State of Minnesota
Minnesota Board of Water and Soil Resources

REQUEST FOR PROPOSAL

Compensation Planning Framework (CPF) for Bank Service Area, 1, 2, 3, 8, 9, and 10 in Minnesota
Date Posted: August 29, 2022

- Responses must be received not later than 2:00 p.m., Central Time, September 29, 2022
- Late responses will not be considered

Minnesota’s Commitment to Diversity and Inclusion

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mn.gov/admin/oep.

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

Rev. 12/19
# TABLE OF CONTENTS

**Solicitation Content**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SECTION 1 – INSTRUCTIONS TO RESPONDERS</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>SECTION 2 – SUMMARY OF SCOPE</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>SECTION 4 – PROPOSAL CONTENT</td>
<td>9</td>
</tr>
<tr>
<td>5</td>
<td>SECTION 5 – EVALUATION PROCEDURE AND CRITERIA</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>SECTION 6 – SOLICITATION TERMS</td>
<td>11</td>
</tr>
</tbody>
</table>

**Solicitation Attachments**

1. Attachment A: Bank Service Areas of Minnesota
2. Attachment B: CPF Outline
3. Attachment C: Responder Declarations
4. Attachment D: Exceptions to State's Terms and Conditions
5. Attachment E: Cost Proposal
6. Attachment F: Responder Forms
   - Veterans Preference Form
   - Workforce Certification Information
   - Equal Pay Certificate
7. Attachment G: References Form

**Sample Contract**

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: Sample Invoice
**SECTION 1 – INSTRUCTIONS TO RESPONDERS**

<table>
<thead>
<tr>
<th>Steps for Completing Your Response</th>
<th>Follow the steps below to complete your response to this Solicitation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1:</td>
<td>Read the solicitation document and ask questions, if any</td>
</tr>
<tr>
<td>Step 2:</td>
<td>Write your response</td>
</tr>
<tr>
<td>Step 3:</td>
<td>Sign and submit your response</td>
</tr>
</tbody>
</table>

| Incomplete Submittals            | A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected. |

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

**How to Ask Questions**

The contact person for questions is:

Dennis Rodacker  
dennis.rodacker@state.mn.us  
651-666-0913

Other personnel are not authorized to answer questions regarding this Solicitation.

**STEP 2 – WRITE YOUR RESPONSE**

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content.

**STEP 3 – SIGN & SUBMIT YOUR RESPONSE**

Submit your response by email to:

Board of Water and Soil Resources (BWSR)  
Attn: Dennis Rodacker  
dennis.rodacker@state.mn.us

Responses delivered by U.S mail will not be accepted. By signing this response, your company is making a binding legal offer for the period of time set forth below in Section 6, Paragraph 11, Conditions of Offer.

All costs incurred in responding to this solicitation will be borne by the Responder.

Must be received not later than **2:00 pm September 29, 2022**. Late responses will not be considered.
SECTION 2 – SUMMARY OF SCOPE

1. **Procurement Overview and Goals.**

The State of Minnesota Board of Water and Soil Resources (“State” or “BWSR”) is requesting proposals from qualified responders to prepare compensation planning frameworks (CPFs) for Bank Service Areas (BSA) 1, 2, 3, 8, 9, and 10 in Minnesota.

A CPF is a watershed-based mitigation plan/report that will guide the selection of wetland mitigation opportunities for the Local Government Road Wetland Replacement Program (LGRWRP) administered by the Board of Water and Soil Resources (BWSR). Preparation of the CPF will involve five main tasks:

1. Documentation of baseline conditions and trends
2. Cumulative impact assessment
3. Stakeholder engagement
4. Catchment prioritization
5. Report drafting and preparation

Respondents shall combine the bids on the CPFs into two groups and bid on one or both groups. One bid shall contain BSAs 1, 2, and 3, and a second bid for BSAs 8, 9, and 10. In addition, the BSA 9 CPF will incorporate BSA 10 and the northwest portion of BSA 8. However the Southeast portion of BSA 8 will be a stand-alone CPF. A map showing the location of BSAs in Minnesota are provided as Attachment A.

Development of the CPF will be a collaborative process with staff at BWSR working closely with the selected vendor as described in Section 2. The CPF will rely on existing, readily available spatial data and reports prepared by local, state, and federal agencies. Although no new field data will be collected, analysis, and processing of existing spatial data to modify, enhance, or create new data layers will be required. Work is anticipated to begin in October 24, 2022.

2. **Tasks and Deliverables.**

2.1 **Documentation of Baseline Conditions**

The baseline conditions section of the CPF sets the context for the analyses and catchment prioritization process that will occur later. This section focuses on watershed conditions and characteristics as they relate to wetland resources and their effect on watershed health. As a first step in the development of the baseline conditions section the vendor shall prepare a list of existing documents and data that will be consulted/referenced for this task. On previous CPFs BWSR has relied on state-wide Geographic Information System (GIS) data sets and MN DNR’s Watershed Health Assessment Framework (WHAF) data sources. In addition, documents including, Watershed Restoration and Protection Strategy (WRAPS) reports prepared by the MPCA, the One Watershed One Plan (1W1P) reports, MN Prairie Conservation Plan, as well as other state or local reports and studies. The vendor should assess the availability of these reports but also identify and obtain any additional reports, plans, or studies that would benefit CPF development. In most cases, the baseline condition information should be presented at the major watershed scale. The baseline condition section shall include the following topics.

1. **General description of the bank service area and each major watershed within the BSA.**
2. **Ecological Classification (MN DNR and USFS) described at the province, section, and subsection levels.**
3. **Pre-settlement vegetation using the Historical Vegetation Model (VEGMOD).**
4. **Wetlands, examining current wetland types, quantity, and distribution.**
5. **Lakes, examining the amount, size, and distribution.**
6. **Watercourses, examining the type, length, and distribution.**
7. **Altered watercourses, examining the type, length, and distribution.**
8. Water quality. Water quality impairments throughout the BSA should be identified and presented. However, a number of impairment parameters are not relevant to wetland restoration. BWSR staff will assist the vendor with identifying the impairments that will be retained in the CPF.

9. Land cover. Analysis of land cover and changes in land cover comparing the 2001, and 2016 National Land Cover Dataset (NLCD) or other data.

10. Perennial cover. Identification and assessment of perennial cover using the NLCD or other source(s) of data.

11. Sensitive species and plant communities. A summary based on Minnesota’s Native Plant Community Classification (Version 2.0) with emphasis on ranking of S3, S2, or S1. Other information to be reviewed includes the Minnesota Wildlife Action Network and the U.S. Fish and Wildlife Service list of threatened and endangered species and critical habitat for the BSA, and the Minnesota Prairie Conservation Plan where applicable.

In addition to these topics the vendor shall be prepared to address up to two additional topics that may arise from the stakeholder coordination process. Consistent with the approach above the treatment of these topics will be based on readily available existing information and should not require extensive data collection or research.

2.2 Cumulative Impact Analysis

The vendor shall conduct the necessary analyses and draft a narrative for the CPF that describes a cumulative wetland loss assessment to be presented at both the BSA and major watershed scales. BWSR will provide the method for comparing hydric soil mapping and the updated NWI mapping for Minnesota to establish the historic and current extent of wetlands. The cumulative loss is the difference between these two data sets, with areas identified as lakes or rivers excluded in the analysis. The vendor shall review the results of this analysis to identify any anomalous results and recommend modifications or revisions to the methodology.

To complete the cumulative impact analysis the vendor shall also examine and draft a narrative of permitting data, and a wetland banking analysis for 2016-2021. Both data sets will be provided by BWSR.

2.3 Watershed Trends and Threats

The vendor shall draft a narrative that summarizes the trends and threats of the BSA. The Trends section will focus on what is happening to the wetlands in both quantity and quality using recent studies from the MNDNR, PCA and, U.S Fish and Wildlife Service (USFWS). The Threats Section is a qualitative assessment of threats based on the results of the baseline condition results and stakeholder involvement.

2.4 Stakeholder Involvement

The vendor shall plan and facilitate up to three stakeholder meetings for each CPF during the contract period with assistance from BWSR staff. The stakeholder meetings will be held in yet to be determined locations.

The first meeting will be associated with presenting initial results of the baseline conditions portion of the CPF and soliciting feedback on any additional data sets that should be analyzed. The second meeting will be focused on identifying the criteria for the catchment prioritization process followed by a survey to weight the value of the prioritization data. The final meeting will be focused on the presentation of the prioritization process described in Sections 2.5 and 2.6 of this scope of work and a discussion of the results.

Each stakeholder meeting will last approximately two to four hours. The vendor shall also be prepared to participate/facilitate the meeting virtually if travel is not permitted for community health or other reasons. The vendor shall be responsible for the bulk of the presentations with BWSR coordination and review. The vendor shall
be responsible for preparing the stakeholder involvement section of the CPF based on their meeting notes and participation at the meetings.

2.5 Catchment Prioritization Process – Wetland Restoration

The vendor shall lead the formulation and implementation of a catchment prioritization process for wetland mitigation restoration projects with guidance from BWSR. A catchment is defined as the smallest delineated and digitized drainage area mapped by the Minnesota DNR Watershed Delineation Project. The process used by BWSR to prioritize catchments for restoration projects in other BSAs is described below. This process has been accepted by the resource agencies in Minnesota and was designed to satisfy the requirements contained in the Federal Mitigation Rule. Modifications/adjustments to the process may occur as part of the CPF development process but are not expected to be significant with respect to time and effort.

Catchment prioritization criteria will be identified through information obtained from stakeholders at the meetings identified in Section 2.4. BWSR staff with experience in watershed planning and wetland mitigation siting will serve as facilitators for this topic during the stakeholder meetings. Each criterion identified during the meetings will be evaluated to assess the availability and suitability of spatially explicit GIS data to represent it during the prioritization process. As a rule, a potential criterion must have the following qualities to be selected.

- The criterion represents a watershed health characteristic that affects or can be affected by the presence/absence of wetlands.
- The criterion represents a watershed characteristic that is generally present throughout the watershed which allows for comparison between and amongst catchments. There must also be enough variation in the criterion throughout the watershed such that comparisons are meaningful.
- GIS data at the catchment level is publicly available for the criterion.

GIS data representing each criterion will be associated with each catchment. If a catchment has not been assigned a value; a value will be calculated for each catchment using raw data. The resulting criterion scores are then normalized for each major watershed by dividing each catchment criteria value by the highest value in that major watershed. The normalized results are then broken into ten classes using GIS natural breaks in an ascending order of priority. In other words, low scores are catchments with lower potential for wetland mitigation to improve watershed health and high scores represent areas that would have a higher potential to improve watershed health. The process is completed for each criterion so that every catchment has a unique value for each criterion.

A total score for each catchment will be calculated by aggregating the respective criterion scores. These values are normalized and broken into ten classes and used to generate a composite map highlighting the areas where wetland mitigation is most desirable based on the input criteria. This output represents the unweighted catchment prioritization analysis.

The vendor shall also develop a composite catchment prioritization map that considers input from stakeholders obtained through the process described in Section 2.4. BWSR will provide the vendor with criterion weights obtained through an elicitation process. The purpose of the weighting process is to offer the stakeholders the option to put different preferences or “values” on individual criteria. The vendor shall be responsible for recalculating the criterion scores and producing a map displaying the weighted catchment prioritization process.

The final step in the catchment prioritization process is the identification of the prioritized catchments. The number and/or distribution of catchments identified as prioritized will a combination of weighted scores also taking into consideration the availability of restorable wetlands in those catchments. The vendor will identify the catchments to be prioritized and provide that information to BWSR staff for concurrence. The vendor will prepare maps and other supporting information (tabular results) for external coordination or report preparation.
2.6 Catchment Prioritization Process – Wetland Preservation (BSAs 1 and 2 Only)

The vendor, in cooperation with BWSR staff, will provide the formulation and implementation of a catchment prioritization process for wetland preservation projects. Using available information, the vendor shall identify high quality wetland resources/habitats currently present within BSA(s) that meet the conditions of the joint BWSR and Corps of Engineers Guidance document *U.S Army Corps of Engineers and Minnesota Board of Water and Soil Resources Guidance on Evaluating Potential Wetland Preservation Sites for Eligibility to Provide Compensatory Mitigation/Replacement in Minnesota* (October 2017). Using this information, the vendor shall develop a process for prioritizing the identified resources for preservation projects that considers watershed needs, other planning documents or studies including local stakeholder input. To the extent practicable, the vendor shall generally follow the prioritization process described in Section 2.5. The vendor will be provided with opportunities to engage stakeholders and solicit input on the preservation prioritization process as part of the stakeholder involvement described in Section 2.4. The outcome of this process will be a set of catchments where wetland preservation projects capable of producing mitigation credits would be prioritized including maps, supporting analyses, and a narrative of the process utilized.

2.7 Draft Compensation Planning Framework

The vendor shall prepare a draft CPF that contains the narratives, maps, analyses, and other information described in Sections 2.1 through 2.6. A recommended outline for the CPF is provided in Attachment B. The draft document will be reviewed by BWSR staff who will provide written review comments on the content and format of the draft CPF.

2.8 Final Compensation Planning Framework

The vendor shall prepare a final CPF that contains the narratives, maps, analyses, and other information described in Sections 2.1 through 2.6 and addresses to BWSR’s comments provided during review of the Draft CPF.

Deliverables and Requirements

i. The vendor will work closely with BWSR to complete the work for the contract.

ii. The vendor shall prepare a summary of each of the stakeholder meetings.

iii. The vendor shall prepare, with BWSR assistance, presentations and maps for stakeholder meetings.

iv. A draft CPF for BWSR internal review consisting of an electronic copy of the CPF and up to three paper copies of the document including all maps and figures.

v. A final CPF consisting of an electronic copy of the CPF up to five paper copies of the document including all maps and figures.

vi. Electronic files for all GIS analyses conducted in support of the CPF such that BWSR staff will be able to replicate and update the catchment prioritization process in the future.

vii. A written narrative (memo format is acceptable) and notes describing how each criterion was established for the prioritization process including the source of the geospatial data, any processing that was done, and any other modifications completed to generate unweighted and weighted catchment values.

This request for proposal 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.
3. **Minimum Qualifications include:**
   - At least one individual with a minimum of 10 years of experience with the Minnesota Wetlands Conservation Act and Section 404 of the Clean Water Act and watershed assessment and planning in Minnesota and a combined team experience of 20 years in this area.
   - At least one individual with a minimum of 5 years of experience with the requirements of the Federal Mitigation Rule (33 CFR 332) with respect to the review and approval of wetland banks or in-lieu fee programs
   - A minimum of 5 years of professional experience with geographic information systems (GIS) conducting watershed scale assessments for the identification, management, or evaluation of natural resources.

4. **Preferred Qualifications Include:**
   - Experience with watershed-based mitigation prioritization documents
   - Experience developing comprehensive natural resource management plans
   - Experience leading or facilitating large stakeholder meetings
   - Demonstrated experience with In-Lieu Fee Program development

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

1. **Anticipated Contract Term.**
The term of this contract is anticipated to be from October 2022-October 2024, with the option to extend an additional 3 years in increments determined by the State.

2. **Question and Answer Period.**
Prospective responders who have any questions regarding this solicitation may contact:

   Dennis Rodacker  
   Board of Water and Soil Resources  
   Dennis.rodacker@state.mn.us

All questions should be submitted no later than the date and time listed in Step 1, Instructions to Responders. The State is not obligated to answer questions submitted after the questions/clarifications due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. **Additional Tasks or Activities.**
Responders are encouraged to propose additional tasks, activities, or goods if they will substantially improve the results of this procurement. These items should be separated from the required items on the cost component of the response.

4. **Response Submission Instructions.**
   All proposals must be sent by email to:

   Dennis Rodacker  
   Board of Water and Soil Resources  
   Dennis.rodacker@state.mn.us

All proposals must be received by email not later than the date and time listed in Section 1, Instructions to Responders.
Late responses will not be considered. Mail and fax responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the responder.

All responses should include the following separately attached documents, unless otherwise specified:

1. Technical Proposal
2. Cost Component

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

Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control.

SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. Project Objectives. A statement of the objectives, goals, and tasks to show or demonstrate the responder’s view and understanding of the nature of the contract.

2. Work Plan and Deliverables. A description of the deliverables to be provided by the responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. The detailed workplan should contain a staffing plan and a timeline for completing the tasks.

3. Qualifications and Experience. Responder should provide an outline of background and experience with examples of similar work done by the Responder and a list of personnel who will conduct the project, detailing their training, work experience, and how they meet the Minimum and Preferred Qualifications detailed in this solicitation. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

4. References. Responder should complete and submit Attachment G: Reference Form”, with their response. Responder should submit 2 completed reference forms with each reference’s company name and contact information with their response. Once Responder’s response is received, the Solicitation Administrator will send the same form to Responder’s reference(s) for each reference to fill out and return to the Solicitation Administrator.

5. Cost Proposal Detail. Complete and submit Attachment E: Cost Proposal, attached to this solicitation.

6. Additional Requested Documentation.

- Sample Invoice. Prior to award, a successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved, Contractor may not materially change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State.

Submit all requested documentation, including, but not limited to, the following documents:
1. Attachment C: Responder Declarations  
2. Attachment D: Exceptions to State's Terms and Conditions  
3. Attachment E: Cost Proposal  
4. Attachment F: Responder Forms  
   - Veterans Preference Form  
   - Workforce Certification Information  
   - Equal Pay Certificate  
5. Attachment G: References Form  

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. A point system will be used to create the final evaluation recommendation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements  
- Phase 2 - Evaluate responses  
- Phase 3 - Select finalist(s)

1. Phase 1 – Responsiveness and Pass/Fail Requirements:  
The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

   Mandatory Requirements. The following will be considered on a pass/fail basis:
   - Responses must be received by the due date and time specified in this RFP.
   - The proposed team must be able to show the Minimum Qualifications:

   Minimum Qualifications:
   - At least one individual with a minimum of 10 years of experience with the Minnesota Wetlands Conservation Act and Section 404 of the Clean Water Act and watershed assessment and planning in Minnesota and a combined team experience of 20 years in this area.
   - At least one individual with a minimum of 5 years of experience with the requirements of the Federal Mitigation Rule (33 CFR 332) with respect to the review and approval of wetland banks or in-lieu fee programs
   - A minimum of 5 years of professional experience with geographic information systems (GIS) conducting watershed scale assessments for the identification, management, or evaluation of natural resources.

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

   Responses will be rated as follows:

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

   1. Expressed Understanding of Project Objectives    15%  
   2. Work Plan and Deliverables         30%  
   3. Qualifications and Experience       25%  
   4. Cost Detail                           30%

   It is anticipated that the evaluation and selection will be completed by October 13, 2022.
SECTION 6 – SOLICITATION TERMS

1. **Competition in Responding.**
The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

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

3. **Data Security - Foreign Outsourcing of Work is Prohibited.**
All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

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

5. **Withdrawing Response.**
Before the time for responding has ended, a responder may withdraw its response. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the contact person for this solicitation in writing of the desire to withdraw.

After the time for responding has ended, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the contact person for this solicitation within a reasonable time and prior to the State’s detrimental reliance on the response.

6. **Rights Reserved.**
The State reserves the right to:

- reject any and all responses received;
- waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- negotiate with the highest scoring Responder[s];
- terminate negotiations and select the next response providing the best value for the State;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Award by item (including category, location, etc.), by groups of items, or all items, therefore, the Responder is encouraged to offer a response for all items
- Award by location
- Interview key personnel or references; and
- Request a best and final offer from one or more Responders.

7. **Evaluation of Responses.**
The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.
8. **Samples and Demonstrations.**
Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder’s expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

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

10. **Nondisclosure of Confidential Information.**

   10.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense. The State reserves the right to request additional information as part of the evaluation process.

   10.2 The State does not consider cost to be trade secret material, as defined by Minn. Stat. § 13.37.

11. **Conditions of Offer.**
Unless otherwise approved of by the State in writing, the cost proposal and terms offered in its response pertaining to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

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

13. **Requirements Prior to Contract Execution.**
Contract documents, including the insurance requirements stated in the Solicitation, must be submitted to the State prior to contract execution. Failure to comply may result in cancellation of the award.
Attachment B

Sample CPF Outline

1. Introduction
2. General Description of BSA
3. General Descriptions of Major Watersheds
4. Ecological Classification
5. Baseline Conditions
   a. Pre-settlement vegetation
   b. Wetlands
   c. Lakes
   d. Watercourses
   e. Altered watercourses
   f. Water quality
   g. Land cover
   h. Perennial cover
   i. Sensitive species and plant communities
6. Cumulative Impact Analysis
   a. Wetland Loss
   b. Permitting Data
   c. Wetland Banking Analysis
7. Watershed Trends and Threats
8. Stakeholder Involvement
9. Catchment Prioritization Process
   a. Wetland Restoration
   b. Wetland Preservation (BSAs 1 and 2 only)
10. Prioritized Catchments
11. Summary
12. References
ATTACHMENT C: RESPONDER DECLARATIONS

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

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Organizational Conflicts of Interest.** To the best of Responder’s knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

   1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
   2. the vendor’s objectivity in performing the contract work is or might be otherwise impaired; or
   3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State’s Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over $100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

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

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

Company Name: __________________________

Signature: ________________________________

Printed Name: ____________________________

Title: _________________________________

Date: _______________________________

Phone Number: __________________________

Email Address: __________________________
ATTACHMENT D: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS

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

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

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

<table>
<thead>
<tr>
<th>Clause and Page Number</th>
<th>Suggested Change to Clause</th>
<th>Explanation or Justification</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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

Signature: 

Printed Name: 

Title: 

Date: 
ATTACHMENT E: COST PROPOSAL

Responders must submit a cost proposal. The rate(s) identified must include all costs, including but not limited to the list below. A sample cost proposal is illustrated below.

- Names of staff
- Estimation of staff hours
- Hourly Rates
- Total labor costs
- Travel expenses
- Other charges.

The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Submit the Attachment C: Cost Proposal as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response. The Proposal must be open for acceptance until a contract is executed, the Solicitation is cancelled, or 180 days after the due date and time of the Solicitation, whichever comes first.

Sample Cost Proposal

<table>
<thead>
<tr>
<th>Project Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Personal</td>
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<tr>
<td></td>
</tr>
<tr>
<td>$ Rate per Hour/Unit</td>
</tr>
<tr>
<td>Units</td>
</tr>
<tr>
<td>Task 1: Documentation of Baseline Conditions and Trends</td>
</tr>
<tr>
<td>Task 2: Cumulative Impact Analysis</td>
</tr>
<tr>
<td>Task 3: Stakeholder Engagement</td>
</tr>
<tr>
<td>Task 4: Catchment Prioritization Process</td>
</tr>
<tr>
<td>Task 5: Draft Compensation Planning Framework</td>
</tr>
<tr>
<td>Task 6: Final Compensation Planning Framework</td>
</tr>
<tr>
<td>Total Project Hours</td>
</tr>
</tbody>
</table>
ATTACHMENT F: RESPONDER FORMS

STATE OF MINNESOTA
VETERAN-OWNED PREFERENCE FORM

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the 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 – WORKFORCE CERTIFICATE INFORMATION

Information required for ALL bids or proposals that could exceed $100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business 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).

☐ Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of $100,000 can be executed with the State of Minnesota or other covered entities.

**BOX B – EXEMPT COMPANIES** that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

☐ We attest to MDHR that 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.

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

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Title</td>
</tr>
</tbody>
</table>

For assistance with this form, contact:
Minnesota Department of Human Rights
Email: compliance.mdhr@state.mn.us MN Relay: 711/ 1-800-627-3529

Rev. 7/21
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.

**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.

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.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name</th>
<th>Title</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Organization</th>
<th>MN/FED Tax ID#</th>
<th>Date</th>
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</table>

<table>
<thead>
<tr>
<th>Issuing Entity</th>
<th>Project # or Lease Address</th>
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</thead>
<tbody>
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</table>
ATTACHMENT G: REFERENCE FORM

Responder/Company Name:
Contact Name:
Address:
Email:
Phone Number:

1. Description of project(s):

2. Dates of Engagement:

3. Were the project(s) completed on budget? If not, please explain.

4. Were the project(s) complete on time? If not, please explain.

5. What went well with the project(s)?

6. What could have gone better with the project(s)?
This Contract is between the State of Minnesota, acting through its MN Board of Water and Soil Resources (“State”) and XXX whose designated business address is XXXX (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

1. State issued a solicitation identified as Compensation Planning Framework (CPF) for XXXX (BSA XXXX) on DATE to prepare a compensation planning framework (CPF) for the XXXX Bank Service Area in Minnesota (BSA XXX). (“Solicitation”);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. April X, 2021 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. April 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 months, in increments as determined by the State, through a duly executed amendment.

2. Contractor’s Duties

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

The Contractor, who is not a State employee, shall:

Shall provide the services as further described in Attachment C Work Plan and Attachment D Budget. Attachment C Work Plan and Attachment D Budget are incorporated into this contract.
“no terms or conditions of the Contractor’s proposal will be construed to modify, diminish, or derogate the terms and conditions of this Contract.”

3. **Representations and Warranties**

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

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

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

4. **Time**

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

5. **Consideration and Payment**

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

5.1.1 Compensation. The Contractor will be paid $XXX (XXXX) “in accordance with the breakdown of costs as set forth in Exhibit D.” or “Following acceptance of the deliverables described in this Contract.”

5.1.2 Travel expenses. If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed $XXXX. 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.

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

5.2 Payment.
5.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule: Quarterly.

5.2.2 Invoices should contain the SWIFT Contract number, Purchase Order number, and the Project Managers name. Invoices should be sent to BWSR.invoices@state.mn.us.

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

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

6. Authorized Representative

The State’s Authorized Representative is Dennis Rodacker, 520 Lafayette Road, St. Paul, MN 55155, dennis.rodacker@state.mn.us, 651-666-0931, or his successor. and has the responsibility to monitor the Contractor’s performance.

Contractor’s Authorized Representative. The Contractor’s Authorized Representative is Julie Blackburn, Environmental Practice Group Leader at the following business address and telephone number: 115 East Hickory Street + Suite 300, 507-387-6651, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

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

   Exhibit A: Contract Terms
   Exhibit B: Insurance Terms
   Exhibit C: Work Plan
   Exhibit D: Budget

1. State Encumbrance Verification
   Individual certifies that funds have been

3. State Agency
   With delegated authority
encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: ____________________________
Signature: ____________________________
Title: ___________________ Date: __________
SWIFT Contract No.: ___________________

2. Contractor
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: ____________________________
Signature: ____________________________
Title: ___________________ Date: __________

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print name: ____________________________
Signature: ____________________________
Title: ___________________ Date: __________
Exhibit A: Contract Terms

1. **Prompt Payment and Invoicing.**

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

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

1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit A, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate.

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

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. **Termination.**

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days’ written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.
State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State’s receiving notice.

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

5. Indemnification.

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

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

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

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

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

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

8. Subcontracting and Subcontract Payment.

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

After the effective date of the Contract, the Contractor shall not, without prior written approval of the Contract Administrator, subcontract for the performance of any of the Contractor’s obligations that were not already
approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Contract Administrator, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

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

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

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

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

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


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

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

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

11.1.3“Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees,
agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Works” includes Documents.

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

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

11.4 Obligations.

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

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

11.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
12. Copyright.
The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

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

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

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

16. Publicity and Endorsement.

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

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

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

18.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor’s failure to comply with federal requirements.

18.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor’s certification is a material representation upon which the Contract award was based.


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

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

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


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

22. Affirmative Action Requirements

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

22.1 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.

22.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

Rev. 6/2020 Page 10 of 18
22.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

22.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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

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

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

23. Equal Pay Certification.
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

24. IT Accessibility Standard.
Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.
The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product’s or service’s accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor’s Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service’s accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

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

1. **Notice to Contractor.**

   1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

   1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.

   1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

   1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s Authorized Representative upon written request.

2. **Notice to Insurer.**

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

   2.2 Insurance certificate holder should be addressed as follows: [XXX has to provide.]

   [Insert Agency Mailing Address]

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

   3.1 Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor’s performance under this Contract.

   3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State.

   3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles.

   3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

   3.5 Contractor’s policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

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

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

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

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

The following coverages shall be included:

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

4.2 Commercial Automobile Liability Insurance. [Auto Liability insurance is only applicable if the contractor, contractor’s employees, or subcontractors will be driving on state property or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of the state.] Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

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

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

Evidence of Subcontractor insurance shall be filed with the Contractor.

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

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident
If Minn. Stat. § 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers’ Compensation requirements.

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

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

- $2,000,000 - per claim or event
- $2,000,000 - annual aggregate

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

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

[If Contractor’s duties are fully described in Contract Section 2, indicate this page is “Intentionally Left Blank.”]
Exhibit D: Pricing

[If payment is fully described in Contract Section 5, indicate this page is “Intentionally Left Blank.”]
Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State’s Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:  

- Customer name
- State Contract number field
- Service description
- Explanation of work performed per charge indicated on the invoice [this could address number of hours worked or deliverables completed – customize as appropriate]