



**MINNESOTA  
JUDICIAL BRANCH**  
STATE COURT ADMINISTRATOR'S OFFICE

## **REQUEST FOR PROPOSALS**

### **Treatment Court Funding Formula Review & Validation**

**NOTE:** This RFP has been reposted. If you have already submitted a proposal, it is still under consideration, and you do not need to resubmit any materials.

#### **I. REQUEST FOR PROPOSALS**

- A. **Defined.** The 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 a vendor to review and validate the current funding formula used to set funding levels for Minnesota Treatment Courts. 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.
- B. **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 In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or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.

#### **II. PROPOSAL TO PROVIDE SERVICES TO REVIEW AND VALIDATE THE MINNESOTA TREATMENT COURT FUNDING FORMULA**

- A. **Background.** A treatment court is a specially designed court calendar designed to achieve a reduction in recidivism and substance abuse among defendants with diagnosed substance use and mental health disorders to increase the likelihood of successful habilitation through early, continuous, and intense judicially supervised treatment, mandatory periodic drug testing, community supervision, and use of appropriate sanctions and other rehabilitation services. The goal is to engage individuals in treatment to end the cycle of recidivism and successfully intervene on the addiction. There are 70 treatment courts operating in 74 of Minnesota's 87 counties, including Adult Drug, Driving While Intoxicated, Family Dependency, Veterans, Mental Health, and hybrid courts which combine one or more treatment court models. Since 2016, treatment courts have been allocated legislative funding through a formula based on the number of clients served over a three-year period.

- B. **Scope of Effort.** The SCAO is seeking proposals from a qualified person(s) or entity to contract for professional consulting services to review the existing funding formula, identify opportunities for efficiency and overall improvement, and develop recommendations for Judicial Council consideration on funding allocation, growth management and treatment court sustainability throughout Minnesota. It is anticipated the proposal shall be submitted for a 6 month period of time, to end no later than 9/30/2025.
- C. **Key Objective.** To produce recommendations to improve financial stability and efficiency of treatment courts.
- D. **Project Deliverables.** The vendor will perform all necessary tasks for reviewing and analyzing treatment court financial data and producing related recommendations. The primary deliverables include:
- i. Analyze and expand as needed the existing inventories of the following for each treatment court:
    - a. current staffing model;
    - b. current budget; and
    - c. funding sources, both current and historical.
  - ii. Identify strengths and weaknesses of the current treatment court funding model including staffing models for treatment court coordinators.
  - iii. Determine the full-time equivalent need for treatment court coordinators based on treatment court capacity, geographic location, and treatment court model.
  - iv. Develop recommendations for the distribution of the Minnesota Judicial Branch treatment court allocation as well as overall recommendation(s) for the long-term financial sustainability of treatment courts including the following as considerations:
    - a. priorities for the allocation of Branch funding;
    - b. the influence of funding from other sources upon distribution of the Branch allocation;
    - c. funding needs for statewide sustainability; and
    - d. funding needs for statewide expansion.
  - v. In developing the above the following tasks will be necessary:
    - a. conferring with business partners, including court personnel;
    - b. lead work group meetings; and
    - c. make presentations to staff and leadership groups.

### III.

#### PROPOSAL REQUIREMENTS.

- A. **General Requirements** – each response must include the following or it may be excluded from moving through to the next phase of response scoring:
- i. **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 vendor 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.

- ii. **Affirmative Action Certification and Equal Pay Declarations Page.** Vendor must complete the Workforce and Equal Pay Declarations page (see Appendix I) and include it with its RFP response. (Also available at this [LINK](#))
- iii. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.
- iv. **Contract Terms – acknowledgment of a and b.** The State’s proposed contract templates are set forth in Appendix III (contract) and Appendix IV (subcontractor participation agreement). 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 templates included in the appendices are sample forms and are not to be interpreted as offers.
  - a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.
  - b. 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.
  - c. 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.
- v. **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.
- vi. **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:
  - a. 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;

- b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document file (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
- c. 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.

- vii. **Vendor Security Compliance Questionnaire.** Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records. A completed Appendix IV must accompany each Vendor response. The yes/no/N/A responses from each vendor's completed security questionnaire will be considered publicly accessible.
- viii. **Security Measures-Related Trade Secret.** MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:
  - a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
  - b. The vendor submits the evidence-of-vendor's-security-measures on a separate document file (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"
  - c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this

document. 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.

**B. 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. Cover Sheet. Your proposal must include a cover sheet that includes vendor's contact information, email address, business address, and phone number.
2. Overview of Project Understanding. An overview that reflects the vendors' understanding of the efforts described in this Request for Proposals and the project deliverables and services.
3. Description of Service. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above, including descriptions of the methodology that will be used and examples of the deliverables that will be produced.
4. Timeline. A proposed timeline to complete the project.
5. Costs. The proposal must identify the unit cost per the deliverables and services identified in this request for proposal. Any travel, administrative, overhead, or other related charges and expenses must be included in the costs set forth in the proposal. The costs quoted must be firm and not subject to increase unless otherwise provided for in this proposal.
6. References. The proposal must include 3 references from current clients on similar projects. Information on the vendor's ability to produce results and meet deadlines should be something that the reference can attest to your organization's ability to complete the work as stated in the proposal.

**C. 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.

**IV. PROPOSAL EVALUATION.**

- A. 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.
- B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section III, A & B.

- C. 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;
  2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/methodology;
  3. Cost estimate;
  4. Vendor’s product and/or service delivery methodology;
  5. Reliability of product or service;
  6. Closeness of fit with technical requirements;
  7. Financial stability of the organization; and
  8. Vendor’s past performance and client references.
- A. 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.
- B. 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. Notification of any such requirements will be given as necessary.
- C. 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.

## V. SUBMISSION OF PROPOSALS.

### A. Proposal Timeline.

1. Posting Date on State MJB Website [MJB Court Public Website - Public Notice](#):  
Monday, April 15, 2024
2. Questions Due: Monday, April 22, 2024, at 5:00 pm CST

3. Answers Posted: Friday, April 26, 2024, at 5:00 pm CST
  4. Proposal Submission Deadline: Friday, May 3, 2024, at 5:00 pm CST
  5. Vendor conferences will be scheduled if needed.
  6. Subsequent selection as soon thereafter as possible.
- B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.
- C. **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 Monday, April 22, 2024, 5 p.m. CST. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Cecilia Bliss  
Statewide Treatment Court Coordinator  
[StatewideTreatmentCourtProgram@courts.state.mn.us](mailto:StatewideTreatmentCourtProgram@courts.state.mn.us)

- D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Friday, April 26, 2024, and will be accessible to the public and other proposers.
- E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted electronically by Friday, May 3, 2024, 5 p.m. CST to:

Cecilia Bliss  
Statewide Treatment Court Coordinator  
[StatewideTreatmentCourtProgram@courts.state.mn.us](mailto:StatewideTreatmentCourtProgram@courts.state.mn.us)

The submission must be in a PDF format.

- F. **Signatures.** Your proposal must be signed, 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.
- G. **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.
- H. **Deadline; Opening; Public Access.** Proposals must be received no later than Friday, May 3, 2024, 5 p.m. CST. 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 III(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 III(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.

- I. **Late Proposals.** Late proposals will not be accepted or considered.
- J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.



APPENDIX I

# Workforce and Equal Pay Declaration Page

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

**Select one:**

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

**Select all that apply:**

**We are a Certificate holder:**

- Workforce Certificate under the name: \_\_\_\_\_
- Equal Pay Certificate under the name: \_\_\_\_\_

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

- Workforce Certificate Application date (MM/DD/YYYY): \_\_\_\_\_
- Equal Pay Certificate Application date (MM/DD/YYYY): \_\_\_\_\_

**We have not applied for one or both certificates:**

- Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate, and if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

**We are Exempt:**

- We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day in the last 12 months in Minnesota or the state in which we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.
- We believe our company is exempt because \_\_\_\_\_.  
The Minnesota department of Human rights will review and determine if your company is exempt.

## Business Information

Vendor/Supplier ID

Vendor Email

Business Name

Name of Contracting Agency

Authorized Signature Name Title

Date

Signature

Email

Phone

For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)

**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, pursuant to Minnesota Statutes 2023, Section 480.15 is empowered to manage the administrative affairs of the court, and

WHEREAS, the STATE desires to \_\_\_\_\_ but lacks sufficient staff, 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:

- 1. \_\_\_\_\_
2. \_\_\_\_\_

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.

II. 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/month.

III. TIME REQUIREMENTS. CONTRACTOR shall comply with all of the time requirements described in this contract.

IV. 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.

V. 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.

VI. 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.

VII. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this contract is \_\_\_\_\_. 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).

VIII. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE.

IX. 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.

X. LIABILITY. CONTRACTOR shall indemnify, save, and hold the STATE, its 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.

XI. 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.

XII. 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.

XIII. 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 intellectual property 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, (also known as a "Workforce Certificate"), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in MN or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human Rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to "compliance.MDHR@state.mn.us."
- 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.

XV. 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.

XVI. 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.

XVII. 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 full 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.

(The rest of this page intentionally left blank)

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

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
Title
Date

By
Title:
Date

By
Title
Date

By
Date

DRAFT SAMPLE CONTRACT NOT AN OFFER

Funds have been encumbered as required by State Court Finance Policy by:

(reserved)
------------

By
Date
Contract No.

Approved as to form and execution for STATE by:

(reserved)
------------

By
Date



**APPENDIX IV**  
**STATE OF MINNESOTA**  
**SECURITY QUESTIONNAIRE**  
**CONFIDENTIAL**

**COMPANY INFORMATION**

Name of Company: [Click here to enter text.](#)

Company Website: [Click here to enter text.](#)

Contact Person Completing the Questionnaire: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Date of Completed Questionnaire: [Click here to enter text.](#)

**QUESTIONNAIRE COMPLETION INSTRUCTIONS**

Select the appropriate answer in the Response section and provide additional details and supporting material to support.

Question	Requirement	Response	Describe
1.	An information security awareness and training program has been established and provides general awareness and role specific security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
2.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic or references.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
3.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question	Requirement	Response	Describe
4.	Proposed system solutions will ensure Industry best practices for security architecture & design.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
5.	All access to information systems (physical and electronic) will be controlled and restricted to only those with a need to access these systems and logs of access maintained.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
6.	The system/solution/service has capability to integrate with Security Incident Event Management (SIEM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
7.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
8.	Vulnerability tests (internal/external) are performed on all applications and platform and results can be made available to Minnesota Judicial Branch upon request.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
9.	The Vendor has a process in place to address vulnerabilities in a timely manner.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
10	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Judicial Branch Rules of Public Access to Records of the Judicial Branch and applicable state and federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS, and PCI DSS).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
11	Any data received from the Minnesota Judicial Branch or created, collected or otherwise obtained as part of this agreement will be owned solely by the Minnesota Judicial Branch and all access, use and disclosure of the data shall be restricted to only that which is required to perform the organization's duties under an accepted contract?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	

Question	Requirement	Response	Describe
12	Processes will be in place to securely destroy or delete Minnesota Judicial Branch data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the Minnesota Judicial Branch.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
13	In the event of termination of the agreement, the organization shall implement an orderly return of Minnesota Judicial Branch assets and the subsequent secure disposal of Minnesota Judicial Branch assets.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
14	An incident response plan is in place which includes notifying the Minnesota Judicial Branch immediately of a known or suspected security or privacy incident involving Minnesota Judicial Branch data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
15	Central management or continuous monitoring software/systems for maintenance, paper use, and other consumables will only communicate with devices via SNMPv3.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	
16	Is LDAP Authentication an option for the authentication mechanism.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	