



MINNESOTA JUDICIAL BRANCH

Request for Proposal for Job Applicant Criminal Background Checks

The Human Resources and Development Division of the State Court Administrator's Office of the Minnesota Judicial Branch (MJB) is using a competitive selection process to obtain a list of vendors who would be able to provide criminal background checks for job applicants.

The request for proposal does not obligate the MJB to award a contract or complete the project, and the MJB reserves the right to cancel the solicitation if it is considered to be in its best interest.

Interested party's submissions must be in writing and received by the MJB no later than 4:30 CST, March 26, 2025. The sealed proposal must be submitted in an electronic searchable PDF format via email; no facsimile or paper submissions will be accepted:

Sara Kujawski
Human Resources and Development
Minnesota Judicial Branch
Sara.Kujawski@courts.state.mn.us

A complete copy of the Request for Proposal may be found on the Minnesota Judicial Branch website (in the News and Announcements/Public Notices section) at www.mncourts.gov.



MINNESOTA JUDICIAL BRANCH

Request for Proposals: Criminal Background Checks

1/27/2025

1. REQUEST FOR PROPOSALS

- A. **Defined:** The State Court Administrator’s Office of the Minnesota Judicial Branch is using a competitive selection process to select possible vendors to provide criminal background checks for job applicants.

- B. **Right to Cancel:** The State is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The State reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the State shall not have any liability to any proposer for any costs or expenses incurred in connection with this request for proposals or otherwise. The State also reserves the right to reject any or all proposals, parts of proposals, to waive any informalities therein, and to extend proposal due dates.

2. PROJECT OVERVIEW/SCOPE OF WORK

The Minnesota Judicial Branch is seeking proposals from vendors to provide criminal background checks for job applicants once a contingent offer of employment has been made and accepted. Please indicate if your system is compatible with Oracle Cloud Human Management solutions.

3. SUBMISSION REQUIREMENTS

A. General Requirements

- 1. Certificate of Insurance. Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor’s RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. See Section XV of the sample State contract in Appendix 3 for details on additional insurance requirements that must be provided on request of the State.

- 2. Workforce and Equal Pay Certification. The RFP response must include a completed Workforce and Equal Pay Declaration Page, which is attached as Appendix 1.

3. Non-collusion Affirmation. Vendor must complete the Affidavit of Non-collusion (Appendix 2) and include it with its RFP response.
4. Contract Terms. The State's standard service contract template is set forth in Appendix 3 (contract). No work can be started until a contract, in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The template included in the appendix is a sample form.
 - a. The Vendor's RFP response must include the Vendor's standard licensing, nondisclosure, maintenance, services and billing/invoicing procedures. By submitting a response to this RFP, Vendor understands and agrees that much of the language included in the State's attached standard service contract reflects requirements of Minnesota law and may not be modified.
 - b. Vendors requesting additions or exceptions to the State's standard terms and conditions shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address requests for exceptions to its standard terms and conditions with the highest scoring Vendor during contract negotiation.
5. Evidence of Security Measures and Security Questionnaire. Vendor's RFP must provide evidence of Vendor's security measures as an indicator of Vendor's ability to provide security for judicial branch records. A security questionnaire is included as Appendix 4: Security Questionnaire. MJB rules of public access permits vendors to submit evidence of security measures as trade secret information according to the following:
 - a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential".
 - c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for security measures information submitted in accordance with this section and financial stability information submitted in accordance with the following section, do not place any information in your proposal that you do not want revealed to the public.

The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

6. Evidence of Financial Stability. Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow. Financial Stability-Related Trade Secret. MJB rules of public access permits vendors to submit evidence of security measures as trade secret information according to the following:
 - a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;
 - b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document file (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"
 - c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

Except for financial stability information submitted in accordance with this section and security measures information submitted in accordance with the previous section. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. Product/Service Submission Requirements

1. Pricing must be listed by services provided. Specifications include all criminal conviction records (generally these include gross misdemeanors, felonies and a limited number of "targeted" misdemeanors) available to the vendor through the following searches:
 - a. Social Security Number Trace

- b. Search based on last 10 years of residence
2. Provide price information for the search, itemized pricing for additional searches based on states of residence.
3. Pricing must include response time for results after submission of request to the vendor.

4. PROPOSAL SUBMISSION DETAILS

A. Proposal Timeline

1. Posting Date MJB Court Public Website [MJB Court Public Website - Public Notice](#): 8:00 AM (CST) Wednesday, February 5, 2025.
2. Questions Due: 4:30 PM (CST) Wednesday, February 19, 2025
3. Answers Posted by: 4:30 PM (CST) Thursday, February 27, 2025
4. Proposal Submission Deadline: 4:30 PM (CST) Wednesday, March 26, 2025.
5. Vendor conferences will be scheduled if needed.
6. Subsequent selection as soon thereafter as possible.

B. Amendments

Any amendments to this RFP will be posted on the Judicial Branch website.

C. Questions

Questions about this RFP must be submitted in writing via email and directly to the State's sole point of contact:

Sara Kujawski
Human Resources and Development
Minnesota Judicial Branch
Sara.Kujawski@courts.state.mn.us

All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than 4:30 pm CST on Wednesday, February 19, 2025. Other court personnel are not allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

Answers to Questions. Timely submitted questions and answers will be posted on the Judicial MJB website by 4:30 pm CST on Thursday, February 27, 2025, and will be accessible to the public and other proposers.

D. Proposal and Submittal Address

Your proposal must be submitted in an electronic searchable PDF format via email by Wednesday, March 26, 2025 at 4:30 PM (CST) to:

Sara Kujawski
Human Resources and Development
Minnesota Judicial Branch
Sara.Kujawski@courts.state.mn.us

No facsimile or paper submissions will be accepted.

E. Signatures

Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm.

F. Deadline, Opening

Proposals must be received no later than 4:30 pm CST on Wednesday, March 26, 2025. Proposals will be opened the following business day. Do not place any information in your proposal that you do not want revealed to the public. All documentation submitted with the proposal, including the proposal, will become the property of the State.

G. Late Proposals

Late proposals will not be accepted.

5. PROPOSAL EVALUATION

A. The State will evaluate all complete proposals received by the deadline

Incomplete proposals, late proposals, or proposals sent to any other address will not be considered.

B. The evaluation of all proposals shall be based upon deriving the “Best Value”

Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not

meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:

1. Cost estimate;
 2. Vendor's ability to meet service needs;
 3. Vendor's past performance by submitting at least three (3) client references;
 4. Product line security measures (hard drive overwrite/ISO 15408 certified).
- C. The State reserves the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.**
- D. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process.**
- E. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained.**

The information obtained will be used in determining the alternative that best meets the needs of the State.

APPENDIX I

1. WORKFORCE AND EQUAL PAY DECLARATION PAGE

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

Select one:

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

Select all that apply

We are a Certificate holder:

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

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

- Workforce Certificate Application date: Click or tap to enter a date.
- Equal Pay Certificate Application date: Click or tap to enter a date.

We have not applied for one nor both certificates

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

We are exempt:

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

Business Information

- Vendor/Supplier ID:
- Business Name:
- Name of Contracting Agency:
- Authorized Signatory Name:
- Title:
- Date:
- Signature:
- Email:
- Phone:

For assistance with this form, email the Minnesota Department of Human Rights
Compliance.MDHR@state.mn.us

APPENDIX 2

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

(Must be submitted with Response)

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

- That I am the proposer (if the proposer is an individual), a partner in the company (if the proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the proposer is a corporation);
- That the attached proposal submitted in response to the [Click or tap here to enter text.](#) Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
- That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
- That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name:

Proposer's Firm Name:

Authorized Signature:

Date:

APPENDIX 3

STATE OF MINNESOTA CONTRACT

Contract for Services (non-technology related)

THIS CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Click or tap here to enter text., address Click or tap here to enter text. (hereinafter "STATE") and Click or tap here to enter text., an independent contractor, not an employee of the State of Minnesota, address Click or tap here to enter text. (hereinafter "CONTRACTOR"),

WHEREAS, the STATE, pursuant to Minnesota Statutes 2024, Section Click or tap here to enter text., is empowered to Click or tap here to enter text., and Click or tap here to enter text.

WHEREAS, the STATE desires to but lacks sufficient staff, and Click or tap here to enter text.

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

I. **DUTIES.** CONTRACTOR, who is not a STATE employee, shall **Click or tap here to enter text.**

II. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the STATE as follows:

1. Compensation: Click or tap here to enter text.

2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR performance of this contract in an amount not to exceed Click or tap here to enter text. dollars (\$Click or tap here to enter text.); provided, that CONTRACTOR shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Judicial Branch Policy on Employee Travel and Business Expense Reimbursement Procedure. CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. The total obligation of the STATE for all compensation and reimbursements to CONTRACTOR shall not exceed Click or tap here to enter text. dollars (\$Click or tap here to enter text.).

B. **Terms of Payment.** Payments shall be made by the STATE promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VII. An invoice shall be submitted on the fifteenth day of each month for billable costs incurred by the CONTRACTOR during the immediately preceding Click or tap here to enter text..

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

IV. **CONDITIONS OF PAYMNET.** All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

V. **TERM OF CONTRACT.** This contract shall be effective on Click or tap to enter a date. and shall remain in effect until Click or tap to enter a date. or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **CONTRACTOR UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED, AND THE STATE'S AUTHORIZED REPRESENTATIVE NOTIFIES CONTRACTOR TO BEGIN WORK.**

VI. **CANCELLATION.**

A. This contract may be cancelled by the STATE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to CONTRACTOR. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, CONTRACTOR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide CONTRACTOR notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.

VII. **STATE'S AUTHORIZED REPRESENTATIVE.** The STATE'S Authorized Representative for the purposes of administration of this contract is Click or tap here to enter text. Such representative

shall have final authority for acceptance of CONTRACTOR'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Section II (B).

- VIII. **ASSIGNMENT.** CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which CONTRACTOR may be merged, acquired or consolidated or which may purchase all or substantially all of the business assets of CONTRACTOR. CONTRACTOR shall notify the STATE in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The STATE reserves the right to require the acquiring person/entity to promptly become a signatory to this contract and any and all amendments or other document so as to help assure the full performance of this contract.
- IX. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- X. **LIABILITY.** CONTRACTOR shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies CONTRACTOR may have for the STATE'S failure to fulfill its obligations pursuant to this contract.
- XI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.
- XII. **CONFIDENTIALITY, DISCLOSURE AND USE.** CONTRACTOR shall not disclose to any third party any information that is both: (A) made available by the STATE or its agents to CONTRACTOR in order to permit CONTRACTOR to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the CONTRACTOR receives a request to release the information referred to in this Clause, the CONTRACTOR must immediately notify the STATE. The STATE will give the CONTRACTOR instructions concerning the release of the information to the requesting party before the information is released.
- XIII. **RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS.**

- A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors either individually or jointly with others and which arise out of the performance of this contract, including any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or documents (hereafter "MATERIALS"). CONTRACTOR hereby assigns to the STATE all rights, title and interest to the MATERIALS. CONTRACTOR shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created by CONTRACTOR, its employees or subcontractors, individually or jointly with others shall be considered "works made for hire" as defined by the United States Copyright Act. CONTRACTOR shall remit all of the MATERIALS to the STATE upon completion, termination or cancellation of this contract. CONTRACTOR, its employees and subcontractors shall not copy, reproduce, allow or cause to have the MATERIALS copied or reproduced or used for any purpose other than the performance of the CONTRACTOR'S obligations under this contract without the written permission of the STATE'S authorized representative. Nothing in this Article shall be construed to limit the CONTRACTOR'S obligation to comply with Article XI of this contract.
- B. CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Without limiting section X, CONTRACTOR shall indemnify and defend the STATE at CONTRACTOR'S expense from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.
- - If such a claim or action arises, or in CONTRACTOR'S or the STATE'S opinion is likely to arise, CONTRACTOR shall, at the STATE'S discretion, either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. AFFIRMATIVE ACTION.

- A. **Covered Contracts and Contractors.** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of

business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a “Workforce Certificate”), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in MN or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”

- B. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the “Commissioner” as indicated by a Workforce Certificate. The law addresses the issuance of fines, and suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. Minn. R. Parts 5000.3400-5000.3600 provide:
 - 1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 2. **Disabled Workers.** The contractor must comply with the following affirmative action requirements for disabled workers:

- a. The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- D. **Consequences.** The consequences for a contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, issuance of fines, or suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the STATE.
- E. **Certification.** CONTRACTOR hereby certifies and warrants that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600

(including, where applicable, federal affirmative action requirements) and is aware of the consequences for non-compliance.

XV. **WORKERS' COMPENSATION.** In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, the CONTRACTOR shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

XVI. **ANTITRUST.** CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVII. **OTHER PROVISIONS.**

A. **Warranties.**

1. **Original Works.** In performing its obligations hereunder, CONTRACTOR will not use or incorporate any trade secret information or copyrighted works of authorship of CONTRACTOR or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by CONTRACTOR in performing the duties under this contract will be original and will not violate or infringe upon the rights of any third party.
2. **Professional Services.** CONTRACTOR represents and warrants to the STATE that it has the proper training, skill and background so as to be able to perform all services required of CONTRACTOR pursuant to this contract in a competent and professional manner, and all such work shall be of professional quality.
3. **Mutual Representations and Warranties.** CONTRACTOR and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.

B. **Injunctive Relief.** Without limiting section X, CONTRACTOR acknowledges that the STATE will be irreparably harmed if CONTRACTOR'S obligations under sections XII and XIII of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by CONTRACTOR of its obligations. Therefore, CONTRACTOR agrees that the STATE shall be entitled to an

injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by CONTRACTOR without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. CONTRACTOR shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.

- C. **Relationship of the Parties.** CONTRACTOR is an independent contractor and shall not be deemed for any purpose to be an employee of the STATE.
1. Within the Scope of Work, Independent Contractor shall retain sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract. CONTRACTOR may conduct other business unrelated to this contract during the term of this contract as long as it does not affect in any significant way CONTRACTOR'S performance under this contract and CONTRACTOR's compliance with all other terms and conditions of this contract.
 2. CONTRACTOR understands and agrees that the STATE is not withholding any taxes from the fees paid to CONTRACTOR pursuant to this contract and that CONTRACTOR is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to CONTRACTOR pursuant to this contract. Without limiting section X, CONTRACTOR will indemnify the STATE for any damages or expenses, including attorney's fees, and legal expenses, incurred by the STATE as a result of CONTRACTOR's failure to pay any such taxes or other amounts. At the STATE's request, CONTRACTOR shall provide proof of payment of any such required taxes or other amounts.
 3. CONTRACTOR will pay interest on late payments to its permitted subcontractors as specified in Minn. Stat. § 16A.1245.
 4. This contract shall not be considered or construed to be a partnership or joint venture. Neither CONTRACTOR nor the STATE shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
 5. CONTRACTOR hereby waives and foregoes the right to receive any benefits given by the STATE to its regular employees, including, but not limited to, health benefits and vacation and sick leave benefits. CONTRACTOR agrees that if any government agency or court of law claims that CONTRACTOR is an employee, CONTRACTOR agrees that CONTRACTOR is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the CONTRACTOR by virtue of CONTRACTOR's services to the STATE, and is effective for the entire duration of this contract. This waiver is effective

independently of CONTRACTOR's employment status as adjudged for taxation purposes or for any other purpose.

- D. **Consent to Release of Certain Data.** Under Minn. Stat. § 270C.65 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring CONTRACTOR to file state tax returns and pay delinquent state tax liabilities, if any.
- E. **Publicity and Endorsement.** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for CONTRACTOR individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work. CONTRACTOR must not claim that the STATE endorses its products or services.
- F. **Notices.** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to CONTRACTOR; (2) at the address first set forth herein, if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155; or (3) at such other address of which written notice has been given in accordance herewith.
- G. **Non-Exclusivity.** This contract shall not preclude CONTRACTOR from developing materials outside this contract that are competitive, irrespective of their similarity to materials delivered to the STATE under this contract; provided, however, that such materials prepared by CONTRACTOR shall not violate the nondisclosure and intellectual property provisions of this contract. Nothing in this contract shall be construed as precluding or limiting in any way the right of CONTRACTOR to provide services of any kind to any person or entity as CONTRACTOR in its sole discretion deems appropriate.

- H. **Facilities and Use Conditions.** Without limiting CONTRACTOR's responsibilities under any other section of this contract, to the extent that CONTRACTOR utilizes STATE provided on-site facilities (including, but not limited to, computers, desks, Internet connections, etc.) to perform CONTRACTOR's duties under this contract, CONTRACTOR must comply with all policies of the STATE and the Minnesota judicial branch as they relate to the acceptable use or operation of STATE facilities, including, without limitation, the Minnesota State Court System Policies on the Use of the Internet and Other Electronic Communication Tools and Drug Free Workplaceas the same may be amended and replaced from time to time .
- I. **Equal Pay Certificate.** The STATE cannot enter into an agreement that exceeds \$500,000 with a CONTRACTOR who has 40 or more full time employees in Minnesota or a state where CONTRACTOR has its primary place of business, on a single day during the prior twelve months, unless CONTRACTOR has a valid Equal Pay Certificate issued by the Minnesota Department of Human Rights or has certified in writing that it is exempt. CONTRACTOR certifies that it is in compliance with Minnesota Statutes section 363A.44 and is aware of the consequences for non-compliance. CONTRACTOR represents and warrants that as of the effective date of this contract CONTRACTOR employs less than 40 full-time employees on a single working day. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in Minnesota or another state CONTRACTOR must comply as provided in this Equal Pay Certificate section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.
- J. **Miscellaneous.**
1. The provisions of sections VII, X, XI, XII, XIII, XVI, and XVII shall survive any cancellation or termination of this contract as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
 2. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

3. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. CONTRACTOR hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
4. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
5. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern.

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

1. CONTRACTOR

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By:

Title:

Date:

By:

Title:

Date:

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

By:

Title:

Date:

2. STATE

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By:

Title:

Date:

By:

Title:

Date:

4. Chief Justice of the Minnesota Supreme Court (Per policy for procurement exceeding \$500,000)

By:

Title:

Date:

5. Approved as to form and execution for STATE by:

By:

Title:

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

CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute).

By:

Title:

Date:

STATE:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:

Title:

Date:

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

By:

Date:

Contract number:

Purchase order number:

Approved as to from and execution for STATE by:

By:

Date:

APPENDIX 4

**STATE OF MINNESOTA
SECURITY QUESTIONNAIRE
CONFIDENTIAL**

Company Information

Name of Company:

Company Website:

Contact Person Completing the Questionnaire:

Email Address:

Phone Number:

Date of Completed Questionnaire:

Company Information

Questionnaire Completion Instructions

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

Requirement 1: An information security awareness and training program has been established and provides general awareness and role specific security training to all employees.

Response:

Yes

No

N/A

Describe:

Requirement 2: Background screenings of employees, contractors and individuals working on behalf of the organization are performed for example, criminal, credit, professional / academic or

references.

Yes

No

N/A

Describe:

Requirement 3: The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images.

Yes

No

N/A

Describe:

Requirement 4: Proposed system solutions will ensure Industry best practices for security architecture & design.

Yes

No

N/A

Describe:

Requirement 5: All access to information systems (physical and electronic) will be controlled and restricted to only those with a need to access these systems and logs of access maintained.

Yes

No

N/A

Describe:

Requirement 6: The system/solution/service has capability to integrate with Security Incident Event Management (SIEM) system.

Yes

No

N/A

Describe:

Requirement 7: Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.

Yes

No

N/A

Describe:

Requirement 8: Vulnerability tests (internal/external) are performed on all applications and platform and results can be made available to Minnesota Judicial Branch upon request.

Yes

No

N/A

Describe:

Requirement 9: Vulnerability tests (internal/external) are performed on all applications and platform and results can be made available to Minnesota Judicial Branch upon request.

Yes

No

N/A

Describe:

Requirement 10: The vendor has a process in place to address vulnerabilities in a timely manner.

Yes

No

N/A

Describe:

Requirement 11: The vendor and system/solution/product/ service/proposal will comply with the requirements of the Minnesota Judicial Branch Rules of Public Access to Records of the Judicial Branch and applicable state and federal laws/regulations (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS, and PCI DSS).

Yes

No

N/A

Describe:

Requirement 12: Any data received from the Minnesota Judicial Branch or created, collected or otherwise obtained as part of this agreement will be owned solely by the Minnesota Judicial Branch and all access, use and disclosure of the data shall be restricted to only that which is

required to perform the organization's duties under an accepted contract?

Yes

No

N/A

Describe:

Requirement 13: Processes will be in place to securely destroy or delete Minnesota Judicial Branch data according to the standards enumerated in D.O.D. 5015.2 from systems or media no longer being used to fulfill the terms of this agreement or upon request from the Minnesota Judicial Branch.

Yes

No

N/A

Describe:

Requirement 14: In the event of termination of the agreement, the organization shall implement an orderly return of Minnesota Judicial Branch assets and the subsequent secure disposal of Minnesota Judicial Branch assets.

Yes

No

N/A

Describe:

Requirement 15: An incident response plan is in place which includes notifying the Minnesota Judicial Branch immediately of a known or suspected security or privacy incident involving Minnesota Judicial Branch data.

Yes

No

N/A

Describe:

Requirement 16: Central management or continuous monitoring software/systems for maintenance, paper use, and other consumables will only communicate with devices via SNMPv3.

Yes

No

N/A

Describe:

Requirement 17: Is LDAP Authentication an option for the authentication mechanism.

Yes

No

N/A

Describe: