

**Minnesota Department of Health
Office of Minority and Multicultural Health**



**Eliminating Health Disparities Initiative
Evaluation**

Request for Proposals

November 19, 2001

Table of Contents

Introduction and Background.....	1
Evaluation Contract Goals and Objectives	3
Role of MDH.....	4
Evaluation Requirements of Grantees.....	5
Eligible Responders and Selection Process	5
Procedure for Submitting Proposal.....	6
Required Contents of Proposal.....	8
Appendix A – Measurable Outcomes	15
Appendix B – Budget Form and Budget Justification.....	16
Appendix C – Forms.....	17
Affidavit of Noncollusion	17
Professional and Technical Services Contract – Sample	18
Affirmative Action Data Page.....	25

REQUEST FOR PROPOSALS
Evaluation of the Eliminating Health Disparities Initiative
Minnesota Department of Health

Introduction

The Minnesota Department of Health (MDH) announces the availability of evaluation funds to be used in support of the first grant cycle of the Eliminating Health Disparities Initiative (EHDI). The purpose of this RFP is to outline the initiative, the context for evaluation, and the specific scope and aims of the evaluation services needed. Instructions for submitting a proposal are also included, along with other information that is pertinent for service providers working under contract with the MDH.

Background¹

The EHDI was created by the 2001 Minnesota Legislature (MS145.928) with two overall goals:

- 1 By 2010, decreasing by 50% the disparities in infant mortality rates and adult and child immunization rates for American Indians and populations of color in Minnesota, as compared with the rates for whites; and
- 2 Closing the gap in health disparities of American Indians and populations of color as compared with whites in the following health areas:
 - Breast and cervical cancer screening
 - HIV/AIDS and sexually transmitted infections
 - Cardiovascular disease
 - Diabetes
 - Accidental injuries and violence
 - Teen pregnancy prevention

These goals are consistent with the national public health goals stated in *Healthy People 2010*, and Minnesota goals stated in *Healthy Minnesotans: Public Health Improvement Goals for 2004*. Both the national and Minnesota documents emphasize the elimination or reduction of disparities in these areas. For the first cycle of the EHDI, MDH has allocated \$920,000 for 13-month long community planning grants of \$25,000-\$75,000; MDH anticipates awarding 15 to 45 planning grants. MDH has also allocated \$8,650,000 for 22-month long community implementation grants of \$135,000-\$450,000; MDH anticipates awarding 20-60 implementation grants. The start date for community grants is March 1, 2002.

¹ For more information on the EHDI, go to www.health.state.mn.us/facts/disparities.pdf

Evaluation Context

The MDH believes the EHDI is an important initiative and is committed to supporting it with a long-term commitment to evaluation. Evaluation purposes may evolve over the years as the collective wisdom about the causes of health disparities grows and the best practice strategies needed to address those disparities become more evident.

The overall goal of this evaluation contract is to build the capacity of grantees to design programs and strategies that can be meaningfully evaluated within the context of desired outcomes mandated by the state legislature and further refined by the MDH and community members. A secondary goal is for the MDH to learn from the initiative what has been put into place during this first cycle, what has worked well, and what has not worked well.

It's important that the contracted evaluator understand that this work will not take place in a vacuum, but in a context where several evaluation, reporting, and assessment activities are co-occurring and collaboration between persons both internal and external to the MDH is essential.

- First, all grantees (both planning and implementation grantees) will be required to report on their activities according to a uniform reporting format. This reporting format will be developed by MDH in consultation with the evaluation contractor and a subset of representative grantees in early 2002.
- Second, implementation grantees will be expected to work with the contracted evaluator to develop a simple logic model that describes their theory of action and identifies intermediate and long-term outcomes. Implementation grantees will also be expected to work with the contracted evaluator to implement one small-scale evaluation project of their own. This “learn by doing” approach to evaluation serves several purposes. It will hopefully build grantees’ evaluation capacity (which is of intrinsic value for their future organizational welfare); strengthen their interventions for the sake of current and future grant cycles; and document the short-term outcomes of their work. These short-term outcomes are expected to vary by project and by health disparity area, although there may be some overlaps.²
- Third, the MDH was mandated by the EHDI legislation to work in consultation with a community advisory committee to identify measurable outcomes for the eight health disparity areas (see Appendix A for a sample list of outcomes). MDH has also been charged, by the EHDI legislation, to conduct assessment of the outcomes that can be measured at the state-level through the Behavioral Risk Factor Surveillance System and other surveillance tools. All grantees are expected to engage in work activities that would theoretically address, or lead to those state-level outcomes. This mandate, therefore, has implications for the grantees, and the contracted evaluator, in the development of logic models and small-scale evaluation projects.

² For example, increased physical activity may be an outcome for cardiovascular disease and diabetes.

- Fourth, the contracted evaluator will stay in communication with other individuals or organizations involved with the EHDI and its evaluation.

Evaluation Contract Goals and Objectives

The primary responsibility of the contracted evaluator is to complete a formative evaluation of the grant programs funded under the EHDI during this first cycle. In order to complete this task, the evaluator will be asked to assume responsibilities under two broad areas: routine reporting for accountability and capacity-building. Both of these activities are considered necessary for formative evaluation.

- In the area of accountability, the contracted evaluator will be expected to provide consultation to the MDH evaluation staff on the development and use of the uniform reporting system, which will be designed to capture descriptive information (process data) about grantees and their activities.
- In the area of capacity building, the contracted evaluator will be asked to provide training, consultation, and technical assistance to recipients of implementation grants, so they may conduct their own, small-scale evaluations.

It's anticipated that the contracted evaluator will use information collected from the uniform reporting system, from their consulting work with grantees, and from the grantees' evaluation efforts to summarize progress of the entire initiative at the end of the first grant cycle. About 15%-20% of the contractor's overall effort is estimated for accountability responsibilities, with the remaining 80%-85% for capacity building and synthesis of findings (see next section on the Role of the Minnesota Department of Health in Evaluation).

Applicants are asked to submit a proposal that would outline how they would assume those two areas of responsibility and meet the following objectives:

EHDI Evaluation Objectives

1. Describe the cohort of all grant recipients (planning and implementation) in terms of key background characteristics.
2. Catalogue the common goals, interventions / strategies, and intended short-term outcomes of all implementation grantees, by health disparity area and by racial / ethnic group.
3. Assess the extent to which implementation grantees' intended short-term outcomes address measurable outcomes being identified and assessed at the state level by MDH.

4. Report on the types of training (consultation, and technical assistance) in evaluation offered to implementation grantees, and the extent to which grantees actually received or participated in that training.
5. Describe the small-scale evaluations undertaken by implementation grantees.
6. Summarize the extent to which all grantees implemented their proposed projects and met minimum standards of reporting.
7. Summarize the short-term outcomes achieved (as well as those not achieved), any unintended outcomes, and any “lessons learned” by implementation grantees.
8. Provide recommendations to MDH on the funding, types of support needed, and the most promising strategies to fund for future cycles of the EHDI.

The following deliverables will be required:

- Interim report that addresses the first three objectives listed above.
- A second interim report that addresses the fourth and fifth objectives listed above.
- A final report that addresses the sixth, seventh, and eighth objectives listed above.

The Role of Minnesota Department of Health in Evaluation

The evaluation contractor will report to the Director of the Office of Minority and Multicultural Health (OMMH), Gloria Lewis. In addition to the Director of OMMH, the evaluation contractor will work in coordination with several other individuals and groups, such as an MDH evaluation staff member in the Minnesota Center for Health Statistics who has been assigned to this project. Other MDH staff from the Minnesota Center for Health Statistics, grant managers from the Office of Minority and Multicultural Health, and content specialists working in the eight health disparity areas will also be involved with this initiative

The primary role of the MDH evaluation coordinator is to coordinate all of the various evaluation activities occurring around the EHDI. This individual will assume primary responsibility for designing the uniform reporting system, developing the database, collecting information from grantees, and reporting these data. This individual will also assume primary responsibility for working with grant managers in the Office of Minority and Multicultural Health to use the data collected from this system for routine monitoring and accountability. The MDH evaluation coordinator will also have the responsibility of coordinating training sessions on various topics and working with the contracted evaluator to train grantees in submitting data for the uniform reporting system. Finally, the coordinator will be responsible for administering a satisfaction survey to the grantees regarding the evaluators’ performance. The results of the survey will be shared with the grantees and the evaluators.

Evaluation Requirements of Grantees

As stated in the community grantees' RFP, all grantees (planning and implementation) are required to comply with the expectations built into the uniform reporting system. This means submitting requested information (e.g., quantitative process data along with a written narrative and financial reports) at least twice a year.

All implementation grantees will participate in two statewide training sessions a year, as well as individual capacity building consultations with the contracted evaluator. All implementation grantees are required to commit between 25% and 50% time (FTE) to evaluation-related activities.

Funds Available for Evaluation

The evaluation contract is for approximately 24 months. The desired start-date coincides with the award of community grants which are scheduled to start on or about March 1, 2002, with an end-date of December 31, 2003. The maximum amount available for the contract is \$200,000 per year (\$400,000 total for the 24-month contract), with an opportunity to negotiate and renew the contract for future grant cycles, based on continued legislative funding of the EHDI.

Eligible Responders and Selection Process

Responders may include:

- Non-profit organizations
- Universities, colleges, or research institutions
- Professional consulting firms or individuals
- Other qualified parties

The evaluation contract will be awarded based upon a careful review of responders' qualifications (personnel and organizational), previous experience, and the quality of their responses. Reviewers will include a mix of MDH personnel and external reviewers.

Applicants must possess requisite competencies in evaluation practice and, most important, in the teaching of evaluation through mentorship or consultative approaches. Applicants must also demonstrate the organizational and fiscal capacity needed to complete the scope of work described in this RFP. Of special interest is demonstrated expertise and experience in working with grantees such as those likely to be funded through the initiative, i.e.: culturally-based organizations serving populations of color, social service non-profit groups and coalitions, tribal governments, community health boards, and community clinics. Prior experience with public health agencies and the evaluation of health promotion, disease prevention projects is also desirable. Strong proposals are those that reflect understanding of the nature of the initiative, the

type of evaluation services needed, and can outline an organized and feasible approach to achieving the stated objectives.

A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

Proposal Quality (including Budget Proposal).....	30%
Previous Experience.. ..	30%
Qualifications of Personnel	25%
Organizational Capacities	15%

This Request for Proposals does not obligate MDH to award a contract or complete the project, and the MDH reserves the right to cancel the solicitation if it is considered to be in its best interest.

Questions and Comments

Applicants who have any questions regarding this Request For Proposal may contact:

Kim Edelman
Center for Health Statistics
Bureau of Family and Community Health
PO Box 64975
St. Paul, MN 55164-0975

Email: kim.edelman@health.state.mn.us
Telephone: 651-297-5811
Fax: 651-296-9362

Other personnel are not authorized to discuss this request for proposal with responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Procedure for Submitting Proposals

You must prepare your response in a font equal to or larger than 10 point. One signed unbound original and 6 copies of the proposal must be submitted. For purposes of completing the cost proposal, the state does not make regular payments based upon the passage of time, it only pays for services performed or work delivered after it is accomplished.

All proposals must be received no later than December 21, 2001, 2:30 p.m. (central standard time), as indicated by notation made by the receptionist on the 4th floor of Metro Square Building. Late, faxed, or e-mail delivered proposals will not be considered.

Proposals are to be sealed in mailing envelopes or packages with your name and address clearly written on the outside. At least one copy of the proposal must be signed in ink by an authorized member of the firm. Prices and terms of the proposal as stated must be valid for the length of any resulting contract.

All costs incurred in responding to this RFP will be borne by the responder.

It is anticipated that the evaluation and selection will be completed by January 22, 2002. You will be notified by letter whether or not your proposal has been accepted; this decision is final.

All proposals must be sent to:

Delivery Address

Minnesota Department of Health
Attention: Kim Edelman
Center for Health Statistics
121 East Seventh Place, 4th Floor, Suite 400
St. Paul, MN 55101

Mailing Address

Minnesota Department of Health, Center for Health Statistics
Attn: Kim Edelman
Bureau of Family and Community Health
PO Box 64975
St. Paul, MN 55164-0975

To meet the deadline, your proposal must:

- be hand delivered or received by mail to the addresses above before 2:30 p.m. CST December 21, 2001 as noted by the receptionist.

Required Contents of the Proposal

1. Budget and Budget Justification

Complete the form in Appendix B and attach a budget justification.

2. Proposed Evaluation Plan

Please format your written plan according to the following outline. Do not exceed 10 pages total.

a. Abstract

Describe your understanding of the EHDI and the overall approach you would take to assume the responsibilities and meet the objectives outlined in this RFP.

b. Evaluation Design

- 1) Outline the audiences, purpose, goals and objectives of this evaluation.
- 2) Outline the basic evaluation questions to be answered.
- 3) Describe how you would fulfill the responsibilities related to uniform reporting and accountability.
- 4) Describe how you would fulfill the responsibilities related to training and capacity building.
- 5) Describe your process of using information collected to complete the formative evaluation and offer recommendations to the MDH.

c. Evaluation Implementation

- 1) Describe your staffing plan.
- 2) Submit a timeline of proposed activities.
- 3) Describe your methods of communication and reporting.

d. Challenges and Limitations

Discuss any key elements or questions that would need to be addressed for this evaluation to be successful.

3. Qualifications, Organizational Capacities, and Previous Experience

Please respond to the following, in order. Do not to exceed 10 pages, total.

- a. Briefly describe the organization sponsoring this application in terms of its history, mission, structure, size, location, and current portfolio of work.

- b. Briefly describe the professional training and work history of the principal people involved with this evaluation. Clarify the racial and ethnic diversity of the team members, and how these qualities may be relevant to the evaluation.
- c. Describe this team's strengths and limitations with respect to: logic modeling; practical evaluation tools for non professionals; formative evaluation using qualitative and quantitative data; uniform reporting systems; data management; familiarity with measurement issues and statewide assessment surveillance tools; and teaching evaluation using a mentorship or consultative approach.
- d. Please list, and briefly describe, any previous evaluations you've conducted that are similar or relevant to this one in terms of size, scope, purpose, or approach.
- e. Describe your expertise and experience in working with community-based organizations, populations of color, coalitions or partnerships, community health boards, community clinics, and other similar groups.
- f. Describe your expertise and experience in conducting evaluations of health promotion / disease prevention initiatives for public health agencies. Highlight any special expertise you may have with the eight health disparity areas identified for the EHDI.
- g. Describe your expertise and experience in working in collaboration with client organizations' staff and contractors on multi-faceted, multi-year initiatives.

4. General Requirements and Notifications (required forms are found in Appendix C)

a. Affidavit of Non collusion

Complete the attached Affidavit of Non collusion and include it with your submission.

b. Conflicts of Interest

List all of the entities with which you have a relationships that create, or might appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

c. Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If you submit information in response to this RFP that you believe

represents trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, you must:

- Clearly mark all trade secret materials in its response at the time you submit the response,
- Include a statement justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials you believe to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in your favor, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, you agree that this indemnification survives as long as the trade secret materials are in possession of the State.

Please note: the State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the State decides to pursue a contract and that contract is awarded.

d. Contingency Fees Prohibited

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

e. Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is included in Appendix C. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

f. Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel.

Minnesota will be considered the home state for determining whether travel is out of state.

g. Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division 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 organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

h. State Employees

In compliance with Minn. Stat. § 16C.07, the availability of this work is being offered to state employees. The State will evaluate the responses of any state employee, along with other responses to this Request for Proposals.

i. Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

j. Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses or individuals and certified Economically Disadvantaged Businesses or individuals submitting proposals as prime contractors will receive up to six percent preference in the evaluation of their proposals. For information regarding certification, contact the Department of Administration, Materials Management Helpline at 651.296.2600, TTY 651.282.5799.

k. Human Rights Requirements

For all contracts estimated to be in excess of \$100,000, responders are required to complete the Affirmative Action Data page (see Appendix C) and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363.073 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363.073 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency."

l. Insurance Requirements

The State will require that a certificate of insurance for each type of insurance required will be filed with the State's authorized agent within 30 days of execution of the Contract and prior to commencement of any work under this Contract. Each policy must contain a 10 day notice of cancellation, nonrenewal, or material change to all named and additional insured.

The contractor will be required to maintain and furnish satisfactory evidence of the following insurance policies:

1. Loss by any means, of all data furnished to the contractor by the state, and for partially completed data for which state has made payment.
2. Workers' Compensation Insurance. The contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, the contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota,

including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

3. Commercial General Liability. The contractor will be 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 under the contract. Insurance minimum amounts will be as follows:

- \$1,000,000.00 - per occurrence
- \$2,000,000.00 - annual aggregate

In addition, the following coverage should be included:

- Bodily Injury and Property Damage
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Name the state as an Additional Insured

4. Commercial Automobile Liability. The contractor will be required to maintain insurance protecting the contractor 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 such operations were by the contractor or by subcontractor or by anyone directly or indirectly employed under the contract. Insurance minimum amounts will be as follows:

- \$1,000,000.00 per occurrence
- Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverage should be included:

- Owned, Hired, and Non-owned
- Name the state as an Additional Insured

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

The contractor will be required to carry the following minimum amounts:

- \$1,000,000.00 - per claim

- \$2,000,000.00 - annual aggregate

The contractor will be required to submit a certified financial statement which provides evidence that the contractor has adequate assets to cover any deductible which applies to this policy.

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 the contractor's professional services required under the contract.

CONTRACTOR will be required to:

- Include legal defense fees in addition to its liability policy limits, with the exception of B.5. above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A^{VIII} or better.

The state will reserve the right to immediately terminate the 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 state's authorized agent upon written request.

The successful responder will be required to submit acceptable evidence of insurance coverage requirements prior to execution of the contract.

Appendix A - Sample List of Measurable Outcomes

STD & HIV/AIDS Desired Measurable Outcomes	Operational Measures
Reduce disparity in community of color vs. white rate ratios for gonorrhea, chlamydia, syphilis, and HIV infections	Difference between incidence and prevalence rates for specific STDs and HIV by race/ethnicity
Increase condom use	-Percentage of population that knows condoms can prevent STD/HIV -Percentage using condom last sex
Decrease number of sexual partners	-Knowledge of greater number of partners increases risk for STDs and HIV -Number of sexual partners within the last year
Decreased number of new sexual partners	-Knowledge that more new partners increases risk for STDs and HIV -Number of new sexual partners within the last year

Breast Cancer Desired Measurable Outcomes	Operational Measures
Increase annual breast cancer screening rates among all women age 40+	- Percentage of population who had CBE within the past 12 months - Percentage of population who had mammograms within the past 12 months
Increase proportion of women age 40+ who know breast cancer screening guidelines	- Knowledge that women should get annual CBE and mammograms starting at age 40
Decrease breast cancer mortality rate among African American women	- CBE and mammogram within the past 12 months - shorter interval between diagnosis and initial treatment - finding cancer at earlier stages (stage shift) - mortality rate

Appendix B - Budget Form and Budget Justification

Minnesota Department of Health

**Budget and Explanation
for Evaluation of the Eliminating Health Disparities Initiative**

Applicant Agency: _____

Contact Person for Budget: _____

Contact's Phone: _____ Fax : _____

E-mail: _____

Proposed budget for period starting on or about March 1, 2002 and ending December 31, 2003.

Budget Item	Amount
1. Salaries Include the following information where available: Name, title and rate per X number of hours	\$
2. Contractual Services	\$
3. Travel	\$
4. Supplies/Materials/Training	\$
5. Other	\$

Please attach a detailed explanation of the budget to this budget form.

Date: _____

Signature: _____

Appendix C - Forms

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION**

AFFIDAVIT OF NONCOLLUSION

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

1. That I am an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation) or a partner in the company (if the Responder is a partnership);
2. That the attached response covering the Contract for **Pharmaceuticals** has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other supplier of materials, supplies, equipment or services described in the RFP, designed to limit fair or open competition;
3. That the contents of the request for proposals 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 such persons prior to the official opening of the responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Authorized Signature: _____

Date: _____

Company/Partnership Name: _____

Subscribed and sworn to me this ____ day of

Notary Public _____

My commission expires _____

The following is a sample of the State of Minnesota’s standard professional and technical services contract. Its terms and conditions are required by state statute.

SAMPLE

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

This contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 _____ the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

1.1 **Effective date:** _____, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 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.

1.2 **Expiration date:** _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16 Data Disclosure.

2 Contractor’s Duties

The Contractor, who is not a state employee, will:

3 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.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Contractor under this contract as follows:

(A) **Compensation.** The Contractor will be paid

(B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed \$ _____ ; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater

amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed \$ _____.

4.2. **Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

(B) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

(C) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. 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 Representatives**

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, 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 **Assignment, Amendments, Waiver, and Contract Complete**

7.1 **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 same parties who executed and approved this contract, or their successors in office.

- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **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.
- 7.4 **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.

8 **Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

9 **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 and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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 referred to in this clause 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 the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. **Intellectual Property Rights.**

(A) **Intellectual Property Rights.** 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*. 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." 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.

The Documents will 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.

(B) Obligations

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 Authorized Representative with complete information and/or disclosure thereon.

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. Notwithstanding Clause 8, 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.

11 Workers’ Compensation

The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. The Contractor’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State’s obligation or responsibility.

12 Publicity and Endorsement

12.1 *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, 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.

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

13 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.

14 Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state 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.

15 Payment to Subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Minn. Stat. § 181.59 The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

17.1 **Termination by the State.** 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, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 **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 covered here. Termination must be by written or fax 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 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 within a reasonable time of the State's receiving that notice.

[DELETE THIS SECTION IF YOUR TOTAL CONTRACT VALUE IS UNDER \$100,000]

18 **Affirmative Action Requirements for Contracts in Excess of \$100,000 and Discrimination the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

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

18.1 **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 principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363.073 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

18.2 **Minn. Stat. § 363.073.** Minn. Stat. § 363.073 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 **Minn. R. Parts 5000.3400-5000.3600.**

(A) **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363.073. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R.

Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- (B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
- (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.
 - (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.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (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 of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (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 Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *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.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

[Signatures as required by the state.]

STATE OF MINNESOTA - AFFIRMATIVE ACTION DATA PAGE

If your response to the RFP is in excess of \$100,000, please complete the information requested:

BOX A:

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

YES _____ NO _____

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

2. Please check one of the following statements:

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

_____ **NO**, we **do not have** a Certificate of Compliance; however, **we submitted an Affirmative Action plan** to the Commissioner of Human Rights for approval on _____, 19_____. The plan must be approved by the Commissioner of Human Rights before any contract or agreement can be executed.

_____ **NO**, we **have not submitted** a plan. If your plan is not submitted by the time the responses are due, your response will be rejected.

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

BOX B:

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

YES _____ NO _____

If your answer is “NO,” proceed to BOX C. If your answer is “YES,” **the state cannot execute a contract with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements.** It is the sole responsibility of the contractor to comply with the Human Rights Act, certifying that you are in compliance with federal Affirmative Action requirements.

2. Please check one of the following statements:

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

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

(see next page)

AFFIRMATIVE ACTION DATA PAGE – Continued

BOX C:

1. If your answers to BOX A (Question 1) and Box B (Question 1) were "NO," you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:
- NO**, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and we have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our primary place of business is located.
 - We are a business with our primary place of business outside of the United States that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at <http://www.eeoc.gov/>.

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

NAME OF FIRM:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

NOTICE TO CONTRACTOR AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

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

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

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

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

State agencies are under no obligation to delay the execution of a contract until a contractor has completed the Human Rights certification process. It is the sole responsibility of the contractor to apply for and obtain a Human Rights certificate prior to execution, as applicable.