE. Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the “veteran-owned” preference when it meets one of the following requirements. 1) The business has been certified by the Office of State Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. § 16C.19(d).

Submit the appropriate documentation with the solicitation response to claim the veteran-owned preference. Statutory requirements and documentation must be met by the solicitation response due date and time to be awarded the preference.

c. RECIPROCAL PREFERENCE. In accordance with Minn. Stat. § 16C.06, subd 7,a Resident Vendor shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state. The preference shall be equal to the preference given or required by the state of the non-resident vendor except when mandated by the federal government as a condition of receiving federal funds.

55. SURVIVABILITY. The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

56. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

57. HUMAN RIGHTS/AFFIRMATIVE ACTION
The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 
A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

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

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with 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.

d. 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.

e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of 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.

e. Consequences. The consequences of a Contract Vendor’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 the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. § 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

58. EQUAL PAY CERTIFICATION.
If the Response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

59. USAGE REPORT. Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities broken down by:

- State agencies
- CPV members (if applicable)

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Annually, or as requested
- Final report after the end of the Contract

60. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

61. STATE REQUIREMENTS FOR ENERGY STAR COMPLIANT PRODUCTS. The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding whether a product is in compliance with the Energy Star Standards. The Contract Vendor’s catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance with the Energy Star Standards. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the Energy Star Standards.

62. COPYRIGHT. The responder 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 not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.
63. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor’s objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration’s Office of State Procurement that shall include a description of the action the Contract Vendor 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 Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms “Contract,” “Contract Vendor,” and “AMS” modified appropriately to preserve the State’s rights.

64. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

65. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE. In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this RFP/Event will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

66. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information by contacting the AMS detailed here.

67. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General’s Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor’s opinion is likely to occur, the Contract Vendor shall eitherprocure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor’s expense. This remedy is in addition to any other remedy provided by law.

68. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED. By signing and submitting a response to this RFP/Event, Contractor/Responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
69. E-VERIFY CERTIFICATION. By submission of a response for services in excess of $50,000, the responder certifies that as of the date of services performed on behalf of the State, the responder 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. This is required by Minn. Stat. § 16C.075. In the event of contract award, the contract vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on our OSP website. All subcontractor certifications must be kept on file with the contract vendor and made available to the State upon request.

70. PREVAILING WAGE. If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which: 1) only one trade or occupation is required to complete it and the project is greater than $2,500; or 2) the estimated total cost of completing the project is greater than $25,000. For questions regarding the prevailing wage laws, contact the Department of Labor and Industry at 651.284.5091.

71. PRODUCTS CONTAINING TRICLOSAN BANNED
By signing and submitting a response to this solicitation, Contractor/Responder certifies that their products offered and sold under a State contract do not contain triclosan pursuant to the State Sustainability Plan that is required by Executive Order 11-13 and detailed in the Updated Model Sustainability Plan Targets adopted by the Inter-agency Pollution Prevention Advisory Team on February 28, 2013.

72. CLEANER-FUEL VEHICLES. (When applicable) It is the intention of the State of Minnesota to begin purchasing electric vehicles, plug-in hybrid electric vehicles, neighborhood electric vehicles, and natural gas vehicles whenever practicable after these conditions have been met and as fleet needs dictate for at least five years after these conditions have been met.

73. STATE’S NON-INDEMNIFICATION. Nothing herein, 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 Contract Vendor, Contract Vendor’s subcontractors, or Contract Vendor’s agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

74. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053)
The following term applies to any contract for which the value, 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.

75. SAMPLES. When required, samples are to be furnished at no charge. Except for those destroyed or...
mutilated in testing, samples will be returned to the responder, at its expense, if requested in the response.

76. SUBCONTRACTOR REPORTING
The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed $500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

In order to participate in this event YOU MUST BE REGISTERED as a vendor and have ACCEPTED the event electronically.

Last Updated: 11/28/2018