



MINNESOTA DEPARTMENT OF HEALTH

## **Request for Proposals for Cessation Services**

### **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 [www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

# Minnesota Department of Health

## Project Overview

The Minnesota Department of Health (“MDH” or “the State”) requests proposals for a contractor to create, implement, and evaluate statewide tobacco cessation services designed to provide free cessation support to Minnesotans who need help quitting their use of commercial tobacco. Providing free and easy access to tobacco cessation services and support to Minnesotans in need, and closing the disparity gaps for the populations that are most harmed by commercial tobacco, are high priorities for MDH and are an integral component of its mission to protect, maintain, and improve the health of all Minnesotans.

All references to tobacco in this RFP refer to commercial, retail tobacco products (including cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and electronic nicotine delivery systems like e-cigarettes), and not traditional tobacco that is used for spiritual or ceremonial purposes.

Governor Walz recently signed the Omnibus Health and Human Services bill into law, which includes funding for MDH’s statewide tobacco cessation services – Laws of Minnesota 2019, chapter 9, article 11, section 22.<sup>a</sup> MDH’s cessation services will replace QUITPLAN<sup>®</sup> Services, the statewide cessation services that are currently funded and administered by ClearWay Minnesota<sup>SM</sup>, an independent nonprofit organization funded with three percent of Minnesota’s tobacco settlement. QUITPLAN<sup>®</sup> Services will stop accepting new enrollees on March 31, 2020 and the new statewide service will begin enrolling participants April 1, 2020. Participants enrolled in QUITPLAN<sup>®</sup> Services by March 31, 2020 will continue to receive QUITPLAN<sup>®</sup> Services through June 30, 2020. The currently branded QUITPLAN<sup>®</sup> Services, as well as the current quitline number 1-888-354-PLAN (7526) and website quitplan.com, will cease to be used after March 31, 2020 and will be replaced by the new MDH cessation services program. MDH plans to utilize the national quitline number 1-800-QUIT-NOW (784-8669) and will offer a new online registration platform for the future constellation of cessation services to be offered statewide in Minnesota.

MDH anticipates offering a level of cessation services similar to those currently provided through QUITPLAN<sup>®</sup> Services.

---

<sup>a</sup> Sec. 22.

[144.397] STATEWIDE TOBACCO CESSATION SERVICES.

(a) The commissioner of health shall administer, or contract for the administration of, statewide tobacco cessation services to assist Minnesotans who are seeking advice or services to help them quit using tobacco products. The commissioner shall establish statewide public awareness activities to inform the public of the availability of the services and encourage the public to utilize the services because of the dangers and harm of tobacco use and dependence.

(b) Services to be provided may include but are not limited to:

- (1) telephone-based coaching and counseling;
- (2) referrals;
- (3) written materials mailed upon request;
- (4) web-based texting or e-mail services; and
- (5) free Food and Drug Administration-approved tobacco cessation medications.

(c) Services provided must be consistent with evidence-based best practices in tobacco cessation services. Services provided must be coordinated with health plan company tobacco prevention and cessation services that may be available to individuals depending on their health coverage.

Utilization totals for Fiscal Year 2018 QUITPLAN<sup>®</sup> Services include:

- 16,022 calls to QUITPLAN<sup>®</sup> Services and 308,821 visits to the quitplan.com website
- 15,561 commercial tobacco users enrolled in QUITPLAN<sup>®</sup> Services
  - 1,459 commercial tobacco users enrolled in the QUITPLAN<sup>®</sup> Helpline's multi-call counseling program
  - 1,253 commercial tobacco users received nicotine replacement therapy (NRT) (patches, lozenges, and/or gum) as part of their Helpline enrollment
  - 13,421 commercial tobacco users enrolled in one or more of the Individual QUITPLAN<sup>®</sup> Services (NRT starter kit, quit guide, email, and/or text messaging)
    - 11,026 commercial tobacco users received an NRT starter kit
    - 6,396 commercial tobacco users received a quit guide
    - 3,820 commercial tobacco users signed up for email messages
    - 3,141 commercial tobacco users signed up for text messages
- Additionally, 681 commercial tobacco users either called QUITPLAN<sup>®</sup> Services with questions but chose not to enroll, or were transferred to their health plan's quitline

MDH is seeking applicants with current operations and experience in administering quitlines, including creating, implementing, and maintaining an interactive telephonic coaching service, web-based registration methods, and additional supplementary services in support of cessation efforts. The applicant must be able to transition cessation services without a break in service, with the ability to be fully operational to accept and serve clients seamlessly as of April 1, 2020.

## 1. Background

Commercial tobacco use is the number one cause of preventable death and disease, killing over 6,300 Minnesotans each year and costing the state more than \$3 billion in excess health care costs. Public health efforts have driven down smoking rates, but 574,000 adults in Minnesota still smoke and need help quitting.

According to 2017 data from the Behavior Risk Factor Surveillance System (BRFSS 2017), which is operated by MDH's Center for Health Statistics and supported by the Centers for Disease Control and Prevention (CDC), the age-adjusted adult smoking rate in Minnesota is 14.8%. That represents a 24% decrease since 2011. However, not all Minnesotans have realized the same decline and some populations continue to be disproportionately impacted. Commercial Tobacco Use Data by Population (PDF) at [www.health.mn.gov/cessationservices](http://www.health.mn.gov/cessationservices) contains a summary of current adult smoking rates in Minnesota, overall and broken down by specific populations, that are a priority focus for MDH. Populations disproportionately impacted include but are not limited to African American and American Indian communities, Minnesotans experiencing behavioral health issues, and other populations based on education, income, and geography.

Electronic nicotine delivery system (also known as e-cigarettes) use among Minnesota adults and youth is substantial. It adds to the harms of nicotine addiction and increases the need for access to cessation services. 3.5% of adults and 10.8% of young adults (aged 18-24) use e-cigarettes (currently some days or every day) (BRFSS 2017). According to 2017 data from the Minnesota Youth Tobacco Survey (MYTS 2017), 19.2% of 9<sup>th</sup> through 12<sup>th</sup> graders use e-cigarettes (past 30 days). E-cigarette Data (PDF) on [www.health.mn.gov/cessationservices](http://www.health.mn.gov/cessationservices) additional e-cigarette use data.

## 2. Goal

MDH's agency mission is to protect, maintain, and improve the health of all Minnesotans. MDH therefore works, as directed by the applicable statutes, to reduce the harms of commercial tobacco by reducing youth access to commercial tobacco, eliminating secondhand smoke exposure, increasing access to cessation resources, and addressing tobacco-related disparities. Evidence-based cessation services are a core component of a comprehensive tobacco control program. MDH is dedicated to offering a statewide quitline and an array of cessation services that are accessible to all commercial tobacco users.

MDH seeks to engage as many Minnesota commercial tobacco users in the quitting process as possible, with the ultimate goals of: 1) increasing the current 2% quitline reach of Minnesota adult commercial tobacco users; 2) increasing quit attempts population-wide, and most importantly within priority populations listed in Commercial Tobacco Use Data by Population (PDF) at [www.health.mn.gov/cessationservices](http://www.health.mn.gov/cessationservices) to address disparities; 3) fostering successful quitting; 4) driving down adult commercial tobacco use prevalence in the state; and 5) offering youth and young adults newly addicted to nicotine clinically appropriate services and support.

Priorities for MDH include:

- Using the limited funding resources available in a cost-effective and efficient manner to maximize impact. Impact is defined as reach times effectiveness;
- Increasing utilization, engagement, and reach of Minnesotans most impacted by commercial tobacco use to address disparities, including the priority populations identified by MDH;
- Providing a minimal level of services to all commercial tobacco users in Minnesota, while reserving more intensive levels of services for those who do not have access to other cessation services because they are uninsured or underinsured (meaning, they do not have services covered by their health insurance plan);
- Minimizing barriers to participation, with a focus on the priority populations identified by MDH. Minimizing barriers includes, but is not limited to: minimizing the amount of time and information required to register for services, and allowing commercial tobacco users to engage with services they are seeking without requirements to use other services;
- Providing services to commercial tobacco users who are not yet ready to make a quit attempt within 30 days;
- Being responsive to participants by providing a range of services that callers want and are ready to use, and re-engaging participants who have previously registered for any level of service throughout their quitting journey;
- Continuously refining and improving program offerings in order to provide the highest quality services possible; and
- Ensuring a seamless and efficient user experience.

To that end, MDH envisions starting with the model of cessation services launched by ClearWay Minnesota<sup>SM</sup>, under a new brand. The new brand will enable commercial tobacco users to use either online or telephonic registration and select services based on their eligibility. These services will be a starting point for MDH's cessation services program. MDH envisions that this program will evolve over time based on new evidence, technologies, products, and the needs of Minnesotans who use commercial tobacco. MDH will also strive to better meet the needs of populations most disparately impacted to close current disparity gaps. MDH is open to, and encourages, the submission of new approaches that will expand reach beyond 2% of the individuals who use commercial tobacco in Minnesota.

### 3. Sample Tasks

The selected Contractor shall provide all services and staff, or seek appropriate subcontractors, in order to complete the tasks outlined below.

The Sample Tasks sections below are described in detail as preferred services and service delivery standards; responders will be scored based upon the ability to fulfill the tasks as outlined. Mandatory Requirements, considered on a pass/fail basis, are outlined on page 20 of this RFP. Final cessation service offerings and delivery of services including, but not limited to, types of cessation services, service delivery methods, and service costs will be determined during contract negotiations.

Due to the nature of changing technologies and the evolving needs of commercial tobacco users in Minnesota, it is anticipated that the selected Contractor will work with MDH to further develop and refine these tasks throughout the contract term.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of this project.

#### **A. General Tasks**

1. The selected Contractor must maintain membership in the North American Quitline Consortium (NAQC) and leverage its membership to stay abreast of best practices for implementation of cessation services.
2. The selected Contractor must work with ClearWay Minnesota<sup>SM</sup> to transition services from QUITPLAN<sup>®</sup> Services to MDH.
3. The selected Contractor must coordinate with the Marketing Services Contractor (who is yet to be determined) as MDH's cessation services are branded and promoted.
4. The selected Contractor must present data annually, at minimum, to the cessation services Advisory Committee. The Advisory Committee will be created and managed by MDH as the external stakeholder group that will provide guidance and input for cessation services.

#### **B. Online Registration Platform and Database**

The selected Contractor will be required to provide an online registration platform. The online registration platform will be used by commercial tobacco users interested in enrolling in cessation services as described below. The selected Contractor will work collaboratively with MDH to ensure that visitors to the online registration platform will:

- Be able to select and register for all types and combinations of cessation services using a user-friendly interface.
  - Experience a parallel online and phone registration process for all cessation services for which they are eligible.
  - Have a seamless and intuitive user experience.
1. The selected Contractor will be responsible for providing and maintaining the online registration platform for all cessation services. The online registration platform must be Health Insurance Portability and Accountability Act (HIPAA)-compliant.
  2. The selected Contractor must ensure that with respect to the online registration platform, all intake questions and the enrollment process are identical to the telephone-based services intake process. This will assure a streamlined enrollment for all participants.

3. The selected Contractor must provide an online registration platform that uses responsive design (i.e., recognizes the device being used and tailoring the display accordingly).
4. The selected Contractor must work with MDH on all technological functionality to integrate the online registration platform into MDH's website.
5. The selected Contractor must provide real-time technical assistance to users needing help with the registration process during operating hours.
6. The selected Contractor must collaborate with the Marketing Services Contractor (to be determined) and MDH to ensure all consumer-facing webpages and forms are branded and formatted in accordance with the brand guidelines.

The database(s) maintained by the Contractor shall include all data elements collected for all participants. Final decisions about required data elements for registration will be made in partnership with MDH during the development phase of the project, after the contract has been fully executed with the selected Contractor.

1. The selected Contractor will be responsible for housing and maintaining the database(s). All registration and utilization data for all cessation services will reside with the Contractor.
2. The selected Contractor is responsible for maintaining confidentiality and privacy for all registered participants, as well as any participant that provides protected information, but ultimately does not enroll in cessation services.
  - a. Contractor must ensure compliance with the federal HIPAA and Health Information Technology for Economic and Clinical Health Act (HITECH) laws and regulations and with the Minnesota Health Records Act.

### **C. Telephone-based Services**

Telephone-based services, as described below, must be offered to all Minnesota residents and should be responsive to all types of commercial tobacco users (e.g., smokers, smokeless tobacco users, ENDS users, those who are not ready to quit, those who have already quit, those who are planning to quit, and those who have relapsed).

The selected Contractor must hire and train intake staff and cessation coaches appropriately and in accordance with current best practices, including NAQC recommendations and guidance from the CDC.

1. Intake
  - a. Intake staff should, at minimum, be available 7 days per week between 7:00 a.m. and 11:00 p.m. Central Time to answer 90% of incoming calls immediately for both English- and Spanish-speaking callers, without sending the call to voicemail. If any calls are not answered live by intake staff and resulting in the caller leaving a voicemail, the call must be returned within 24 hours of the voicemail message being left.
    - i. For callers who speak a language other than English or Spanish, intake staff must be able to get an interpreter on the line to translate at the time of the initial call.
  - b. Intake staff must answer calls made to 1-800-QUIT-NOW and register willing and interested first-time callers by collecting necessary personal contact and health information.
    - i. The national Spanish numbers, 1-855-DEJELLO-YA (335-3569) and 1-877-2NO-FUME, as well as the text telephone (TTY) number, 1-877-777-6534, must also connect Minnesota callers to cessation services.
  - c. Intake staff must welcome callers, collect sufficient information to determine eligibility for services, describe all services for which each caller is eligible, assess interest in specific services, and collect sufficient information to register the caller for services, including:

- i. The selected Contractor must satisfy NAQC’s Minimal Data Set (MDS) and CDC’s National Quitline Data Warehouse (NQDW) intake standards.
  - ii. The selected Contractor must collect relevant information about each caller’s medical history and health insurance, if any.
  - iii. The selected Contractor must, if asked by MDH, change question wording, question order, and the selection of questions. Changes will be done in collaboration with MDH to maintain a positive, clinically relevant participant experience.
- d. Proactively call individuals referred to telephone coaching via the Minnesota Quitline Network (which is described within the Referral section of the Sample Tasks).
- e. If coaching is provided by staff other than intake staff, it must be provided immediately if a coach is available and the participant agrees. If a coach is not available, a coach must make an attempt to reach the commercial tobacco user within 24 hours of intake or at another time selected by the participant.
- f. For insured callers, the selected Contractor must either “warm transfer” (meaning, transfer callers while remaining on the line and providing brief information to the other party prior to completing the connection) callers to their health plan’s telephone-based cessation services, or provide callers with information about additional services they may be eligible for through their health plan, and how to access them.
- g. For all callers, the selected Contractor must ship additional informational materials, such as a one-page promotional document, as determined by MDH.

MDH and the major health plans in Minnesota have a long-standing partnership by which Minnesotans with public or private health insurance have access to cessation services under their health plan. Minnesotans who are uninsured or underinsured (meaning, insured individuals who do not have access to cessation coaching nor nicotine replacement therapies, or both) will be served by the selected Contractor, and offered intensive telephone-based coaching and nicotine replacement therapy (NRT) (not including NRT starter kits) as described below.

1. Coaching Training and Expertise
  - a. Coaches must receive training accredited by the Council for Tobacco Treatment Training Programs (CTTTP), or the equivalent level of initial training, and be provided on-going training.
  - b. Coaches must have sufficient training, and be monitored to confirm, that they are able to provide culturally and linguistically appropriate services for each commercial tobacco user.
  - c. Intake staff and coaches must have sufficient monitoring and quality assurance oversight to ensure they adhere to agreed-upon protocols.
2. Intensive Telephone-based Coaching
  - a. For uninsured and underinsured commercial tobacco users ready to make a quit attempt:
    - i. Provide up to five cessation telephone coaching calls with a cessation coach, allowing up to two enrollments every 12 months, at no charge to the callers.
    - ii. Proactively call individuals who sign up for telephone coaching through the online registration platform.
    - iii. Coaching calls must assist callers in developing and executing a personalized quit plan within a 90-day timeframe.
      1. The selected Contractor must report on:
        - a. Number of call attempts for each planned coaching call;
        - b. Number of calls completed with a live contact; and
        - c. Number of calls closed due to inability to reach the participant.

- iv. Coaching calls must be front-loaded with content into the first two or three calls to account for real-world utilization of telephone-based coaching (i.e., fewer than five calls completed).
  - v. Services must be available in English and Spanish, with third-party interpreters available to provide translation for other languages.
    - 1. The selected Contractor must warm transfer callers who speak Korean, Cantonese, Mandarin, or Vietnamese to the Asian Smokers' Quitline.
  - vi. Protocols for initial and follow-up calls must be:
    - 1. Available in both English and Spanish;
    - 2. Culturally and linguistically competent; and
    - 3. Based on research principles of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating substance use.
  - vii. Tailored protocols for cessation coaching will be provided to commercial tobacco users who, during their registration call, report:
    - 1. Living with mental illness;
    - 2. Having a substance use disorder;
    - 3. Use of electronic nicotine delivery systems (ENDS), including:
      - a. Exclusive ENDS users ready to make a quit attempt
      - b. Dual-use ENDS users ready to make a quit attempt
      - c. Youth ENDS users (under the age of 18);
    - 4. Being pregnant, planning to become pregnant, or breastfeeding;
    - 5. Being under the age of 18; or
    - 6. Any combination of 1 through 5, above.
  - viii. Coaches will proactively call commercial tobacco users for each of their scheduled calls (up to five) to ensure progress toward cessation on a schedule that adheres to best and promising practices, as well as real-world experience.
  - ix. For commercial tobacco users with cellular phones, the selected Contractor will utilize text messaging support if selected as a service by the participant.
  - x. Dose and provide guidance for use of over-the-counter NRT as outlined in the below Nicotine Replacement Therapy (NRT) section, based on the commercial tobacco user's medical history.
3. Call Volume Monitoring and Adjustments:
- a. The selected Contractor must have:
    - i. A monitoring plan to identify peak call times and adjust staffing as needed to ensure 90% of both English and Spanish incoming calls are answered by a live person without going to voicemail;
    - ii. An established process and options for handling periods of high call volume for both English and Spanish (e.g., changing welcome message, voice prompts, directing people to MDH's website, changing the number of intake questions, limiting services for a short time, etc.); and
    - iii. Protocol for periods when call volumes exceed line capacity.
  - b. The selected Contractor must make de-identified recorded calls available to MDH at a mutuality agreed upon frequency.
4. Nicotine Replacement Therapy (NRT):
- a. The selected Contractor must:
    - i. Ship FDA-approved NRT (patches, gum, and/or lozenges including combination therapy) to commercial tobacco users, as appropriate.

- ii. Ship different amounts of NRT to commercial tobacco users depending on eligibility criteria as determined during contract negotiations.
  - 1. Special protocols and additional NRT should be provided to commercial tobacco users who, during their registration call, report:
    - a. Living with mental illness or substance use disorder, or both
    - b. Being pregnant, planning to become pregnant, or breastfeeding. For callers that identify as pregnant, planning to become pregnant, or breastfeeding:
      - i. NRT will be provided with health care provider's permission
      - ii. Provide specialized coaching and support for use of NRT
  - iii. Provide a process to seek health care provider consent and approval for medical conditions requiring an override (e.g., pregnant women, certain health conditions).
  - iv. Provide medical oversight for provision of NRT, both in conjunction with telephone coaching, and without any other service offering (e.g., NRT starter kits).
  - v. Assist users in selecting the appropriate dose and type of NRT, both by telephone, and through the online registration platform.
  - vi. Monitor orders to prevent fraud.
  - vii. Insert additional materials in NRT shipments, and change those materials, at the request of MDH.
  - viii. Include Spanish-language instructions for commercial tobacco users whose preferred language is Spanish.
- b. Identify participants ineligible for NRT, including:
  - i. Commercial tobacco users who report having health insurance (not including NRT starter kits).
  - ii. Commercial tobacco users who require provider consent due to a medical condition, but are denied approval by their health care provider.
  - iii. Minors (under 18 years of age).
- c. In consultation with the selected Contractor, MDH will determine and authorize changes to NRT service eligibility, as appropriate.

#### **D. American Indian Quitline**

The selected Contractor must provide a separate telephone coaching line and array of cessation services to all Minnesota residents who identify as American Indian, regardless of health insurance status. It is expected that the selected Contractor will meet the same coaching training and expertise requirements that are outlined in the Coaching Training and Expertise section above, as well as incorporate data from the American Indian Quitline into the reporting and evaluation requirements within the Sample Tasks. MDH recognizes the disproportionately high commercial tobacco use rates among those who identify as American Indian, as well as the significance of traditional tobacco. MDH therefore values the importance of having specialized services for this priority population. These services, at a minimum, must include:

1. Dedicated and specialized coaching team, who have been provided with appropriate training, understand the culture, and respect traditions related to traditional tobacco use.
  - a. Protocols for intake and follow-up calls should align closely to the service offering, as outlined in the Telephone-based Services section above; however, they may be tailored to meet the unique needs of this priority population and will be determined during contract negotiations with the selected Contractor.
2. Up to 7 coaching calls with coaches.
3. Up to 12 weeks of NRT, including combination therapy of short and long acting NRT.

#### **E. Supplementary Cessation Services**

In addition to the telephone-based services and NRT offered to uninsured and underinsured Minnesota residents, the selected Contractor shall provide supplementary cessation services, as outlined below, to all Minnesota residents, regardless of health insurance status. These supplementary services may be complementary to telephone-based coaching and NRT or they may consist of stand-alone cessation service offerings. Minnesota residents may choose among any or all of the supplementary cessation services and may enroll in these services either by telephone or through the online registration platform. Consistent with the experience and success achieved by ClearWay Minnesota<sup>SM</sup> and a growing number of states, the intention of offering supplementary cessation services is to increase the reach of Minnesota's cessation services and assist more commercial tobacco users with their quit attempts.

1. NRT Starter Kits

- a. The selected Contractor shall ship NRT to commercial tobacco users, as appropriate.
  - i. The default service offering is a 2-week supply of either the nicotine patches, gum, or lozenges.
  - ii. Participants may receive up to two NRT starter kits per 12-month period.
- b. The selected Contractor shall make follow-up telephone calls to all individuals receiving NRT to address questions or concerns they may have about their NRT, and provide a description of other services for which they are eligible.
- c. The selected Contractor shall not provide NRT starter kits to participants who are ineligible:
  - i. Commercial tobacco users who require provider consent due to a medical condition, but are denied approval by their health care provider.
  - ii. Minors (under 18 years of age)

2. Email Support Program

- a. The selected Contractor shall provide an email support program. At present, the email support program is conceived at a minimum as a series of uni-directional informational emails. The primary focus of the email content should be moving commercial tobacco users (including ENDS users) along the stages of change and supporting them in their quit attempts with tips, advice, and resources.
  - i. Participants may enroll in the email support program up to two times per 12-month period.
- b. The email support program shall be evidence-based or, at a minimum, evidence-informed.\*
- c. The email support program shall evolve as needed to meet changing consumer demands and utilization patterns.
- d. The email support program must follow best practices and regulations for email.

3. Text Messaging Support Program

- a. The selected Contractor shall provide text messaging support. At present, the text messaging program is conceived as being modeled after the National Cancer Institute's SMOKEFREETXT program. Ideally, the text messaging program will be interactive, with the capacity to respond to "texts for help" (e.g., keywords such as "CRAVE," "SLIP," "MOOD"). At a minimum, the text messaging program should be one-directional with a series of "daily tips" for quitting based on stage of change and the quit date set by the individual participant.

---

\* Reference [NAQC Quitline Services: Current Practice and Evidence Base](#), pg. 9, for a description of expected email and text messaging support program.

- i. Participants may enroll in the text messaging support program up to two times per 12-month period.
  - b. The text messaging support program shall be evidence-based or, at a minimum, evidence informed.\*
  - c. The text messaging support program shall evolve to meet changing consumer demands and utilization patterns.
  - d. The text messaging program should follow best practices and regulations for text messaging, including the Telephone Consumer Protection Act (TCPA).
- 4. Printed Materials
  - a. The selected Contractor must provide a printed Quitting Guide in English and Spanish that includes information and guidance around quitting. The Quitting Guide shall adhere to best practices and evidence, and must be written at an 8<sup>th</sup> grade reading level or less.
  - b. The selected Contractor must establish a process for updating the Quitting Guide and steps to collaborate with MDH during this process.
  - c. The selected Contractor must work with MDH to create and provide supplementary print materials, not including the Quitting Guide.
  - d. The selected Contractor is responsible for:
    - i. Production (all content and printing);
    - ii. Annual review and revision, as needed according to current academic literature and community practice for cessation, of the Quitting Guide and supplementary print materials, including culturally and linguistically appropriate translation into Spanish and other languages upon request by MDH;
    - iii. Fulfillment of all requests for printed copies of the Quitting Guide
      - a. Participants may receive one Quitting Guide per 12-month period;
    - iv. Providing a downloadable electronic version of the Quitting Guide and all supplementary print materials for the website; and
    - v. Tracking requests for Quitting Guides and supplementary print materials and enforcing annual mailing limits, including additional materials with the Quitting Guide mailings, such as promotional fliers for other MDH cessation services, if requested.

**F. Referral**

The Minnesota Quitline Network enables health professionals and community organizations to use a single form and fax number to refer the people they serve to tobacco quitline support. All Minnesota residents – whether covered by a health plan or not – have access to free support to quit.

The Network refers thousands of people to quitline support every year. This is made possible with the participation of over 1,100 member organizations, including dental clinics, mental health practices, primary care clinics and hospitals, community-based organizations, and other allied health professionals.

While the current system in place for referrals involves triaging incoming referrals to the appropriate quitline based on reported health insurance information, the new system beginning April 1, 2020 will have the selected Contractor responding to all incoming referrals regardless of health insurance status.

The selected Contractor will have the following functions available no later than April 1, 2020:

---

1. Receive all incoming referral information from Network members by paper fax.
  - a. The selected Contractor shall make up to three outbound attempts to reach each referred commercial tobacco user on different days and different times, per the participant’s preferred times as indicated on the referral form, until either the referred user is reached, or three outbound call attempts are made and the user is not able to be reached and/or a voicemail message is left for the referred user, if indicated on the referral form by the participant.
    - i. If the referred user is reached, the selected Contractor must assess the individual for eligibility for services through Minnesota’s cessation services program, and provide cessation services as described within the Telephone-based Services section above.
  - b. Report results of the outbound attempt(s) to reach the individual to the referring entity only if the entity is HIPAA-covered. Results may refer to the user as “enrolled,” “declined services,” “unable to reach,” or use other terminology as agreed upon at a later time. The selected Contractor shall include referral data in all reports and dashboards provided to MDH.

Currently the referral process is fax-based only. It is expected that the selected Contractor will maintain this functionality when services are launched on April 1, 2020. In addition, the selected Contractor must have the capacity to work with MDH to expand the referral process and phase in a new referral model as a supplement to fax-based referral after services have launched.

The selected Contractor shall work with MDH to develop a plan and timeline for implementation of one or more of these processes during contract negotiations:

1. An online referral form for Network members wishing to refer individuals via the Internet.
2. A secure email system for Network members wishing to refer individuals via email.
3. “Live referrals” - the Network member contacts the selected Contractor with the client or patient in the room and then once connected turns the interaction over to the client/patient to complete intake and set a date for the first coaching call.
4. An electronic health record referral (eReferral) process.
  - a. Preferred bi-directional eReferral that meets NAQC standards.
5. Mechanism to bill and receive reimbursement from all participating health plans and Medicaid for services provided.

See **Appendix A** for the Minnesota Quitline Network Flow Chart

### **G. Quality Improvement**

A quality improvement plan is essential for any program. The selected Contractor, within the first year of the contract, shall work with MDH to develop and implement a quality improvement plan and provide MDH with findings and outcomes of the quality improvement plan efforts. The cessation services quality improvement plan should rely on, at a minimum, quantitative and qualitative data from cessation services intake data, case management data, participant follow-up, and feedback from cessation coaches and intake specialists. If other data sources are available to help inform the quality improvement plan, the selected Contractor should provide additional details around other data sources that are available, how they are collected, and whether and in what format they can be provided to MDH. These data should be used to identify problem areas or issues where additional staff training, protocols or policy decision making with MDH are needed to ensure the cessation coaching and intake specialist staff have the necessary knowledge, tools, and experience to effectively deliver cessation services.

### **H. Reporting and Evaluation**

To monitor and evaluate Minnesota's cessation services program, MDH requires, and the selected Contractor shall provide weekly, monthly, quarterly, and annual reports and data files. MDH is also committed to evaluating all cessation services offered. For the initial contract period, the selected Contractor will pull and report all required data for the CDC's NQDW and NAQC's Annual Survey, and conduct an outcomes evaluation to calculate 7-month quit rates, as described in NAQC's Calculating Quit Rates, 2015 Update issue paper.<sup>b</sup>

The selected Contractor must have the ability to report individual-level demographic, tobacco use history, medical screening information, program utilization, and follow up data, including linking records for multiple interactions and enrollments over time. These data must be made available electronically as both raw data exports and as customized aggregated reports, on a monthly basis at minimum. The selected Contractor must have a robust quality control process in place to review all data before releasing it to MDH.

Should MDH contract with a third-party evaluator, the selected Contractor will be required to supply individual-level demographic, commercial tobacco use history, medical screening information, and program utilization data, including linking records for multiple interactions and enrollments over time. These data must be made available as both raw data exports and as customized reports to the third-party evaluator on a regular basis (e.g., monthly or quarterly).

In addition, the selected Contractor is required to respond to ad hoc data requests for special evaluation studies that may occur up to four times a year. The data and data reports must be delivered electronically and are the property of MDH.

The selected Contractor must confirm compliance with the following requirements:

1. Ability to partner with MDH staff and vendors to conduct research on quitline-related questions.
2. Ability to conduct outcomes (quit rate) evaluation once during the contract period.
3. Consent to a third-party evaluation conducted by a vendor selected by MDH.
4. Experience with and willingness to provide individual-level raw data to an external evaluator for the purposes of evaluation and research.
5. Entry into a business associate or confidentiality agreement, or both, as needed, with MDH's third-party evaluator and Minnesota health plans, to allow for transfer of data.
6. Provision of data to the third-party evaluator as requested, in full compliance with the federal HIPAA and HITECH law and regulations and with the Minnesota Health Records Act.
7. Alteration of types of data collected to align with NAQC's best practices and MDH's monitoring and evaluation needs.
8. Collection and reporting on all items in the NAQC Minimum Data Set.
9. Collaboration with the third-party evaluator to pull and, if necessary, report on data required for CDC's NQDW and NAQC's Annual Survey.
10. Completion of an Annual Report and submission to MDH at the end of each contract year.
11. Completion of a Final Closeout Report and submission to MDH at the end of the contract period.

## **4. Innovative Approaches**

MDH is also interested in exploring new and innovative approaches to expand reach and address commercial tobacco-related disparities. These items should be separated from the required items in the

---

<sup>b</sup> The paper is available at [https://c.ymcdn.com/sites/www.naquitline.org/resource/resmgr/Issue\\_Papers/WhitePaper2015QRUpdate.pdf](https://c.ymcdn.com/sites/www.naquitline.org/resource/resmgr/Issue_Papers/WhitePaper2015QRUpdate.pdf)

Cost Proposal. MDH is open to new ideas, promising practices, and modifications to the cessation service offerings and delivery outlined above, based on:

- The capacity of the selected Contractor;
- Emerging needs from the field;
- Available technologies; and
- Input from community and the Advisory Committee.

The selected Contractor must work closely with MDH to identify potential, culturally informed, additional or adapted approaches that may be phased in over time.

## 5. Funding

Funding available is up to \$1,675,400 for the contract period. Price will be a significant factor in the evaluation of proposals.

MDH reserves the right to not fund a proposal if the proposal does not meet the RFP criteria. MDH also reserves the right to award less than \$1,675,400.

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

## 6. Contract Period

The contract is expected to begin on January 1, 2020, or upon full execution of the contract, whichever is earlier. The initial term of the contract is expected to be no longer than two (2) years, from January 1, 2020 to December 31, 2021.

The State and the selected Contractor may mutually agree to extend the contract an additional 3 years, in increments to be determined by the State, based on contractor performance and funding availability.

This contract period includes an estimated three (3) month period for startup before launch of services on April 1, 2020.

## 7. RFP Questions

Prospective applicants are encouraged to contact MDH with questions that may arise concerning this RFP. Please email RFP questions to [tobacco@state.mn.us](mailto:tobacco@state.mn.us). Questions should include “Cessation Services RFP Question” in the email subject line. Questions may only be sent to the above email address; applicants cannot submit questions via phone, U.S. mail, nor fax.

All questions and answers will be posted publicly on the MDH website at [www.health.mn.gov/cessationservices](http://www.health.mn.gov/cessationservices). Questions and answers will be updated on **Thursday, October 3, 2019** and **Monday, October 14, 2019**.

The last day questions may be submitted is **Thursday, October 10, 2019 at 4:00 pm Central Time**. Answers to these questions will be posted on **Monday, October 14, 2019**.

Individual MDH staff are **not** authorized to discuss this RFP with any potential applicant before the submission deadline. Contacting, or attempting to contact, anyone at MDH regarding this RFP other than through the above email address may result in disqualification.

## 8. Proposal Content

Proposal format requirements *(for narrative Sections 1 – 7 below only)*

- Proposals must be typed, with one-inch margins, and in 11-point Calibri font.
- All pages must be single-spaced and numbered consecutively.

Proposals must include the following information:

1. A statement of understanding of project goals and capacity to operationalize MDH’s vision for statewide cessation services, including how cessation services will appeal to and serve populations most disparately impacted by commercial tobacco use. Outline diversity of staff and ability to provide culturally informed cessation services. *(3 pages maximum)*
2. An outline of previous experience and examples of similar work done, including supporting the transition of cessation services from one funding/administrative organization to another. *(8 pages maximum)*
  - a. Provide the most current complete responder and intention-to-treat quit rates at 7 months post registration for all program components (if available) described in the Sample Tasks.
    - i. For telephone-based coaching, please provide 7-day and 30-day point prevalence abstinence rates, and a detailed description of the methodology used to obtain them. Please provide quit rates for a state with comparable services offered and similar demographics as outlined in the Sample Tasks (e.g., uninsured commercial tobacco users who receive NRT but **not** prescription medications.) Describe in detail the population both in the numerator and the denominator of the calculation.
    - ii. For all other service components including an NRT starter kit, email support program, text messaging support program, and or provision of a Quitting Guide and supplementary print materials, provide evaluation results including quit rates, if available, either as standalone services or in combination with phone coaching or each other. For any quit rates provided, describe in detail the method used to obtain or estimate the quit rate.
3. For each department or responsible area below, provide a description of the department’s role and scope of work, the number of staff members, and title and qualifications of the person or people responsible for that department or area. *(3 pages maximum)*
  - a. Client Services: describe how the MDH cessation services account will be serviced (e.g., account manager(s)). Include the name of the account manager(s) who will be assigned to the MDH cessation services account and proposed or recommended full-time equivalent (FTE) of time dedicated to the MDH cessation services account. MDH expects the account manager to be at least 0.75 FTE to 1.0 FTE.
  - b. Coaching: describe hiring requirements for coaches, approach to training, monitoring, and advancement for coaches, and initial and ongoing training for staff to better serve members of cultural groups or other sub-populations.
  - c. Data management and reporting.
  - d. Research and evaluation.
  - e. Product development.

- f. Other key departments responsible for aspects of the MDH cessation services account.
4. A narrative describing tasks to be completed by both the Contractor and MDH during the startup/development time period. *(2 pages maximum)*
  5. A detailed timeline of milestones within the contract period, including startup/development period, launch of cessation services, and major deliverables. *(2 pages maximum; if using a timeline graphic, applicant does not need to follow format requirements outlined above)*
  6. A narrative of how deliverables in the Sample Tasks will be fulfilled. The Sample Tasks are described in detail as preferred services and service delivery standards. Responders are not expected to provide a detailed narrative of all tasks listed, but must provide adequate responses reflecting the ability to fulfill each task. Narrative must be provided **in the following order:** *(25 pages maximum)*
    - a. Online Registration Platform and Database *(3 pages maximum)*
    - b. Telephone-based Services *(5 pages maximum)*
      - i. Intake
      - ii. Coaching Training and Experience
      - iii. Intensive Telephone-based Coaching
      - iv. Call Volume Monitoring and Adjustments
      - v. Nicotine Replacement Therapy
    - c. American Indian Quitline *(1 page maximum)*
    - d. Supplementary Cessation Services *(4 pages maximum)*
      - i. NRT Starter Kits
      - ii. Email Support Program
      - iii. Text Messaging Support Program
      - iv. Printed Materials
    - e. Referral *(4 pages maximum)*
      - i. Proposed timeline and procedural work plan for launching the following referral processes:
        1. Paper fax-based referral (services available no later than April 1, 2020).
        2. Online referral via the Internet, including an example of an online referral form (within first year of launch).
        3. Secure email system (within first year of launch).
        4. Live referrals, as described within the Sample Tasks (within the first year of launch).
        5. E-Referral (preferred bi-directional) (within the contract period).
        6. Mechanism to bill and receive reimbursement from health plans and Medicaid for services provided (within the contract period).
    - f. Quality Improvement (QI) *(3 pages maximum)*
      - i. Sample QI reports should be included as attachments, and are not subject to page limits.
    - g. Reporting and Evaluation *(4 pages maximum)*
      - i. In addition to a detailed narrative of how the applicant will meet the deliverables outlined in the Sample Tasks, the applicant should describe how they will work with MDH to develop an evaluation plan within the first year of the contract. Provide recommendations for evaluation type (e.g., continuous quit rates, sample quit rates, satisfaction surveys), as well as proposed frequency.
      - ii. Sample reports and data extracts should be included as attachments, and are not subject to page limits.

- h. A description of how the flexibility of demand will be met and identification of adjustments the responder would recommend making to services if there was a need to spenddown funds quickly and efficiently. *(1 page maximum)*
- 7. A description and examples of innovative or alternative approaches to further increase reach and address disparities while meeting the goals of this RFP. Provide rationale or evidence as to how and why these approaches would increase the impact MDH can have on commercial tobacco use and cessation in Minnesota. *(4 pages maximum)*
  - a. Responders must provide an outline of the innovative or new service offerings, delivery opportunities, or both, that their organizations are planning or have the ability to do, beyond the deliverables outlined within the Sample Tasks.
  - b. Responders must describe what, if any, changes they would make to the deliverables outlined within the Sample Tasks in order to meet the goals of this RFP.
    - i. Including the organization's ability to:
      - 1. Customize email or text messaging content at MDH's request.
      - 2. Tailor email or text messaging, or both, content to the commercial tobacco user's stage of change, quit date or both; as well as type(s) of tobacco used.
      - 3. Adapt services based on input from Minnesota residents, the cessation services Advisory Committee, and MDH.
- 8. Required attachments:
  - a. Organizational Structure and Staffing
    - i. An organizational chart for the division or department responsible for the cessation services and operations. *(1 page maximum)*
    - ii. A position description with roles and responsibilities for the account manager(s) who will be assigned to the Minnesota Department of Health cessation services account. *(1 page per person maximum)*
    - iii. An outline of intake staff (if relevant) and coach training program (both initial and ongoing). *(3 pages maximum)*
  - b. De-identified recorded copies of actual calls, coaching sessions, or both, which must be on either CD-ROM or DVD for each of the following call types for a total of three recorded calls. At least one call must include the NRT dosing process.
    - i. Call recording that exemplifies the overall spirit and intent of the responder's approach to helping commercial tobacco users with the quitting process.
    - ii. Registration and first coaching call for a participant through the American Indian Quitline. *(If applicant has provided or currently provides this service)*
    - iii. Registration and first coaching call for a participant who qualifies for special protocols for those living with mental illness or substance use disorder, or both. *(If applicant has provided or currently provides this service)*
  - c. Printed Materials *(no page limit)*
    - i. Copies of the Quitting Guide(s) (English and Spanish versions) currently sent to commercial tobacco users.
    - ii. Copies of all printed participant materials used to support the coaching program and NRT provision.
    - iii. Copies of materials available for friends and family of commercial tobacco users.
    - iv. Copies of materials available in Spanish and other languages, for special populations for which the responder has tailored materials.
    - v. Copies of any types of printed materials that are currently included in NRT shipments (e.g., medication use instructions, posters, fliers, etc.)
  - d. Email Support Program and Text Messaging Support Program

- i. The entire email library of existing or planned email support messages, as it appears in the standard email formatting, including indications of how email messages can be customized.
      - ii. The entire text message library with indications of how text messages can be customized.
    - e. Quality Assurance and Improvement
      - i. Examples of quality improvement plans and quality assurance reports the responder has developed for clients, or a sample plan and report the responder could develop for Minnesota cessation services, including a delivery schedule. (Please assume MDH will seek quarterly assurance reports).
    - f. Reporting and Evaluation
      - i. Examples of the standard monitoring and outcomes reports the responder provides to clients, or a sample of monitoring and outcomes report the responder could develop for each of the Minnesota cessation services, including delivery schedule.
        - 1. Include weekly, monthly, quarterly, and annual reports.
      - ii. A sample standard data extraction and data dictionary. *(6 pages maximum)*
        - 1. Include each variable that is included in standard data extractions for similar clients for intake data, utilization data, and evaluation data, as well as data dictionary for each variable.
    - g. Contact information (name, title, organization, address, phone, and email) for **three (3) references** who can speak to the organization’s ability to fulfill the Sample Tasks presented in this RFP.
9. A Cost Proposal describing the costs associated with performing the services and deliverables in the RFP. Use the Cost Proposal Instructions in **Appendix B**. MDH does not make regular payments based upon the passage of time; it only reimburses for services performed or work delivered after it is accomplished.
10. A completed response to the attached Security Questionnaire Form (**Appendix C**) and Voluntary Product/Service Accessibility Template(s) (VPAT) (**Appendix D**). The response must contain adequate information to evaluate the responsiveness to the accessibility standards. The selected Contractor must comply with accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at <https://mn.gov/mnit/government/policies/accessibility/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level ‘AA’. Special attention should be focused upon the online registration platform and database, any online documents templates for email support program, as well as telephone coaching services for deaf/hard of hearing.

The applicant must complete the VPAT to demonstrate their current level of compliance. The applicant may attach samples of their work to further explain their answers to VPAT sections. Evaluation of a VPAT response is based on the extent to which the response is completed. The applicant’s current level of compliance at the time the response is submitted is not scored. If awarded a contract, all work by the selected Contractor must conform with the accessibility requirements above and as detailed by the contract terms.

- 11. Submit the following from the General Requirements section below:
  - a. Affidavit of Non Collusion
  - b. Certificate Regarding Lobbying
  - c. Workforce Certification

- d. Equal Pay Certificate Form
- e. Veterans Preference Form (if applicable)
- f. Resident Vendor Form (if applicable)

12. Proposal Cover Sheet completed and signed. **Appendix E**

13. Mandatory Requirement Compliance Form signed. **Appendix F**

14. Commercial Tobacco-Free Organizational Commitment completed and signed. **Appendix G**

## 9. Proposal Instructions

All proposals must be received no later than **4:00 pm Central Time on Tuesday, October 22, 2019** to be considered for funding. Proposals must be sent, hand-delivered, or couriered to:

Laura Oliven  
Tobacco Prevention and Control  
Minnesota Department of Health  
85 East 7th Place  
Suite 220  
St. Paul, MN 55101  
651-201-3535

### **Late proposals will not be considered.**

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

Fax and email responses will not be accepted nor considered.

Submit **seven (7) copies** of the full proposal. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address written on the outside. Each copy of the proposal must be signed in ink by an authorized member of the firm.

Provide **seven (7) copies** of the Cost Proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the organization's name. 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.

Proposals will be evaluated on "best value" as specified below. The Cost Proposal will not be opened by the review committee until after the qualifications points are awarded.

MDH has estimated that the cost of this contract should not exceed \$1,675,400. Price will be a significant factor in the evaluation of proposals.

## 10. Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of MDH. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State

reserves the right, based on the scores of the proposals, to create a short-listing of contractors who have received the highest scores to interview, or conduct demonstrations/presentations. The State reserves the right to seek best and final offers from one or more responders. A 1,000-point scale will be used to create the final evaluation recommendation.

Candidates on the State's short-list are finalists. Finalists will be asked to travel to St. Paul at their own expense for an in-person interview with representatives of MDH. This in-person interview will be used to engage applicants in a more detailed discussion about some of the aspects of the proposal. Specific questions will be provided to applicants in advance of the interview.

### **A. Mandatory Requirements (Scored as Pass/Fail)**

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

1. Proposals must be received on or before the deadline specified in this solicitation.

Each applicant must meet all of the following criteria to be eligible:

2. Each applicant must be either a nonprofit or a for-profit entity based in the United States.
3. Each applicant must comply with MDH's Commercial Tobacco-Free Organizational Commitment.
4. Each applicant must have a verifiable track record of providing evidence-based cessation services for at least the past 5 years.
5. Each applicant must, to the extent required by law, be in full compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Minnesota Health Records Act. Full compliance with these and other regulations may require entering into business associate agreements to facilitate transfer of data.
6. Each applicant must provide and support, either in-house or through a subcontractor(s), the digital platforms, systems, processes, and protocols necessary to update and maintain web-based systems for registering for: intensive telephone-based coaching, the email support program, and the text messaging support program, and ordering and delivering NRT starter kits and all printed materials. Contractor must also follow web best practices and regulations (e.g., such as CANSPAM for email).
7. Each applicant must provide medical oversight and accept all liability for treatment services including but not limited to dosing and recommendation of nicotine replacement therapy (NRT) provided either by cessation coaches, or as a self-serve option as part of an NRT starter kit.
8. Applicant or applicant's pharmacy must have the capacity to dispense and receive reimbursement for over-the-counter NRT to Minnesota Medicaid clients enrolled in the quitline. All requirements for registering as a pharmacy with the State of Minnesota must be fulfilled within one year of contract execution.

Applicants will be required to sign a statement affirming their compliance with Mandatory Requirements 2 through 8 and submit the Mandatory Requirements Compliance Form in **Appendix F** with the proposal. Failure to include this form will result in disqualification.

### **B. Evaluation Factors (Scored based on percentage as indicated)**

The factors and weighting on which proposals will be judged are:

1. Expressed understanding of project goals	10%
2. Previous experience and ability to carry out transition of services	15%
3. Demonstrated ability to fulfill the deliverables set forth in the Sample Tasks section	35%
4. Innovative or alternative approaches to expand reach and address disparities	5%
5. IT Accessibility Standards	5%
6. Cost Proposal	30%

It is anticipated that the evaluation and selection will be completed by **Friday, November 15, 2019**.

### **C. General Requirements**

#### **Affidavit of Noncollusion**

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

#### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or 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.

#### **Proposal Contents**

By submission of a proposal, Responder warrants that 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.

#### **Disposition of Responses**

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

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

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance 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.

### **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.

### **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 attached for your reference. 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.

### **Reimbursements**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor 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.

### **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 Office of Equity in Procurement ("OSP") 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 OSP, 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.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group (TG) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged (ED) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact

OEP at 651-201-2402 or [procurement.equity@state.mn.us](mailto:procurement.equity@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-Owned Small Business Preference**

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

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

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

### **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 subcontractors at all tiers.

### **Workforce Certification**

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Workforce Certificate Information form and return it with the response. As required by Minnesota Rule 5000.3600, “It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency.”

### **Equal Pay Certification**

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

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may

- pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Insurance Requirements**

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

1. **Workers' Compensation Insurance:** 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 of Minnesota, 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 Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, 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 of Minnesota with a certificate of insurance.

2. **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 – 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

Other; if applicable, please list \_\_\_\_\_

State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **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

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

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.

Contractor is required to carry the following **minimum** limits:

\$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.

5. **Network Security and Privacy Liability Insurance (or equivalent)**

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.

Contractor is required to carry the following **minimum** limits:

\$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.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota 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 of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
  - If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
  - Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
  - Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
  - 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.
- D. The State reserves 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 the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

**E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

By submission of a proposal for services 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. In the event of contract award, Contractor shall be 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.

**Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

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

**Subcontractor Reporting**

The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed \$500,000, including all extension options, you must track and

report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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. Submission of this certification 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.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

# STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_ Email: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: 651-296-1283

## State of Minnesota – Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

---

Authorized Signature	Printed Name	Title
----------------------	--------------	-------

---

Organization	MN/FED Tax ID#	Date
--------------	----------------	------

---

Issuing Entity	Project # or Lease Address
----------------	----------------------------

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals 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 Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the 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 proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

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

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**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 state will award a 6% 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 as being a veteran-owned or service-disabled veteran-owned small business.

**or**

- 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

---

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

---

**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 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 United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

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

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

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

---

**Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.**

**STATE OF MINNESOTA  
RESIDENT VENDOR FORM**

---

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

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
  - (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
  - (3) has a business address in the state; and
  - (4) has affirmatively claimed that status in the bid or proposal submission.
- 

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

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

---

**I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:**

- 1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*  
 Yes  No (must check yes or no)
- 2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.  
 Yes  No (must check yes or no)
- 3. Has a business address in the State of Minnesota.  
 Yes  No (must check yes or no)
- 4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.  
 Yes  No (must check yes or no)

**BY SIGNING BELOW**, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

---

**IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.**

*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.*

# Professional and Technical Services Contract

**State of Minnesota**

SWIFT Contract No.:

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 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.
- 1.2 **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. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. 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" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. 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 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'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 \_\_\_\_\_. 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 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**

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. Indemnification**

In the performance of this Contract by Contractor, or Contractor's agents or employees, the Contractor 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 Contractor's:

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

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 Contractor may have for the State's failure to fulfill its obligation 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, (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.

### 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. The "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. The "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 State's 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 and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the

insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, 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. 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 State, or any of its 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.

**13. 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.

**14. Publicity and endorsement**

**14.1 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.

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

**15. 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.

**16. 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/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.

**17. 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).

**18. Termination**

**18.1 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.

**18.2 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.

**19. Non-discrimination (In accordance with Minn. Stat. § 181.59)**

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

*“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.”*

*[Delete this section if your total Contract value is under \$100,000]*

**20. Affirmative action requirements for contracts in excess of \$100,000 and if 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.

**20.1 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. A contractor covered by Minn. Stat. § 363A.36 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.

**20.2 Minn. R. 5000.3400-5000.3600.**

- (a) 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.
- (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 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.
  - (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.

- (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.
- (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. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**21. 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/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**22. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

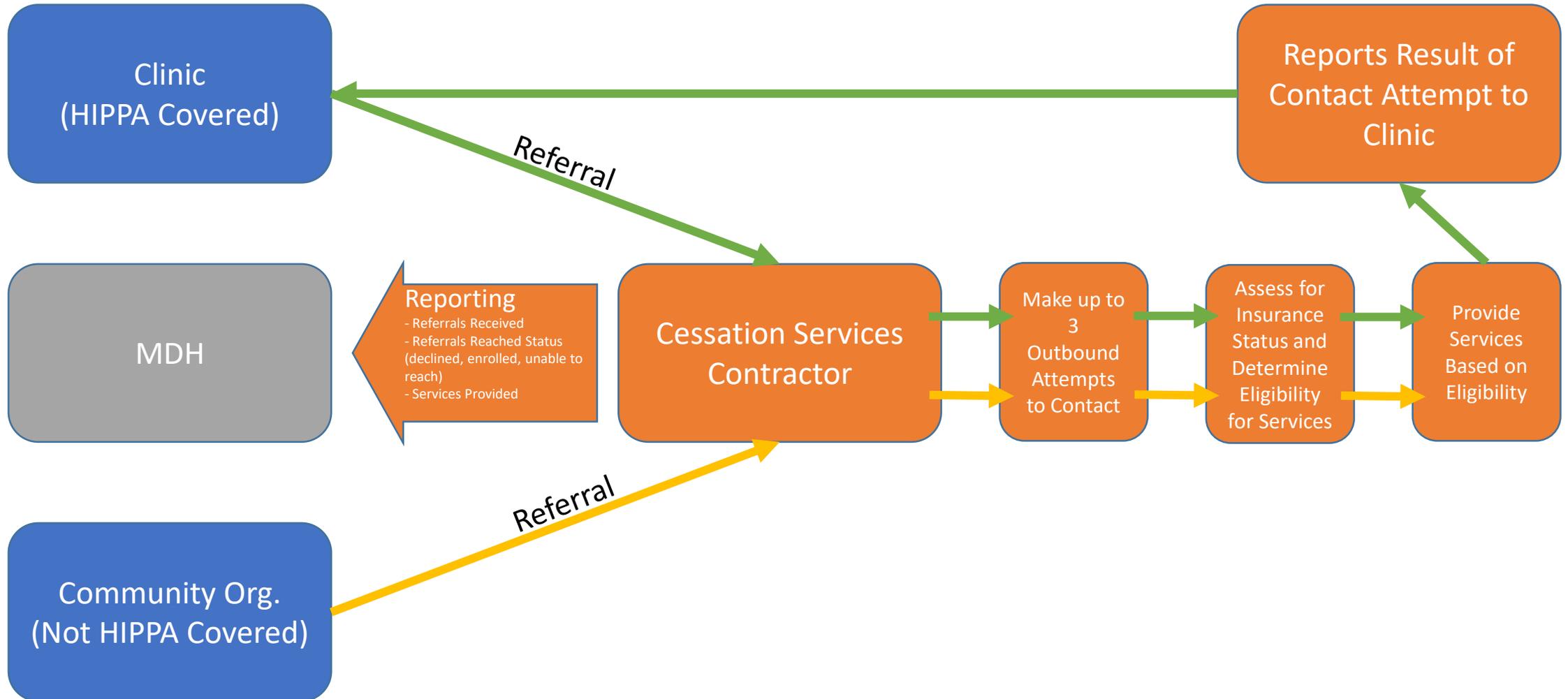
The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions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

**23. Subcontractor Reporting**

If the total value of this contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

**[Signatures as required by the State.]**

# Appendix A – Minnesota Quitline Network Flow Chart



# Appendix B – Cost Proposal Instructions

Provide a Cost Proposal worksheet to present the costs for the services and deliverables requested in the RFP. Include a narrative description for how you arrived at each cost.

Please describe and list costs within each of the following sections described below:

- Startup/Development
- Online Registration Platform and Database
- Telephone-based Services
  - Intake and Intensive Telephone-based Coaching
- Nicotine Replacement Therapy (NRT)
- Supplementary Services
  - NRT Starter Kits (the costs for NRT starter kits should be included within the “Nicotine Replacement Therapy (NRT)” section)
  - Email and Text Messaging
  - Printed Materials
- Referral
- Reporting and Evaluation
- Innovative Approaches
- Other Costs

Please note any potential changes in costs within the two-year contract period according to the following timeframes:

- Contract start date - March 31, 2020 (Startup/Development)
- April 1 - December 31, 2020
- January 1 - December 31, 2021

**The bulleted items within each section of the Cost Proposal instructions (below) are intended as examples of what should be included in your cost estimates for each area of work. They are NOT intended to limit what can be included, nor are you required to have a line item for each bullet.**

## Startup/Development

Provide the startup and development costs for the period of contract start date through March 31, 2020. Costs should include coordination with the Marketing Services Contractor (who is yet to be determined) as MDH’s cessation services are branded and promoted, such as, but not limited to, review and information for website development. Include any costs related to ensuring a seamless transition of services to begin on April 1, 2020.

## Online Registration Platform and Database

Provide the costs for all development, operations, and maintenance related to online application and registration for all cessation service offerings as described in the Sample Tasks. Include costs associated with development and maintenance of the online registration platform and database(s). Make sure to include in your Cost Proposal the following items, if applicable:

- Development costs
- Database management
- Translation costs (Spanish)
- Customization and co-branding costs
- Web registration (per individual)
- Provision of real-time technical assistance during the Contractor’s operating hours to users trying to register for services
- Costs for any content you have proposed to make available on MDH’s website.

## Telephone-based Services

Provide the costs for each type of call for telephone-based services excluding telephone-based coaching-related calls (as described below). Provide costs for completed calls only. Types of calls for this section include, but are not limited to:

- General inquiry calls (information only provided; no services selected)
- Registration for supplementary cessation services (no NRT)
  - Materials only calls (Quitting Guide requested and ordered)
    - Do not include mailing costs for Quitting Guides. All mailing costs should be included in “Printed Materials” section
  - Registration for standalone email and/or text messaging
- NRT starter kit ordering calls
  - MDH assumes the cost for NRT starter kit ordering calls would also cover the cost for registering for email or text messaging support
- Follow-up calls to all recipients of NRT starter kits
  - Starter kit follow-up calls reached
  - Starter kit follow-up calls unreachable
- Warm-transfer of health plan members to the appropriate quitline and/or providing health plan members information about how to contact their health plan

Note: MDH will not pay for calls such as out-of-state calls, prank calls, wrong numbers, hang-ups or calls that go to voicemail.

## Intake and Intensive Telephone-based Coaching

Provide the costs for completed calls for each type of coaching service/protocol provided. For coaching calls one and 2-5, all prices listed must be for received/completed interventions and must not include those callers who enroll or schedule a call but do not participate in an “intervention”. Payment will only be provided for each call after it has actually been completed. “Completed” means a coaching interaction has taken place between a commercial tobacco user and a coach by phone. Include in your cost proposal the following items, if applicable:

- Intake calls for the quitline (registration)
  - Include estimated costs for customization (e.g., changing questions wording, order, or selection of questions)
- Coaching call one
- Coaching calls 2-5

- Special protocols (American Indian; those living with mental illness and/or substance use disorders; other)
  - Intake calls
  - Coaching call one
  - Coaching calls (after first call)

## Nicotine Replacement Therapy (NRT)

Provide the costs per unit for fulfillment of NRT requests via NRT starter kits (2-week supplies) and via intensive telephone-based coaching (Table A: examples of NRT pricing).

<b>Table A</b>	Cost per unit via telephone-based coaching (For each: 2 weeks, 4 weeks, and 8 weeks)	American Indian Quitline (12 weeks)	Living with mental illness and/or substance use disorder (12 weeks)	Starter kits (2 weeks)
Patches				
Gum				
Lozenges				
Combination Therapy; patches and gum				N/A
Combination Therapy; patches and lozenges				N/A

Make sure to include in your Cost Proposal the following items, if applicable:

- Inserting NRT instructions and possible additional materials with NRT mailings (do not include the cost of printing materials; all printing costs associated with materials should be included in the “Printed Materials” section)
- Mailing costs

## Email and Text Messaging

Provide the price per user or flat rate for each standalone service. It is assumed that any costs for email or text messaging included as part of the intensive telephone-based coaching services are covered in the “Intake & Intensive Telephone-based Coaching” section. Make sure to include in your cost proposal the following items, if applicable:

- Development costs
- Co-branding and customization costs

## Printed Materials

Provide the costs for each type of printed material proposed, including Quitting Guides, informational

materials, fliers/posters, etc. through supplementary cessation services or with quitline enrollments. Make sure to include in your cost proposal the following items, if applicable:

- Development of content
- Customization and co-branding of materials
- Translation of materials into Spanish
- Translation of materials into languages other than Spanish
- Mailing costs (for materials not included in NRT shipments)
- Creation of PDF or interactive online versions of all materials
- Revising and updating materials

## Referral

Provide the costs for the receipt, processing, and outbound attempts to reach and serve ALL fax referrals via the Minnesota Quitline Network, regardless of insurance status (pricing should include initial outbound attempts made and should not include any costs associated with follow-up calls or warm-transfers to health plans).

- Fax referrals reached/enrolled
- Fax referrals unreachable/declined
- Feedback to providers (per referral)

Provide the estimated costs for each of the proposed alternative/additional referral methods. Include both development and maintenance costs in keeping with the timelines noted within your proposal. (note: MDH assumes online referral, secure email referral, and/or live referrals would be implemented within the first year of launch; and eReferral and a billing and reimbursement system would be implemented within the contract period):

- Online referral
- Secure email system
- Live referrals
- eReferral (preferred bi-directional)
- Billing and reimbursement system (as described in RFP)

## Reporting and Evaluation

Provide all costs related to required reporting and evaluation for the sections above, as appropriate.

Provide your hourly rate or other cost structure for providing *customized* reporting (this would not include the weekly, monthly, quarterly, and annual reports, as well as all data transfers for evaluation and research purposes required within the RFP).

## Innovative Approaches

Provide all costs related to any innovative or alternative approaches included in the proposal in this section. Please include hourly rates for staff time, development and maintenance costs, costs for adjustments to the services in the above sections, etc.

## Other Costs

Provide an hourly rate for consulting in the following additional expertise areas:

- Online interactions and coaching by coaching staff
- Related consultation from clinical, operational, or programmatic staff. May include coaches, medical director, evaluation/research team, or other personnel

Provide costs for proactive re-engagement of former cessation services users, including:

- Proactive re-engagement calls reached
- Proactive re-engagement calls unreachable

Please itemize any additional costs not included in the above sections.

## **ADDITIONAL INFORMATION**

In addition to the costs provided in the Cost Proposal, include the following information:

- Hourly rate for IT programming beyond the startup/development phase should future changes be needed;
- Account management fees, if applicable; and
- Other, as needed.

# Appendix C – Vendor Security and Compliance Questionnaire



---

## Vendor Security and Compliance Questionnaire - Outsource

Version 1.0

## Company Information



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

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

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

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

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

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

## Questionnaire Completion Instructions



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.

Question	Requirement	Response	Describe
1.	An individual has been designated as being responsible for security within the organization.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	<a href="#">Click here to enter text.</a>

Question	Requirement	Response	Describe
2.	An information security policy, based on industry acceptable standards and frameworks, is in place, has been approved by management and has been communicated to 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.
3.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization’s information security policy.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	An information security awareness and training program has been established and provides general awareness and role specific (e.g., secure coding, CJS, etc.) security training to all employees.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic, references and drug screenings.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	The organization will: (1) locate all production and disaster recovery data centers that store, process or transmit State of Minnesota data only in the continental United States, (2) store, process and transmit State of Minnesota data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental U.S.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images. Proposed system solutions will ensure Industry best practices for security architecture & design.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	The system/solution/service has capability to integrate with the State of Minnesota’s Identity and Access Management (IAM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
9.	No data of any kind shall be transmitted, exchanged or otherwise passed to or accessed by other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
10.	The system/solution/service will encrypt sensitive data in transit and at rest using industry standard encryption protocols; encryption keys will be managed at least in part by the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
11.	All data will be stored, processed, and maintained solely on designated servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the organization’s designated backup and recovery processes.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
12.	All Information systems will be configured 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.
13.	Anti-Malware software will be installed, running and maintained on all systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
14.	All physical access to information systems will be controlled and restricted to only those with a need to physically access these systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
15.	The system/solution/service will be developed according to secure software development best practices (e.g., OWASP, etc.).	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
16.	Automated and manual software assurance assessment, testing and remediation processes are in place to detect security flaws in the underlying application code that could pose security risks.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
17.	The system/solution/service has capability to integrate with the State of Minnesota’s Security Incident Event Management (SIEM) system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
18.	The system/solution/service’s storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
19.	Firewalls are in place at the network perimeter and between the internal network segment and any DMZ.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
20.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
21.	Vulnerability tests (internal/external) 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.
22.	Online transactions must conform to reasonable commercial security standards and measures. Temporary files for all secure online transactions must be securely and permanently deleted when said transaction is complete	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
23.	The system/solution/service will comply with the National Institute of Standards and Technology (NIST) Recommended Security Controls for Federal Information Systems and Organizations, Special Publication 800-53 revision 4, for Moderate systems.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
24.	Independent Security audits of the system/solution/service, processes and data centers	Yes <input type="checkbox"/> No <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
	used to provide the services/solution are conducted at least annually. Audits are performed in accordance to SSAE16 SOC 2 or equivalent (e.g. FedRAMP) industry security standards. Contracted vendor will provide the most recent independent physical and logical audit results to the State of Minnesota.	n/a <input type="checkbox"/>	
25.	The organization will coordinate disaster recovery and business continuity processes and plans with the State of Minnesota and will provide the State of Minnesota with a detailed disaster recovery continuity of operations plan as part of their response.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
26.	The vendor must provide a detailed explanation of the security features that are built into the proposed system/solution/service.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
27.	The vendor and system/solution/product/service/proposal will comply with the requirements of the Minnesota Government Data Practices Act/Minnesota Statutes chapter 13 and applicable federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS)?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
28.	If Federal, state or industry compliance requirements pertain to the data (e.g. CJ, IRS 1075, PHI (HIPAA), SSA, PCI, Etc.) the system/solution/service will comply with the said security policy and industry best practice.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
29.	If CJ is in scope, organization staff (including employees, contractors and individuals working on behalf of the organization) that come in contact with CJ will pass an FBI fingerprinted background check and sign the FBI/CJIS Security Addendum/ Certification agreement	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
30.	All data received from the State of Minnesota or created, collected or otherwise obtained as part of this agreement will be owned solely by the State of Minnesota and all access, use and disclosure of the data	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Requirement	Response	Describe
	shall be restricted to only that which is required to perform the organization’s duties under this agreement.		
31.	Processes will be in place to securely destroy or delete State of Minnesota data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the State of Minnesota.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
32.	In the event of termination of the agreement, the organization shall implement an orderly return of State of Minnesota assets and the subsequent secure disposal of State of Minnesota assets.  During any period of suspension, the organization will not take any action to intentionally erase any State of Minnesota Data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
33.	An incident response plan is in place which includes notifying the State of Minnesota immediately of a known or suspected security or privacy incident involving State of Minnesota data.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

# Appendix D - Table of Accessibility Requirements

---

## VPAT Web Content Accessibility Guidelines 2.0 level AA

It is strongly recommended Technical Staff who are trained in Accessibility complete this form. Accessibility points will be awarded based on how accessible your product is. Comments section may be filled in to provide further explanation. NOTE: Minnesota only adopted VPAT level A and level AA standards.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i>				
1.1.1	<p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> <li>• Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.)</li> <li>• Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.)</li> <li>• Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>• Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content.</li> <li>• CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for</li> </ul>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
	<p>different types of sensory perception are provided to accommodate different disabilities.</p> <ul style="list-style-type: none"> <li>Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology.</li> </ul>			
<i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i>				
1.2.1	<p>Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> <li>Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> <li>Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content.</li> </ul>			
1.2.2	<p>Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>			
1.2.3	<p>Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>			
1.2.4	<p>Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)			
<i>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</i>				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)			
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)			
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)			
<i>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</i>				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)			
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
1.4.3	<p>Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA)</p> <ul style="list-style-type: none"> <li>• Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>• Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement.</li> <li>• Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>			
1.4.4	<p>Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)</p>			
1.4.5	<p>Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <ul style="list-style-type: none"> <li>• Customizable: The image of text can be visually customized to the user's requirements;</li> <li>• Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul>			

## Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i>				
2.1.1	Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)			
2.1.2	No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)			
<i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i>				
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) <ul style="list-style-type: none"> <li>• Turn off: The user is allowed to turn off the time limit before encountering it; or</li> <li>• Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or</li> <li>• Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple</li> </ul>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
	<p>action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or</p> <ul style="list-style-type: none"> <li>• Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or</li> <li>• Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li> <li>• 20 Hour Exception: The time limit is longer than 20 hours.</li> </ul>			
2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> <li>• Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and</li> <li>• Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential.</li> </ul>			
<i>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.</i>				
2.3.1	<p>Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)</p>			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.</i>				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)			
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)			
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)			
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)			
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)			
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)			
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 3.1 Readable: Make text content readable and understandable.</i>				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)			
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)			
<i>Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.</i>				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)			
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)			
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)			
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)			

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.</i>				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)			
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)			
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)			
3.3.4	<p>Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA)</p> <ul style="list-style-type: none"> <li>• Reversible: Submissions are reversible.</li> <li>• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>			

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
<i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i>				
4.1.1	Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)			
4.1.2	Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)			

# Appendix E – Proposal Cover Sheet

General Applicant Information			
Organization Name:			
Address:			
City, State, Zip:			
Federal or State Tax ID Number:			
Proposal Contact Name:		Title:	
Proposal Contact Email:		Phone:	

Project Information			
Project Title:	Cessation Services Contractor		
Project Director Name:		Title:	
Project Director Email:		Phone:	
Total Budget Amount Requested:			

The undersigned hereby affirms that the information contained herein is true and accurate to the best of the applicant's knowledge.			
Signature of Authorized Agency Representative:		Date:	
Print Name and Title:			

# Appendix F - Mandatory Requirement Compliance Form

Applicants must meet all of the following criteria to be eligible:

1. Each applicant must be either a nonprofit or a for-profit entity based in the United States.
2. Each applicant must comply with MDH’s Commercial Tobacco-Free Organizational Commitment.
3. Each applicant must have a verifiable track record of providing evidence-based cessation services for at least the past 5 years.
4. Each applicant must, to the extent required by law, be in full compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Minnesota Health Records Act. Full compliance with these and other regulations may require entering into business associate agreements to facilitate transfer of data.
5. Each applicant must provide and support, either in-house or through a subcontractor(s), the digital platforms, systems, processes, and protocols necessary to update and maintain web-based systems for registering for: intensive telephone-based coaching, the email support program, and the text messaging support program, and ordering and delivering NRT starter kits and all printed materials. Contractor must also follow web best practices and regulations (e.g., such as CANSPAM for email).
6. Each applicant must provide medical oversight and accept all liability for treatment services including but not limited to dosing and recommendation of nicotine replacement therapy (NRT) provided either by cessation coaches, or as a self-serve option as part of an NRT starter kit.
7. Applicant or applicant’s pharmacy must have the capacity to dispense and receive reimbursement for over-the-counter NRT to Minnesota Medicaid clients enrolled in the quitline. All requirements for registering as a pharmacy with the State of Minnesota must be fulfilled within one year of contract execution.

**This form must be signed by the organization’s chief executive responsible for ensuring that this organization meets the eligibility requirements.**

**Signature:**

**Print Name:**

**Date:**

**Title:**

**Organization:**

# Appendix G – Commercial Tobacco-Free Organizational Commitment<sup>1</sup>

The funded contractor may not accept funding from tobacco and e-cigarette companies nor their subsidiaries or parent companies during the contract funding period.

**Organization Name:** \_\_\_\_\_

Please check the following:

- The applicant named above hereby certifies that it will not accept funding from nor has an affiliation or contractual relationship with a tobacco or e-cigarette company, any of its subsidiaries, or its parent company during the term of the contract with the Minnesota Department of Health.

All applicants must provide a statement that their workplace is commercial tobacco free (including e-cigarettes), unless commercial tobacco use is prohibited by law.

Please check the following:

- The applicant named above hereby certifies its workplace is commercial tobacco free (including e-cigarettes), during the term of the contract with the Minnesota Department of Health.

## Certification

I, the official named below, hereby swear that I am legally authorized to bind the organization to the above described certification.

**Director of agency or other officially designated representative**

Signature	Date
Print name and title	

<sup>1</sup> All references to tobacco in this RFP refer to commercial, retail tobacco products (including cigarettes, cigars and cigarillos, shisha, smokeless tobacco, and electronic nicotine delivery systems like e-cigarettes), and not traditional tobacco that is used for spiritual or ceremonial purposes.