

**REQUEST FOR PROPOSALS**

**MJB Salary Structure Benchmark and Compensation Study**

1. **REQUEST FOR PROPOSALS**
2. **Defined.** The State of Minnesota –State Court Administrator’s Office (SCAO) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for conducting a compensation study benchmarking the MN Judicial Branch salary structure in the markets for which it competes for talent, and proposing options and models to address any identified issues in accordance with MJB needs and all applicable statutues, rules and policies. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the tool and services described in this document.
3. **Right to Cancel.** The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.
4. **PROJECT OVERVIEW**
5. **Minnesota Judicial Branch.** The MJB has 10 judicial districts with 289 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices.  The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court.  The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2012, there were more than 1.4 million cases filed in district courts in Minnesota. For more information please visit [www.mncourts.gov](http://www.mncourts.gov).
6. **State Court Administrator’s Office.**  Working under the direction of the Judicial Council, the State Court Administrator's Office (SCAO) provides leadership and direction for the effective operations of the Minnesota Judicial Branch as well as central administrative infrastructure services. This includes finance, human resources, technology, court services support, research and development, public information, education and organizational development, legal counsel, and intergovernmental relations. The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

While the compensation study is sponsored through the Human Resources and Development Division of the State Court Administrator’s Office, the study addresses the salary structure and compensation practices that apply to all branch employees located across the state.

1. **Background**. The Branch’s pay plan structure and job evaluation system were established as part of a comprehensive classification and salary study conducted for the MN Judicial Branch by the National Center for State Courts (NCSC) in 1999-2000 and implemented in 2001. The study was conducted in support of the now-completed transition of trial court employees in Minnesota’s 87 counties to positions in a unified state-funded court system.

That study developed and established the use of a customized quantitative point factor job evaluation system to determine internal relationships among MJB job classifications, and created a single pay structure for all Branch classifications. Individual positions are analyzed in order to allocate positions to the most appropriate job classification. Classifications are evaluated using the point factor system and assigned to a pay grade within the structure based on the total number of points received in the evaluation.

Many MJB job classifications include both represented and unrepresented positions. Across-the board increases applied to pay grades for unrepresented staff have historically mirrored the increases negotiated by represented staff, so a single structure has been able to accommodate represented and unrepresented employees within the same job classifications and pay grades, with the exception of one bargaining unit.

Beginning in FY2015, pay terms in the three collective bargaining agreements diverge significantly from each other and from the pay plan covering unrepresented employees, such that the four groups will not share pay ranges with the same minimum and maximum rates in the future.

The current salary structure was last benchmarked in 2005-2006. Other than a 3% across-the board increase in FY2014 paid on July 1, 2013 with a corresponding increase to the pay grade minimum and maximum rates, there have been no changes to the structure’s pay grades or employee movement through the pay ranges due to step or merit increases since FY2009.

The MJB is committed to applying the principles of fair pay and internal equity in accordance with all applicable laws, statutes and agreements, while desiring to maintain a competitive market position to attract, retain, and compensate its valued employees and support its current strategic priorities related to implementing new business practices and technology tools to transition the courts, court customers and business parterns to an electronic court environment.

To accomplish these goals, the Branch requests proposals from qualified vendors for a compensation study to obtain and evaluate current market data to benchmark its pay structure within relevant public and private sector markets, and provide options and models to address compensation issues identified by the Branch and by the study.

There is no current and comprehensive data set available to evaluate the Branch’s position relative to the multiple external labor markets in which it competes. Consultant will be expected to provide and/or create their own market survey data to provide sufficient information for successful benchmarking of classifications in the relevant public and private sector labor markets. Because the Branch obtains employee benefits from the Executive Branch SEGIP plan, a comparison of benefit packages is not a component of the requested study.

1. **PROJECT GOAL**

The MN Judicial Branch wishes to maintain a competitive market position in order to continue to attract and retain highly qualified employees to carry out its mission and strategic initiatives.

The Branch seeks to ensure its salary structure is aligned with the appropriate external labor market(s) in which it competes for talent while maintaining internal equity among its job classifications.

The MN Judicial Branch requests proposals for a compensation study of its salary structure that provides market data and analysis of relevant public and private sector comparisons for approximately 50-65 selected benchmark job classifications.

Data on benchmarked positions is to be gathered and analyzed to validate the Branch’s internal pay relationships, to determine if MJB’s current pay structure requires adjustment,.

and to develop multiple options and implementation models for addressing any identified issues.

Compensation study includes a particular focus on information technology and business analysis roles and provides job analysis, internal comparison and market pricing of up to 15 additional selected individual positions/job roles.

Study includes comparison of pay ranges and compensation provided to employees in similar positions in Minnesota state government, local government agencies (counties and cities), other related public sector organizations, and the private sector . Emphasis is on local markets. Research should also include state and federal court system positions in comparable markets.

The MN Judicial Branch is seeking recommendations, advice and guidance on compensation modifications to be made based on the compensation study results

in accordance with Branch needs, compensation best practices, concerns relevant to the public sector, and all applicable laws, statutes, bargaining agreements and rules applicable to the MN Judicial Branch.

Study results must be produced in a format suitable for presentation to MN Judicial Branch leadership. Contracted vendor must be available for presentation(s) as requested.

1. **PROJECT DELIVERABLES****/ SAMPLE TASKS**

Discuss MJB compensation-related concerns, methodology of previous benchmark studies, and current policies and pay practices with contract administrator and HR staff to refine and confirm proposed strategy and plan of action.

Review specifications and position description questionnaires for job classifications and individual positions to be benchmarked.

Identify appropriate external labor market(s) for assessment of benchmarked job classifications and positions in conjunction with MJB contract administrator.

Identify and select appropriate external data sources for each benchmark job classification or role to compare pay ranges and compensation provided to employees in similar positions in the relevant public and private sector markets. (Consultant will be expected to have lawful access to a variety of reputable and legally compliant surveys that include relevant public and private sector data, and to obtain their own data via research of publicly available data, creation of custom surveys and/or other agreed upon methods to fill in gaps as needed.)

Review survey benchmark descriptions to determine the level of match with Branch jobs, verifying job duties through class descriptions and position description questionnaires.

Market price selected benchmark classifications in relevant local public and private sector labor markets. (50-65 jobs)

Match and market price approximately 15 additional IT, Business Analyst or other roles/positions identified by Branch for which there are identified market competitiveness concerns.

Examine relationship of market data to perceived job worth as reflected by job evaluation system.

Analyze salary structure and pay compression issues in relation to market study findings and identify issues.

Develop options to address identified issues based on study findings, internal equity considerations and assessment of MJB compensation concerns.

Meet with Branch HR staff to review and discuss preliminary study results and options developed to address identified issues, preferably by March 31, 2014.

Provide advice and guidance on the application of job evaluation and market data in order to maintain a high level of internal equity while appropriately recognizing the need for external competitiveness.

Provide consultation, cost estimates and implementation models for any recommended salary structure adjustments or potential establishment of additional pay structures indicated by study findings.

Provide consultation, cost estimates and implementation models for applying market adjustments to specific positions or job groups to maintain competitiveness if recommended based on study findings;

Provide consultation and implementation models for any proposed changes in criteria for employee movement through pay range if recommended based on study findings.

Evaluate current pay practices and policy in light of study findings and develop recommendations for revisions or development of new policy position relative to the external market, as indicated by study findings.

Prepare and submit final written report.

Present report and study findings upon request to Branch leadership groups and respond to questions.

Note: Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

The contractor will work closely with and is expected to have regular contact with study lead and HR and SCAO leadership to provide updates and receive feedback .

1. **SUBMISSION REQUIREMENTS.**
2. **General Requirements – each response must include the following or it may be excluded from moving through to the next phase of response scoring:**
   * 1. **Certificate of Insurance**. Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor’s RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self‑insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.
     2. **Affirmative Action Certification**. If the vendor’s proposal exceeds $100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.
     3. **Non-Collusion Affirmation**. Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
     4. **Contract Terms** – acknowledgment of a and b. The State’s proposed contract templates are set forth in Appendix III (contract). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator’s Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The template included in the appendices are sample forms and are not to be interpreted as offers.
3. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendix III. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
4. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor’s ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.
5. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.
   * 1. **Evidence of Financial Stability**. Vendor’s RFP must provide evidence of Vendor’s financial stability as an indicator of Vendor’s ability to provide services irrespective of uneven cash flow. Financial Stability-Related Trade Secret.Judicial MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:
        1. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
        2. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
        3. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor’s proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

1. **Project-Related Submission Requirements-each response must include the following or it may be excluded from moving through to the next phase of response scoring:**
   1. A cover sheet including vendors’ contact information, email address, business address, and phone numbers. Cover sheet should include signature lines and must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm.
   2. An overview that reflects the vendors’ understanding of the efforts described in this Request for Proposals and the project deliverables.
   3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above, including: a) description of the methodology and data that will be used to benchmark and assess the competitiveness of the Branch’s current pay grade structure in the relevant public and private sector markets, b) examples of the deliverables that will be produced, and c) a list of the data sources that will be used, including published and/or custom surveys.
   4. A workplan and project timeline, with identification of tasks to be performed and/or services to be provided by the Vendor, timeframes to complete performance of identified tasks, anticipated completion dates of key milestones, and an estimate of the earliest start date following execution of a contract.
   5. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate, and a breakdown of cost by tasks and milestones submitted in workplan. Provide costing for market pricing of additional benchmarks, if needed.
   6. A description of completed similar projects that demonstrate the Vendor’s experience and area of expertise, including Vendor’s ability to provide the stated Deliverables and any descriptions and examples of similar work performed for public sector entities;

* 1. At least three (3) client references (including a minimum of one public sector client) with appropriate contact information, that the Vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated;
  2. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;
  3. A name or list of names of personnel who will actually conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not contain personal telephone numbers, home addresses or home email addresses.
  4. A list of data needed from the Branch in order to complete the study.

1. **Pricing, Risk of Loss** 
   1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP.  Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
   2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal. ~~Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota.~~
   3. DO NOT INCLUDE sales tax in pricing.  The STATE holds Direct Payment Permit 1114 and pays tax directly to the Department of Revenue.
2. **PROPOSAL EVALUATION.**
   * + - 1. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.
         2. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section VI, A & B.
         3. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
   1. Vendor’s industry experience and previous experience in performing similar work, particularly with public sector entities and public employers in the state of Minnesota;
   2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology, including the approach to accounting for both public and private sector data in benchmarking the salary structure, and the approach to accounting for both internal equity and market competitiveness considerations in providing consultation and recommendations;
   3. Cost estimate;
   4. Reliability of product or service;
   5. Financial stability of the organization; and
   6. Vendor’s past performance and client references.
   7. Quality and scope of public and private sector data to be used to assess market competitiveness in local and other relevant markets. (Proposals must clearly indicate the sources of external data available to be used or created as part of the study.)
   8. Timeliness of start date after contract execution, and ability to complete a thorough market study and provide high-quality deliverables within a compact time frame.
3. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
4. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions; vendors may be asked to participate in conference by telephone. Notification of any such requirements will be given as necessary
5. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.
6. **SUBMISSION OF PROPOSALS.**
7. **Proposal Timeline. (Be advised that these dates are subject to change as MJB deems necessary.)**
   1. Posting Date on [MJB Court Public Website - Public Notice](http://www.mncourts.gov/?page=32&Itype=notice) page: Monday, December 9, 2013

Posting Dateson State Register: Monday, December 16 and December 23

* 1. Questions Due: Friday, January 3, 2014
  2. Answers Posted: by Wednesday, January 8, 2014
  3. Proposal Submission Deadline: Friday, January 17, 2014
  4. Vendor conferences: Interviews likely with top 3 submissions after the initial Best Value evaluation is completed, anticipated to take place January 23 and 24, 2014. Subsequent selection and start date as soon thereafter as possible.
  5. The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and will be completed by June 30, 2014, with the expectation that the final report will be delivered on or before April 30, 2014 and presentation to leadership groups as needed will follow. It is possible that the contract will be extended beyond June 30, 2014 to enable the state to consult with the contractor on issues relating to implementation of the study recommendations.

1. **Amendments.** Any amendments to this RFP will be posted on the MJB website.
2. **Questions.** All questions about this RFP must be submitted in writing via email to the State’s sole point of contact identified in this paragraph no later than Friday, January 3, 2014. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Andrea LePage

HR Program Manager

State Court Administrator’s Office

25 Rev. Dr. Martin Luther King Jr. Blvd.

St. Paul, Minnesota 55155

[Andrea.Lepage@courts.state.mn.us](mailto:Andrea.Lepage@courts.state.mn.us)

1. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Wednesday January 8, 2014 and will be accessible to the public and other proposers.
2. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing by 4:00 p.m. on Friday, January 17, 2014, in a sealed envelope to:

Andrea LePage

HR Program Manager

State Court Administrator’s Office

25 Rev. Dr. Martin Luther King Jr. Blvd.

St. Paul, Minnesota 55155

[Andrea.Lepage@courts.state.mn.us](mailto:Andrea.Lepage@courts.state.mn.us)

The submission must include both three (3) paper copies and one (1) electronic PDF copy either on disc or flash drive. No facsimile submissions will be accepted. Proposals delivered in person to State Court Administration should be presented to the First Floor receptionist and date/time stamped by the receptionist.

1. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.
2. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
3. **Deadline; Opening; Public Access.** Proposals must be received no later than 4:00 p.m. on Friday, January 17, 2014. Proposals will be opened the following business day and once opened become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor’s-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.
4. **Late Proposals.** Late proposals will not be accepted or considered.
5. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.

**APPENDIX I**

**Affirmative Action Statement and**

**Certification of Compliance**

**(Must be submitted with Response)**

**STATE OF MINNESOTA - AFFIRMATIVE ACTION STATEMENT**

If your response to the RFP is estimated to exceed $100,000, you must complete the information requested:

**BOX A:**

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months?

YES  NO

If your answer is **“NO**,” proceed to BOX B. If your answer is **“YES,” your response will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an affirmative action plan** to the Commissioner of Human Rights for approval **by the time the responses are due** for any proposal estimated to exceed $100,000.

2. Please check one of the following statements:

**YE**S, we have a **current** Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights. (Include a copy of your certificate with your response.)

**N**O, we **do not have** a Certificate of Compliance; however, **we submitted an affirmative Action plan** to the Commissioner of Human Rights for approval on . The plan must be approved by the Commissioner of Human Rights before any designation or agreement can be executed.

**N**O, we **have not submitted** a plan. If your plan is not submitted by the time the responses are due, your response will be rejected.

**NOTE:** Minnesota designationors must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.

**BOX B:**

1. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in a state in which you have your primary place of business and that primary place of business is outside of the State of Minnesota, but inside the United States?

YES  NO

If your answer is **“NO**,” proceed to BOX C. If your answer is **“YES**,” **the state cannot execute a designation with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements. It is the sole responsibility of the firm or business to apply for and obtain a human rights certification prior to execution of a designation as applicable.** You may achieve compliance with the Human Rights Act by having either a current Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or by certifying that you are in compliance with federal Affirmative Action requirements.

**BOX B (continued):**

2. Please check one of the following statements:

**YES,** we have a current Certificate of Compliance issued by the Minnesota Department of Human Rights. (Include a copy of your certificate with your response.)

**YES,** we are in compliance with federal Affirmative Action requirements.

**NO,** we do not have a current Certificate of Compliance and we cannot certify that we are in compliance with federal Affirmative Action requirements.

**BOX C:**

1. If your answers to BOX A (Question 1) and Box B (Question 1) were “NO,” you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:

**N**O, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and we have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our primary place of business is located.

We are a business with our primary place of business outside of the United States that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

For further information regarding Minnesota Human Rights requirements, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at http://www.eeoc.gov/.

**By signing this statement, the Proposer certifies that the information provided is accurate.**

**NAME OF FIRM:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STATE OF MINNESOTA - AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

The Minnesota Human Rights Act (Minn. Stat. § 363.073) divides the designation compliance program into two categories. Both categories apply to any designations for goods or services in excess of $100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of a designation.

The second category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the STATE that they are in compliance with federal Affirmative Action requirements before execution of a designation. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651-296-5663; Toll Free: 800-657-3704; or TTY: 651-296-1283.

Minnesota businesses must have a current Certificate of Compliance or submitted an affirmative action plan by the time proposals are due, or their proposal will be rejected.

The STATE is under no obligation to delay the execution of a designation until a business has completed the Human Rights certification process. It is the sole responsibility of the business to apply for and obtain a Human Rights certificate prior to execution of a designation, as applicable.

**APPENDIX II**

STATE OF MINNESOTA

AFFIDAVIT OF NON-COLLUSION

**(Must be submitted with Response)**

I swear (or affirm) under the penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer’s Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX III**

**DRAFT SAMPLE CONTRACT**

CONTRACT FOR SERVICES (non technology related)

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its State Court Administrator, address 25 Rev. Dr. Martin Luther King Jr. Blvd., Saint Paul, MN. 55155 (hereinafter "STATE") and CONTRACTOR, an independent contractor, not an employee of the State of Minnesota, address hereinafter "CONTRACTOR"),

WHEREAS, the STATE desires to conduct a compensation study benchmarking the MN Judical Branch’s salary structure in the relevant external markets in which it competes for talent, and obtain consultation services related to addressing compensation issues identified by the branch or as part of the study , and WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein. NOW, THEREFORE, it is agreed:

I. DUTIES.

A. CONTRACTOR, who is not a STATE employee, shall provide services set forth in this section.

B. The STATE shall have the right to reject before or after starting the project, for any reason or for no reason, any personnel assigned by CONTRACTOR to perform service hereunder.  
Upon such rejection, CONTRACTOR shall promptly assign another of its personnel.

C. Prior to assigning any individual to perform services hereunder, CONTRACTOR shall take reasonable steps to determine whether the individual (or his or her immediate family members has an interest in any pending or threatened litigation or proceedings in any Minnesota state court. Such steps shall include, without limitation, requiring all individuals assigned to perform services here under to complete Part II of the Confidentiality and Disclosure of Interest Agreement set forth in Exhibit A which is attached to and made a part of this contract. CONTRACTOR acknowledges that, without limiting section I.B. above, the STATE may immediately disqualify any such individual from performing services hereunder, and CONTRACTOR shall ensure that no such disqualified individual shall have any further access to the confidential information of the STATE. If CONTRACTOR becomes aware of any individual's interest (or that of his or her immediate family members) in any threatened or pending litigation or proceeding in any Minnesota state court, CONTRACTOR shall immediately notify the STATE of such interest.

11. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the STATE as

follows:

1. Compensation:

2. Contractor will be reimbursed for travel expenses required by Minnesota Judicial Branch supervisor at rates approved pursuant to judicial branch policy.

3. The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not exceed XXX dollars.

B. Terms of Payment. Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed

and acceptance of such services by the STATE'S authorized agent pursuant to Section VII. An invoice shall be submitted for tollable costs incurred by the CONTRACTOR during the immediately preceding week ,

1. TIME REQUIREMENTS. CONTRACTOR shall comply with all of the time requirements described in this contract.
2. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as  
   determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section I of this contract and all  
   applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be  
   unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. TERMS OF CONTRACT. This contract shall be effective on \_\_\_\_\_\_\_\_\_\_\_\_ and shall remain in effect until \_\_\_\_\_\_\_\_\_ or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
4. CANCELLATION.

A. This contract may be cancelled by the STATE at any time, with or without cause. In the event of such a cancellation, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding  
cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile  
transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of  
termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent  
that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature,  
or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time  
of the STATE'S receiving that notice.

1. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is Andrea LePage, Human Resources Program Manager . Such representative shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II (B).
2. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.
3. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their  
   successors in office.
4. LIABILITY. CONTRACTOR shall indemnify, save, and hold the STATE, it representatives and employees harmless from any and all claims or cases of action, including all attorney’s fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR’S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE’S failure to fulfill its obligations pursuant to this contract.
5. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to  
   examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
6. CONFIDENTIALITY, DISCLOSURE AND USE. CONTRACTOR shall not disclose to any third party any information that is both: (A) made available by  
   the STATE or its agents to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance  
   with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota  
   Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause,  
   the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to  
   the requesting party before the information is released.
7. RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.

A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors either individually or jointly with others and which arise out of the performance of this contract, including any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or documents (hereafter "MATERIALS"). CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created by CONTRACTOR, its employees or subcontractors, individually or jointly with others shall be considered "works made for hire" as defined by the United States Copyright Act. CONTRACTOR shall remit all of the MATERIALS to the STATE upon completion, termination or cancellation of this contract. CONTRACTOR, its employees and subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied or reproduced or used for any purpose other than the performance of the CONTRACTOR'S obligations under this contract without the written permission of the STATE'S authorized representative. Nothing in this Article shall be construed to limit the CONTRACTOR'S obligation to comply with Article XI of this contract.

B. CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectualproperty rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Without limiting section X, CONTRACTOR shall indemnify and defend the STATE at CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in CONTRACTOR'S or the STATE'S opinion is likely to arise, CONTRACTOR shall, at the STATE'S discretion, either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV AFFIRMATIVE ACTION.

A. Covered Contracts and Contractors. If this contract exceeds $100,000 and CONTRACTOR employed more than forty (40) full-time  
employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business,  
then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor  
covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state 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. Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons,  
women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a  
certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A  
contract awarded without a certificate of compliance may be voided.

C. Minn. R. Parts 5000.3400-5000.3600 provide:

1. General. Minn. R. Parts 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 contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance  
   reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection  
   of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to,  
   parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
2. Disabled Workers. The contractor must comply with the following affirmative action requirements for disabled workers;

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

b. The contractor 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.

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

E. Certification. CONTRACTOR hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts  
5000.3400-5000.3600 and is aware of the consequences for non-compliance.

1. WORKERS' COMPENSATION. In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide  
   acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as  
   enacted, prior to commencement of any duties to be performed under this contract.
2. ANTITRUST. CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection  
   with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
3. OTHER PROVISIONS.

A. Warranties.

1. Original Works. In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or  
   copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all  
   software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this  
   contract will be original and will not violate or infringe upon the rights of any third party.
2. Professional Services. CONTRACTOR represents and warrants to the STATE that it has the proper training, skill and background so as  
   to be able to perform all services required of CONTRACTOR pursuant to this contract in a competent and professional manner, and all  
   such work shall be of professional quality.
3. Mutual Representations **and** Warranties. CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the  
   fall right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation  
   or restriction that would prevent it from entering into this contract or from performing **fully** any of its obligations hereunder; and c) it has  
   not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any  
   way limit or restrict the rights of the other under this contract.

B. **Injunctive Relief.** Without limiting section X, CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S  
obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at  
law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.

C. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the  
STATE. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to  
this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as **a** result of the fees paid to CONTRACTOR  
pursuant to this contract. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or  
obligation of any kind, express or implied, against or in the name of or on behalf of the other.

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

E. **Publicity.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released  
without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices,  
informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or  
jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.  
Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.

F. Endorsement. CONTRACTOR must not claim that the STATE endorses its products or services.

G. Notices. Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile  
transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been  
deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to CONTRACTOR; (2) at the address first set forth herein, if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial  
Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance  
herewith.

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

I. **Miscellaneous.**

1. The provisions of sections VII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this contract as shall  
   any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
2. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at  
   law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or  
   in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed **a** continuing waiver, but  
   shall apply solely to the instance to which such waiver is directed. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United  
   States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or  
   relating to this contract, its performance, enforcement or breach will be venued in **a** state or federal court situated within the State of  
   Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this  
   contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall  
   be deemed severed from this contract, and all other provisions shall remain in full force and effect.
3. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes  
   any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject  
   matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force  
   and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this  
   contract and any other agreement between the parties, the terms of this contract shall govern.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

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|  |  |
| --- | --- |
| 1. CONTRACTOR | 2. STATE |

|  |  |  |
| --- | --- | --- |
| CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute) |  | Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed $50,000, signature of State Court Administrator or her/his Deputy is also required. |
|  |  |  |
| By: |  | By: |
| Title: |  | Title: |
| Date: |  | Date: |
|  |  |  |
| By: |  | By: |
| Title: |  | Title: |
| Date: |  | Date: |
|  | 3. Funds have been encumbered as required by State Court Finance Policy by: | |
| (reserved) |  | By: |
|  |  | Title: |
|  |  | Date: |
|  |  |  |
|  |  |  |
|  | 4. Approved as to form and execution for STATE by:: | |
| (reserved) |  | By: |
|  |  | Title: |
|  |  | Date: |