



# MINNESOTA STATE RETIREMENT SYSTEM

## REQUEST FOR PROPOSAL

RFP 79 Disability Review Services

Date Posted: June 17, 2024

- Responses must be received not later than **3:00 PM, Central Time, Monday, July 8, 2024**.
- Late responses will not be considered

### **Minnesota's Commitment to Diversity and Inclusion**

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the Office of Equity in Procurement home page, at [www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

**SPECIAL NOTICE:** This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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### Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Detail
- Attachment D: Responder Forms
  - Veteran-Owned Preference Form [Responder to complete if applicable
  - Workforce and Equal Pay Declaration
- Attachment E: Vendor - Technical and Security Questionnaire
- Attachment F: Reference Form
- Attachment G: Questionnaire

### Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

## SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

### STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions	The contact person for questions is: Kris Wenner, Contract Manager Minnesota State Retirement System <a href="mailto:kris.wenner@msrs.us">kris.wenner@msrs.us</a>  Questions should be emailed to the contact by June 27, 2024. Other personnel are not authorized to answer questions regarding this Solicitation.
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### STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in this link to [Section 4](#). Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined in this link to [Minn. Stat. § 13.37](#)).

**Review, sign, and include the Responder Declarations with your response.**

### STEP 3 –SUBMIT YOUR RESPONSE

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Where to Email Your Response	<b>Email your response instructions.</b> Send Proposal and Cost Detail as two separate attached documents to one email submission: kris.wenner@msrs.us  Subject Line of Email to read “RFP 79; <i>Responder’s Company name</i> ”  The two separate attached documents to the email should be named as follows: <ul style="list-style-type: none"><li>• RFP 79 Proposal; <i>Responder’s Company name</i></li><li>• RFP 79 Cost; <i>Responder’s Company name</i></li></ul> By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer. Proposals must be received not later than <b>3:00 PM Monday, July 8, 2024</b> . <b>Late responses will not be considered</b> even if errors or delays were caused by issues outside of Responders’ control.
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## SECTION 2 – SUMMARY OF SCOPE

### 1. Introduction.

The Minnesota State Retirement System (“MSRS” or “State”) requests proposals from vendors to augment its disability retirement application and review process. Because the disability benefit has an impact on the cost of MSRS pension plans, it is incumbent upon the MSRS Executive Director and the MSRS Board of Directors, as plan fiduciaries, to ensure that all disabilities approved clearly meet the criteria for this benefit.

Minnesota Statutes 352.03, subdivision 8, allows the Executive Director of the Minnesota State Retirement System to enter into a contract with an accredited independent organization specializing in disability determinations. These medical adviser(s) review applications for disability benefits and provide a recommendation to the Executive Director for approval or denial of the disability benefit if they meet the criteria for disability defined in Minnesota statute. The definition of medical adviser in this statute was expanded in 2013 to allow a private contractor to perform the independent review of disability applications.

MSRS currently retains a firm to assist in its disability review program. The current five-year contract will expire on September 30, 2024 and a RFP process must be completed before a new contract can be issued. MSRS intends to evaluate and select a contractor for a two-year period starting October 1, 2024, with the option to extend three additional one-year periods in increments determined by the State. There is an incumbent Disability Review Contractor retained by MSRS through September 30, 2024. If MSRS selects a new Disability Review Contractor as part of the request for proposal (RFP) process, MSRS will negotiate a contract extension with the current Disability Review Contractor to facilitate transition and data-conversion activities.

### 2. Scope of Work.

Responders to this RFP will provide a work plan that addresses these program and statutory requirements.

#### Implementation requirements

MSRS intends for the Contractor to lead the implementation process with a single project manager, and provide an account manager (single point of contact) once service begins.

- During the implementation, the Contractor will work with MSRS to review program details and configure a web-based portal to manage communication and real-time status regarding claims. The portal shall allow MSRS the ability to request data to gain visibility regarding pending, approved, denied, and closed disability claims. MSRS will remain the system-of-record for applicants. The Contractor’s web-based portal will meet MSRS technology and security requirements (see Attachment E Vendor - Technical and Security Questionnaire) and ensure HIPAA compliance.

Where paper forms are necessary, MSRS intends for the Contractor to coordinate the development of approved forms and documents with joint logos to make it clear to applicants that the Contractor is working for MSRS.

#### Ongoing program requirements

##### Roles

In order to provide defensible disability claim recommendations, it is critical that Contractor’s staff meet minimum requirements for education and training, work experience, medical specializations, licenses, and credentials.

Physicians must:

- Be current non-restricted license or certification as a Medical Doctor or Osteopathic Doctor for clinical practice from a state in the United States

- Be board certified by a medical specialty board approved by American Board of Medical Specialties (ABMS) or American Osteopathic Association (AOA)
- Have professional experience to include five (5) years' full-time experience providing direct clinical care to patients

Nurses must have:

- Unrestricted RN licensure, without sanctions, to practice in a state within the United States
- A bachelor degree in Nursing or health related field
- A minimum of five (5) years clinical experience

Vocational specialists must have:

- A master degree in educational, counseling or related field with concentration in vocational rehabilitation, vocational evaluation or a health related field
- A minimum five (5) years' experience conducting vocational assessment, job capacity assessments and work placement assessments

Claims liaisons must have:

- Minimum of three (3) years' experience in general or claims work in which telephone communication was a primary responsibility
- Be proficient in MS Word and Excel
- A high school diploma

Contractor will notify MSRS, within five (5) business days, of reassignment, extended absence or termination, and proposed replacement of key Contractor personnel.

### **Program workflow**

These are the high-level requirements of the MSRS disability review program:

1. Application: MSRS collects a disability application (packet) from applicants and uploads the packet to the Contractor's web-based portal.
2. Outreach to applicants:
  - Within two (2) business days of receiving a benefit application and required claim documentation (packet), the Contractor will make an initial outreach to the applicant to describe the process, confirm contact information for provider(s), explain expected timeframes, and confirm applicant and Contractor contact information.
  - Contractor will notify MSRS if Contractor becomes aware of Applicant or Recipient address and/or contact information changes.
3. Clinical triage:
  - Within 21 calendar days of receipt of application or request for assessment, the Contractor will complete all outreach attempts to the applicant; attending physician(s); ancillary care provider(s); and employer, if applicable. During the outreach attempts, if information from the application or treating provider is vague or unclear, Contractor will obtain this information and will outline to the applicant the need and timeline for receipt of the needed additional information.
  - Contractor will triage (categorize/prioritize) the claim path
4. Disability claim categories and workflow:
  - Based on the disability claim category/priority (to be determined and finalized by MSRS and Contractor during implementation), the Contractor will establish the appropriate review plan, including timelines for subsequent activities so that timeliness of activity can be assessed.
5. Periodic reviews of continued eligibility:

- MSRS has the right to review benefit Recipients' disability status on a periodic basis, typically on an annual basis or when the initial provider's information provides guidance on when the disabling condition may change. The Periodic Review can also be made to confirm continued treatment, typically on an annual basis. The Periodic Review may include whatever clinical review activities are appropriate to the Recipient's circumstance, including Medical and/or Vocational Assessments.
  - Contractor, when requested by MSRS, will establish a follow-up plan for each approved disability application and periodic review, including the frequency of (annual for five years, every three years thereafter, or discontinued if circumstances warrant), and nature of information required.
6. Escalations:
- Contractor will escalate cases of non-compliant applicants and non-compliant recipients (undergoing a medical review) to MSRS within one (1) business day of non-compliance.
7. Changes in claim status:
- Contractor will notify MSRS within one (1) business day of notification if there is a change in the status of an Applicant or Recipient, by:
    - i. Death
    - ii. Return to work of any type (includes volunteer work). Contractor will contact MSRS if it is discovered that the Applicant/Recipient has returned to work or intends to return to work.
    - iii. Withdrawing claim
8. Contractor will prepare and provide quarterly reports of claim activity.

### **Assessments**

1. Independent Medical Examination (IMEs), Independent Psychiatric Examination (IPE), and Functional Capacity Evaluation (FCEs):
- Contractor will determine appropriate type of exam, whether an IME, IPE, or FCE, depending on the content of the application for disability benefits and the applicant's circumstances.
  - The contractor will determine course of action; however, MSRS must provide pre-approval of in-person exams if they are recommended by the Contractor.
  - Contractor will contact the applicant within one (1) business day of the decision to pursue an exam, to advise of the need for an IME, IPE, or FCE, and outline the process.
  - Contractor will coordinate an exam date, make the appointment, and advise the applicant of the appointment.
  - Contractor shall attempt to match the applicant's location with available qualified providers (within a 50-mile radius of the applicant's residence). If an examination is required to be performed outside the State of Minnesota (due to geography), the provider must be licensed and credentialed in that state.
  - Contractor will maintain access to a network of qualified providers, particularly in Minnesota and the surrounding states. Contractor will ensure that qualified providers are licensed and credentialed consistent with corporate credentialing standards (per URAC accreditation requirements) for medical provider credentialing.
  - Exams or assessments will include, at minimum, a review of medical documentation provided and an exam with the applicant. The report will include documentation regarding time spent with the applicant.
2. Vocational assessments:
- Contractor will conduct a Vocational Assessment (using a Vocational Specialist), that includes:
    - i. Vocational interview/outreach, if needed
    - ii. Transferrable Skills Analysis

- iii. Labor Market Analysis to include the following analysis, including identification of at least one specific job, with telephonic confirmation of pay and that the position would be within parameters of the definition; MSRS will allow alternative documentation of the job (i.e. internet or newspaper posting). MSRS defines “job” as being the mere presence of a job within the parameters of the disability definition and does not need to be a job that is open or available in the marketplace.
- Contractor will provide an assessment of the applicant’s current clinical and functional status based on information provided by the treating provider and all current and available claim information. If Contractor determines, based on clinical review of the claim, that the treating provider does not accurately assess an applicant’s current functional status, Contractor may proceed with a Medical Assessment prior to conducting a Vocational Assessment for purposes of establishing accurate functionality.

#### 2.1 Contractor recommendations

- Contractor will make a recommendation to approve or deny a claim, based on the applicable MSRS definition of disability and related definitions (see Table 1. *Disability Plans, Standards, and Process*) and the information provided during the claim review processes.
- With any disability claim approval, Contractor will make a recommendation for providing or waiving future periodic medical reviews.
- The recommendation rationale shall include both clinical and vocational elements, if applicable, including a summary of the Vocational Assessment analysis in accordance with the disability standard provisions, along with any additional medical assessments performed.

#### 2.2 Appeals

##### 1. Contractor will support appeal claims:

- Applicants will appeal directly to MSRS, in writing as described per Minnesota Statutes, Section 356.96. Contractor will receive notice of an appeal that has been filed with MSRS and will begin the initial review process within one (1) business day of the appeal notification. All information received at the time of any previous claim review(s) as well as any additional information provided as part of the appeal will be considered in the appeal claim review.
- If Contractor and MSRS agree that a Medical Assessment and/or Vocational Assessment should take place as part of the appeal review, Contractor will administer the scheduling and/or coordination of the assessment. Following these additional assessments, Contractor will provide an updated appeal recommendation to MSRS.

##### 2. Administrative hearing support & testimony:

- As requested by MSRS, Contractor will provide appeal preparation and appeal testimony
- As requested by MSRS, Contractor will provide on-site and/or teleconference-based support for administrative hearings

### 3. Statutory requirements

The disability standards and process are defined in Minnesota Statutes. See Table 1. *Disability Plans, Standards, and Process*, below, for summaries of relevant statutes.

Table 1. *Disability Plans, Standards, and Process*

Plan	Disability Standard	Disability Process
<p><b>General Employees Retirement Plan</b></p>	<p><b>Total and permanent disability.</b></p> <p>"Total and permanent disability" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that has existed or is expected to continue for a period of at least one year.</p> <p>(Minnesota Statutes 2023, section 352.01, subdivision 17)</p>	<p>Minnesota Statutes 2023, section 352.113</p>
<p><b>Unclassified Plan</b></p>	<p><i>Same as General Employees Retirement Plan</i></p>	<p><i>Same as General Employees Retirement Plan</i></p>
<p><b>Correctional Employees Retirement Plan</b></p>	<p><b>Occupational disability.</b></p> <p>"Occupational disability," for purposes of determining eligibility for disability benefits for a correctional employee, means a disabling condition that is expected to prevent the correctional employee, for a period of not less than 12 months, from performing the normal duties of the position held by the correctional employee. (Minnesota Statutes 2023, section 352.01, subdivision 17a)</p> <p><b>Duty disability, physical or psychological.</b></p> <p>"Duty disability, physical or psychological," for a correctional employee, means an occupational disability that is the direct result of an injury incurred during, or a disease arising out of, the performance of normal duties or the performance of less frequent duties either of which present inherent dangers specific to the correctional employee. (Minnesota Statutes 2023, section 352.01, subdivision 17b)</p> <p><b>Regular disability, physical or psychological.</b></p> <p>"Regular disability, physical or psychological," for a correctional employee, means an occupational disability resulting from a disease or an injury that arises from any activities while not at work or from activities while at work performing normal or less frequent duties that do not present inherent dangers specific to covered correctional positions. (Minnesota Statutes 2023, section 352.01, subdivision 17c)</p> <p><b>Normal duties.</b></p> <p>"Normal duties" means specific tasks designated in the applicant's job description and which the applicant performs on a day-to-day basis, but do not include less frequent duties which</p>	<p>Minnesota Statutes 2023, section 352.95</p>

Plan	Disability Standard	Disability Process
	<p>may be requested to be done by the employer from time to time. (Minnesota Statutes 2023, section 352.01, subdivision 17d)</p> <p><b>Less frequent duties.</b></p> <p>"Less frequent duties" means tasks designated in the applicant's job description as either required from time to time or as assigned, but which are not carried out as part of the normal routine of the applicant's job. (Minnesota Statutes 2023, section 352.01, subdivision 17e)</p>	
<p><b>State Patrol Retirement Plan</b></p>	<p><b>Duty disability.</b></p> <p>"Duty disability" means a physical or psychological condition that is expected to prevent a member, for a period of not less than 12 months, from performing the normal duties of the position held by the person as a member of the State Patrol retirement fund, and that is the direct result of any injury incurred during, or a disease arising out of, the performance of normal duties or the actual performance of less frequent duties, either of which are specific to protecting the property and personal safety of others and that present inherent dangers that are specific to the positions covered by the State Patrol retirement fund. (Minnesota Statutes 2023, section 352B.011, subdivision 7)</p> <p><b>Normal duties.</b></p> <p>"Normal duties" means specific tasks which are designated in the member's job description and which the applicant performs on a day-to-day basis, but do not include less frequent duties which may be requested to be done by the employer from time to time. (Minnesota Statutes 2023, section 352B.011, subdivision 11)</p> <p><b>Less frequent duties.</b></p> <p>"Less frequent duties" means tasks which are designated in the member's job description as either required from time to time or as assigned, but which are not carried out as part of the normal routine of the member's position. (Minnesota Statutes 2023, section 352B.011, subdivision 9)</p> <p><b>Regular disability.</b></p> <p>"Regular disability" means a physical or psychological condition that is expected to prevent a member, for a period of not less than 12 months, from performing the normal duties of the position held by a person who is a member of the State Patrol retirement plan, and which results from a disease or an injury that arises from any activities while not at work, or while at work and performing those normal or less frequent duties that do not</p>	<p>Minnesota Statutes 2023, sections 352B.10, 352B.101, 352B.102, 352B.011 and 352B.105</p>

Plan	Disability Standard	Disability Process
	<p>present inherent dangers that are specific to the occupations covered by the State Patrol retirement plan. (Minnesota Statutes 2023, section 352B.011, subdivision 12)</p> <p><b>Total and Permanent Duty Disability</b></p> <p>“Total and permanent duty disability” means a physical or psychological condition that is expected to prevent a member, for a period of not less than 12 months, from engaging in any substantial gainful activity and that is the direct result of great bodily harm incurred during the performance of duties that are specific to protecting the property and personal safety of others and that present inherent dangers specific to the positions covered by the State Patrol retirement fund. (Minnesota Statutes 2023, section 352B.011, subdivision 14)</p> <p><b>Mental illness.</b></p> <p>"Mental illness" means the diagnosis of a mental illness by a mental health professional, by meeting the criteria for a condition or conditions included in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association. (Minnesota Statutes 2023, section 352B.102, subdivision 1)</p>	

**SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION**

**Anticipated Contract Term.**

The term of this contract is anticipated to be from October 1, 2024 to September 30, 2026, with the option to extend three additional one-year periods in increments determined by the State.

**Question and Answer Instructions.**

MSRS anticipates that the answers to questions will be provided by July 1, 2024 at <https://www.msrs.state.mn.us/vendors> under Current MSRS Opportunities. MSRS is not obligated to answer questions submitted after the question due date and time; however; MSRS reserves the right to answer questions received after this date if it will improve the RFP. Only personnel listed above are authorized to discuss this solicitation with Responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent Responders from seeking guidance from state procurement assistance programs regarding general procurement questions. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify [kris.wenner@msrs.us](mailto:kris.wenner@msrs.us) in writing of such error and request modification or clarification of the document.

**SECTION 4 – PROPOSAL CONTENT**

Please submit the following information:

1. Work Plan. Responder should provide a description of the deliverables to be provided by the Responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. This document should NOT list cost detail. If cost detail is included in this document, the State may disqualify the proposal as non-responsive. Responder should provide a statement of the

objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract, and what makes the Responder uniquely suited for this work.

2. Qualifications and Experience. Responder should provide an outline of background and experience with examples of similar work done by the Responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.
3. References. Responder should complete and submit "Attachment F: Reference Form" with their response. Responder should submit three completed reference forms with each reference's company name and contact information with their response. Once Responder's response is received, the Solicitation Administrator will send the same form to Responder's reference(s) for each reference to fill out and return to the Solicitation Administrator.

The State reserves the right to verify the information submitted on Attachment F before an award is made. The State reserves the right to contact the references listed in Attachment F. The solicitation response will be rejected if the State, in its sole discretion, receives information that indicates the responder is non-responsible or non-responsive.

4. Work Sample. Responder should provide a Work Sample that reflects the quality of the deliverables they will provide to the State. Work Samples are ideally very similar to the services being requested in this RFP. For example, sample letters, medical recommendations, denials and participant correspondence.
5. Cost Detail. Complete and submit Attachment C, "Cost Detail," attached to this solicitation.
6. Submit all requested documentation, including, but not limited to, the following documents:
  1. Attachment A: Responder Declarations
  2. Attachment B: Exceptions to State's Standard Terms and Conditions
  3. Attachment C: Cost Proposal
  4. Attachment D: Responder Forms
    - a. Veteran-Owned Preference Form (Responder to provide if applicable)
  5. Workforce and Equal Pay Declaration Certificate
  6. Attachment E: Vendor - Technical and Security Questionnaire
  7. Attachment F: Reference Form
  8. Attachment G: Questionnaire

**DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).**

## SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

Phase 1 - Review responses for responsiveness and pass/fail requirements

Phase 2 - Evaluate responses

Phase 3 - Select finalist(s)

### 1. Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.
- Responders must meet complete and submit as part of their proposal Attachment E - Technical and Security Questionnaire.
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### 2. Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

- |   |   |
|---|---|
| 1. Work Plan, Qualifications and Experience | 400 points                                  |
| 2. References (Attachment F)                | 50 points                                   |
| 3. Questionnaire (Attachment G)             | 200 points                                  |
| 4. Work Samples                             | 50 points                                   |
| 5. Cost Detail                              | <u>300 points</u>                           |
|   | 1000 points                                 |
| 6. Preference Points (if applicable)        | 120 points (in addition to 1,000 available) |

Cost Detail formula:  $(\text{Lowest Cost}/\text{Cost Being Evaluated}) \times 300 \text{ Maximum Points} = \text{Price Score}$

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

### 3. Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder. It is anticipated that the evaluation and selection will be completed by October 1, 2024.

## SECTION 6 – SOLICITATION TERMS

### 1. Competition in Responding

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum. Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

### Addenda to the Solicitation

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

### 3. Data Security - Foreign Outsourcing of Work is Prohibited

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

### 4. Joint Ventures

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

### 5. Withdrawing Response

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw. After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

### 6. Rights Reserved

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information ; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

## **7. Samples and Demonstrations**

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

## **8. Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

## **9. Trade Secret Information**

Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

- 9.1 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.
- 9.2 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.
- 9.3 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

## **10. Conditions of Offer**

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

## **11. Award**

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

## **12. Requirements Prior to Contract Execution**

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

## **13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 12% percent of the total points available as preference. For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.296.2600.

## **14. Reciprocity**

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.

## ATTACHMENT A: RESPONDER DECLARATIONS

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

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
  2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
  2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
  3. the vendor has an unfair competitive advantage.
- If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.
- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

Company Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT B: EXCEPTIONS TO STATE'S TERMS AND CONDITIONS**

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State's terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State's terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder's exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

<b>Clause and Page Number</b>	<b>Suggested Change to Clause</b>	<b>Explanation or Justification</b>

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT C: COST DETAIL**

Responders must submit Attachment C “Cost Detail” form as their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, indirect costs, equipment, supplies, and other charges. Identify the level of the State’s participation in the contract and details of cost allowances for this participation. Responder must complete the chart below for each identified deliverable. If you do not provide a cost for a Task/Deliverable by Line Item Number, the State will insert the highest cost from another vendor.

The State reserves the right to negotiate per unit based on MSRS Annual Estimate within the scope of this solicitation with the highest scoring responder.

<b>Task/Deliverable by Line Item Number</b>	<b>Amount Per Unit</b>	<b>MSRS Two Year Estimate*</b>	<b>Total</b>
1 Per-Event Cost for New Claims	per review	126	\$
2 Per-Event Cost for Periodic Reviews	per review	10	\$
3 Per-Event Cost for an Functional Capacity Exam (FCE)	per event	12	\$
4 Per-Event Cost for an Independent Psychiatric Exam (IPE)	per event	6	\$
5 Per Event Cost for an Independent Medical Exam (IME)	per event	24	\$
6 Vocational Assessment	per analysis	12	\$
7 Appeal Preparation	per hour	20	\$
8 Appeal Testimony	per hour	10	\$
<b>Two Year Contract Total</b>			<b>\$</b>

\*Note: This is not a guarantee of work level; this will be used for comparison purposes between cost proposals.

**ATTACHMENT D: RESPONDER FORMS**  
**STATE OF MINNESOTA**  
**VETERAN-OWNED PREFERENCE FORM**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award up to a 12% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement (OEP) as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- 2) The principal place of business is in Minnesota AND the US Small Business Administration verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 13, part 128.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. For Bids, the preference applies only to the first \$2,000,000.

**Claim the Preference**

**By signing below I confirm that:**

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement (OEP) as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- My company's principal place of business is in Minnesota **and** the US Small Business Administration verifies my company as being a veteran-owned or service-disabled veteran-owned small business.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Sign and return this form with your solicitation response to claim the veteran-owned preference.**

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

### Select all that apply:

#### We are a Certificate holder:

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

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

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

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

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

#### We are Exempt:

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

## Business Information

<b>Vendor/Supplier ID</b>	<b>Business Name</b>	<b>Name of Contracting Agency</b>
<b>Authorized Signatory Name</b>	<b>Title</b>	<b>Date</b>
<b>Signature</b>	<b>Email</b>	<b>Phone</b>

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

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# Vendor Technical and Security Questionnaire

Version 1.1

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## Attachment E

### Vendor - Technical and Security Questionnaire

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## Company Information

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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.](#)



Provide Information

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## Questionnaire Completion Instructions

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1. Select the appropriate answer in each Response section.
2. Provide additional details in the "Describe" column to support every answer.
3. Include attachments as necessary to support the given information.



INSTRUCTIONS

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## Document Request

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Question	Document Request	Response	Describe
1.	Please attach a copy of your information security policy	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	<a href="#">Click here to enter text.</a>
2.	Please attach a copy of any information security or privacy certifications (e.g. ISO 27001, PCI DSS, GDPR)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	<a href="#">Click here to enter text.</a>
3.	Please attach a copy of any relevant audit reports that cover information security controls (e.g. SOC 2)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	<a href="#">Click here to enter text.</a>
4.	Please attach a copy of your latest penetration test and/or vulnerability assessment report	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	<a href="#">Click here to enter text.</a>

## Technical Questions

Question	Inquiry	Response	Describe
1.	Does system/solution/service have capability to integrate with the MSRS Identity and Access Management (IAM) system? (SAML2 SSO - Preferred)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
2.	The system/solution/service has capability to transmit or poll for security and event logs. (Logstash or SysLog)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Is MSRS data ever stored, processed or transmitted outside the continental United States? (Production, Disaster Recovery)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	Is any monitoring and/or support of system/solution/service performed outside continental U.S?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Does system/solution/service have API's for MSRS uses/automation?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	Do you have business continuity and disaster recovery processes or plans with defined RTO/RPO?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	Do you have defined ramifications if RTO/RPO are not met?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	Can system/solution/service be provisioned on a private Virtual Machine? (Non-SaaS)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
9.	Have you had any outages in the last 24 months? If you have a (public) service status page please provide.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

## Security Questions:

Question	Inquiry	Response	Describe
1.	Is system/solution/service FedRAMP compliant? (FedRAMP Preferred)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
2.	If no to SQ 1, does system/solution/service conform to an industry compliance standard (HIPAA, FERPA, IRS Publication 1075, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Does security program align to industry security best practices? (e.g., CIS, NIST, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	Independent Security audits of the system/solution/service, processes and data centers used to provide the services/solution are conducted at least annually?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Audit results available for client review? (e.g.,SSAE16 SOC 2 or FedRamp Certification, Verizon CyberTrust, HiTrust, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	Vulnerability scans, static/dynamic and penetrations tests are performed on all applications and platforms.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	Does system/solution/service encrypt sensitive data in transit and at rest using industry standard encryption protocols? How are keys managed?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
9.	Does system/solution/service rely on any third-party vendors? Would they have access to MSRS data?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Inquiry	Response	Describe
10.	Do you perform security assessments on potential suppliers prior to entering into agreements with them?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
11.	Do you regularly evaluate suppliers to ensure that they are meeting their security obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
12.	Is there a formalized background screenings of employees, contractors and individuals working on behalf of the organization?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
13.	All systems are protected from external threats. (e.g., malware, viruses, DoS attacks, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
14.	Is there monitoring of system/solution/service for suspicious, anomaly and/or unauthorized access?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
15.	Is there an Incident Response Plan? How often are tabletop exercised conducted? How and when are clients informed of a potential or identified incident or breaches?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
16.	Is the system/solution/service developed according to secure software development best practices (e.g., OWASP, etc.)? Which ones?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
17.	Is access to MSRS data restricted to only that which is required to perform the organization's duties?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
18.	In the event of termination of the service, does the organization have an orderly process to return MSRS data and the subsequent secure disposal of MSRS data? (e.g., D.O.D. 5015.2 )	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
19.	Have there been any breaches in the last 24 months?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

## ATTACHMENT F: REFERENCE FORM

Responder/Company Name:

Contact Name:

Address:

Email:

Phone Number:

1. When did you begin utilizing (insert contractor name) services?
2. What is your organizational structure? Do you have a Board of Directors involved with your disability approvals and/or appeals? What is the size of your retirement plan? (assets, active participants etc.)
3. Please describe the services that you utilize and your experience with the services. Has it been positive?
4. Describe the customer service experience for your disability applicants. Are disability applicants generally satisfied with the level of service?
5. Is there a high level of involvement with (insert contractor name) during the disability review process from your staff? What is the level of vendor management involved?
6. Were there any unexpected service issues or implementation issues when you began using (insert contractor name) services?
7. Describe the (insert contractor name) staff that work with you to provide services? Has the level of service and professionalism been consistent?
8. Is there anything else you think we should know before selecting (insert contractor name) for their services?

## ATTACHMENT G: QUESTIONNAIRE

### Organization/location

- a) Describe your organizational structure, including subsidiary and affiliated companies and joint venture relationships:
- b) Describe any material change in organizational structure or ownership within the last 18 months:
- c) List your office locations, identifying which location (city/state) will be assigned this project:
- d) Describe how your firm has succeeded in communicating with health care providers and obtaining their cooperation.
- e) What are the service hours at the location assigned to this project?
- f) Describe the breadth of your health care provider network in Minnesota and its neighboring states (including the number of exam providers, specialties represented).
- g) Describe how your firm has succeeded in communicating with health care providers and obtaining their cooperation.

### Staffing and Workflow

- a) Describe the staffing model you are proposing to MSRS – list the numbers of staff, the certifications/licenses/credentials of staff (e.g., RN, MD), and their roles and responsibilities.
- b) Provide a staffing diagram that would support the services being requested as part of this RFP and as outlined in the Scope of Work. Please identify which staff would be dedicated to MSRS and which staff would be shared.
- c) What are the minimum experience and education requirements for each classification of staff proposed?
- d) What are the minimum credentialing requirements for clinical staff, both clinical employees and any clinical contractors used?
- e) What are your employee background screening procedures?
- f) Are you currently providing services similar to those outlined in the Scope of Work? Please be specific when addressing this question and individually list all components of services being provided to other public pensions.
- g) Does your firm maintain any industry-based accreditation or certifications? If so, please provide detail as to the accreditation or certification and how it would apply to the services being requested in this RFP.
- h) MSRS will develop service standards and performance guarantees, and expect to agree upon some fees at risk for meeting the performance guarantees. These performance guarantees will include surveys of applicants and benefit recipients regarding services received. Have you entered into similar arrangements? If so, please share the typical performance standards, guarantees, and percent of fees at risk under these arrangements.

### Experience

- a) Provide the number of disability applications being processed for the trailing 12 months. Of these claims, please list how many were for public employee retirement systems.
- b) Describe, in detail, your experience providing periodic reviews for the population of disability benefit recipients for public pension plans.
- c) What measures does your firm take to ensure accuracy of application recommendations (be specific as to who can make application recommendations and their required qualifications)?

### Web-based Portal

- a) MSRS expects the Contractor to act as an extension of MSRS's staff, including using a web-based portal system to document activities and recommendations. Describe your firm's experience working in partnership with a similar client.
- b) Describe your firm's experience customizing an accessible, secure, web-based system and workflow for managing applications and disability review cases.

### **Independent Medical / Functional Capacity Evaluations**

- a) Describe your capabilities to conduct the work outlined in the Scope of Work as it relates to Independent Medical Exams and Functional Capacity Evaluations.
- b) Describe your access to evaluation providers.
- c) Describe how you ensure the quality of the evaluations.
- d) Describe how you ensure that providers are licensed, credentialed and insured:
- e) How do you ensure timely scheduling of exams?
- f) Does your network include providers who can assess the cognitive functioning of an applicant with a mental illness?

### **Appeal Support**

- a) Describe your approach to supporting MSRS in the appeal process outlined in the Scope of Work.
- b) Describe how you ensure independence and fairness during the appeal process.

### **Periodic Claim Reviews**

- a) Describe your approach to supporting MSRS in the periodic review process outlined in the Scope of Work. Specifically address how you will determine the right category for the benefit recipient's circumstances, and how you will determine the best course of action for these reviews.

### **Technology**

- a) Describe how you are ensuring HIPAA compliance, particularly in communications with MSRS on case-related data.
- b) Describe your firm's insurance covering breaches of data privacy under the Minnesota Government Data Practices Act, Minn. Stat., Ch. 13.
- c) Describe how you would ensure the security of State and patient data.



# SAMPLE State of Minnesota Contract

SWIFT Contract No. \_\_\_\_\_

This Contract is between the State of Minnesota, acting through the Executive Director of the Minnesota State Retirement System, 60 Empire Drive, St. Paul, Minnesota, 55103 (“MSRS” or “State”) and \_\_\_\_\_ whose designated business address is \_\_\_\_\_ (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

## Recitals

1. State issued a solicitation identified as RFP 79 on June 10, 2024 for Disability Review Services (“Solicitation”);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

## Contract

### 1. Term of Contract

1.2 Effective date. \_\_\_\_\_, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

1.3 Expiration date. \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional \_\_\_\_\_, in increments as determined by the State, through a duly executed amendment.

### 2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall perform the duties described in Exhibit C, Specifications, Duties, and Scope of Work, which is attached and incorporated into this Contract.

### 3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law, the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

**4. Time**

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

**5. Consideration and Payment**

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

5.1.1 Compensation. The Contractor will be paid \_\_\_\_\_.

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

5.2 Payment.

5.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services.

1.1.1 Contractor will not submit invoices more frequent than on a monthly basis. Summary type invoicing must include these fields:

- Purchase Order Number
- Invoice Number
- MSRS Authorized Representative
- Dates and hours of service
- Description of specific task or deliverable
- Explanation of work performed per charge indicated on the invoice

Send invoices by E-mail to:

msrs\_ap@msrs.us (In the subject line include the Contract number and the name of MSRS' Authorized Representative.)

Or

Minnesota State Retirement System  
Accounts Payable  
60 Empire Drive, Suite 300  
St. Paul, Minnesota 55103-3000

5.2.2 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

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

**6. Authorized Representative**

MSRS's Authorized Representative is \_\_\_\_\_, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

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

**7. Exhibits**

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

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price

Signatures as required by the State of Minnesota

## Exhibit A: Contract Terms

### 1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

Invoicing. The invoice must be submitted as described in the Contract Consideration and Payment Section 5.2.2. See Section 5.2.2, for minimum invoice requirements.

### 2. Assignment, Amendments, Waiver, and Contract Complete.

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

### 3. Termination.

- 3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days’ written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.
- 3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated

funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

#### 4. Force Majeure.

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

#### 5. Indemnification.

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

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

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

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

#### 6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 7. Foreign Outsourcing of Work Prohibited.

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

#### 8. Subcontracting and Subcontract Payment.

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

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not

already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

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

8.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

#### 9. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### 10. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

#### 11. Intellectual Property Rights.

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

11.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

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

11.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor,

its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

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

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

11.4 Obligations.

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

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

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

## 12. Copyright.

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

## 13. Contractor's Documents.

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

## 14. State Audits.

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

## 15. Diverse Spend Reporting.

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

## 16. Publicity and Endorsement.

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

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

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

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

## 18. Federal Funds.

- 18.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- 18.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

## 19. Contingency Fees Prohibited.

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

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

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

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

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

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

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

## 23. Affirmative Action Requirements

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

- 23.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 23.2 General. Minn. R. 5000.3400-5000.3600 implements 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.

5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

23.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

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

23.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. 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.

23.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

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

23.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

24. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-

apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

25. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

## **Exhibit B: Insurance Requirements**

### **1. Notice to Contractor.**

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

### **2. Notice to Insurer.**

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

Insurance certificate holder should be addressed as follows:

Minnesota State Retirement System  
Attention Kris Wenner, Contract Manager  
60 Empire Drive, Suite 300  
St. Paul, Minnesota 55103-3000

Or send by email to:  
Kris.wenner@msrs.us

### **3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

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

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

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

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

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

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

\$2,000,000 - annual aggregate

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

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

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

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

**4.6 Privacy Liability Insurance (or equivalent).** The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on the State's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence  
\$2,000,000 - Annual Aggregate

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

**4.7 Property of Others Insurance (or equivalent).** The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of state-owned property in the Contractor's care, custody, and control at any given point in time.

### **Exhibit C: Specifications, Duties, and Scope of Work**

This page is “Intentionally Left Blank” for Contract Sample purposes. After the contract has been awarded to the selected contractor, the Specifications, Duties, and Scope of Work will be on this page as Exhibit C and it will become part of the actual, executed contract.

## **Exhibit D: Price**

This page is "Intentionally Left Blank" for Contract Sample purposes. After the contract has been awarded to the selected contractor, the Pricing will be on this page as Exhibit D and it will become part of the actual, executed contract.