

**Requests for Proposals
Contract Forensic Examiner
Civil Commitment Court Primary Examiner
Probate (Guardianship) Examiner
Second Judicial District**

The Second Judicial District, Civil Division, is seeking proposals from a qualified person(s) or organization to contract for the provision of court-ordered mental health examination services for civil commitment and probate cases pending in the district court. The proposal shall be submitted for a one-year period of time, from July 1, 2025 through June 30, 2026 with an option to extend the contract for an additional four years.

Following is a description of the work and listing of the proposal requirements. This is not a bid but a request for a proposal that could become the basis for negotiations leading to a contract for a Court Examiner (hereinafter “first examiner”) to serve as an independent contractor, and not as an employee of the State of Minnesota.

I. 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 PROPOSAL 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 IN THE EVENT THE REQUEST FOR PROPOSALS IS CANCELLED OR WITHDRAWN FOR ANY REASON, THE STATE SHALL HAVE NO LIABILITY TO ANY PROPOSER FOR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THIS REQUEST FOR PROPOSALS OR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, OR PARTS OF PROPOSALS, TO WAIVE ANY INFORMALITIES THEREIN, AND TO EXTEND PROPOSAL DUE DATES.

II. OBJECTIVE

The goal of this request for proposal is to enable the Second Judicial District Court to secure the availability of a first examiner, in an efficient and cost-effective manner, to perform high quality court ordered civil commitment and probate examinations.

III. DEFINITION/QUALIFICATIONS

For the purpose of this request for proposal, under Minn. Stat. § 253B.02, subd.4d, a court examiner is a person who is appointed to serve the Court, and who is:

- a licensed physician; or
- a licensed psychologist who has a doctoral degree in psychology; and

- is either licensed in Minnesota or has current authority to practice in Minnesota under an approved interstate compact

IV. DESCRIPTION OF WORK

The first examiner will provide professional mental health evaluations, prepare reports, and give testimony in court as required. In 2024, the total number of civil commitment filings was approximately 899 cases. State law requires the Examiner to conduct an exam promptly after assignment by the court, and then to file a report no less than forty-eight (48) hours prior to the court hearing. In addition, the Examiner may be required to provide testimony. Examiners must apply knowledge of clinical psychology principles, theories, methods, and techniques, and exercise professional judgment in the selection and administration of appropriate psychometric tests. Examiners must also understand applicable legal standards in the formulation of opinions required by the court. Examiners must be able to effectively communicate their technical findings to the court. In unusual circumstances, a request may be made, and the court may order that the contract examiner conduct sexual psychopathic and sexual dangerous person examinations.

The first examiner will be required to work with electronic documents when reviewing records and providing reports. The first examiner will use a privately owned laptop to conduct record review and production of reports. The district court will not provide the first examiner with a computer, laptop, paper copies or resources for printing paper copies. The first examiner will review records received by the court via the Electronic Medical Records System (EMRS) by signing a user agreement and obtaining a username and password. Reports will be prepared and submitted through the court Electronic Filing System (EFS).

The primary location for delivery of civil commitment and probate psychological exam services is the Commitment Court at 402 University Avenue, St. Paul, MN.

The court has determined that examinations and trials are conducted most effectively and efficiently during primarily the following half days:

- Monday: a.m.
- Tuesday: a.m.
- Wednesday: a.m. and p.m.
- Thursday: a.m.

V. BASIS FOR PAYMENT

Appendix I sets forth the current Psychological/Psychiatric Services Examiner Payment Policy of the Minnesota Judicial Branch. The Second Judicial District rates comply with the attached policy and include payment for record review, interview of the proposed patient, report writing, and testimony. Any assignment and payment for sexual psychopathic personality and sexually dangerous person evaluations will occur according to STATE policy Psychological/Psychiatric Services Examiner Payment Policy.

VI. CONTRACTOR REQUIREMENTS

A psychologist or agency awarded a contract as a result of this request for proposal must carry professional malpractice insurance in an amount sufficient to cover foreseeable liabilities, commercial general liability insurance in an amount sufficient to cover foreseeable liabilities, and workers compensation insurance in an amount sufficient to comply with Minnesota Statute § 176. A criminal background check is required of all contractors.

VII. PROPOSAL CONTENTS

Each submission in response to this request for proposal must contain:

A. Resume and Report Sample

Your proposal must include the resume of the individual or individuals who would perform the services of the first examiner outlined in this request for proposal. The resume must be up to date, include the names and telephone numbers of at least three references, and demonstrate the individual's knowledge and expertise in administering civil commitment examinations, and in providing court testimony. The proposal must also include one appropriately redacted civil commitment examination report sample.

If you are submitting this proposal on behalf of an agency, please include a description of the agency and, for each examiner who would be performing examinations if a contract is awarded to the agency, a resume and report sample conforming to the requirements stated above.

B. Other Conditions

Your proposal must indicate relevant experience and applicability to court-ordered mental health examinations, the financial parameters within which you are willing to perform civil commitment examinations, and your availability to the court during the time indicated above. Please be as specific as possible, including details such as to whether:

- your proposal is for an hourly and/or per exam;
- the maximum time per week that you can commit;
- other.

C. Certificate of Insurance

Minnesota Statutes § 176.182 requires that the State shall not enter into any contract before receiving from all other contracting parties' acceptable evidence of compliance with the workers' compensation coverage requirements of § 176.181, subd. 2. Your proposal must include one of the following: (1) a certificate of insurance, (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting them to self-insure the liability, or (3) an affidavit certifying that you do not have

employees and therefore are exempt pursuant to Minn. Stat. §§ 176.011, subd. 10; 176.031; and 176.041.

D. Workforce and Equal Pay Certification

If your proposal exceeds \$100,000.00, your proposal must include a completed Workforce and Equal Pay Declaration Page issued by the Minnesota Commissioner of Human Rights (Appendix II). Please check the Minnesota Department of Human Rights website at <https://mn.gov/mdhr/certificates/> or contact them directly at compliance.mdhr@state.mn.us to determine if your organization needs to seek a e Workforce Certificate or Equal Pay Certificate of compliance.

E. Noncollusion

You must complete the Affidavit of Noncollusion (Appendix III) and include it with your proposal.

F. Certificate of Debarment

You must complete the Certification of Debarment (Appendix IV) and include with your proposal.

G. Drug Free Workplace

The court has a Drug Free Workplace Policy and form that you and your employees who work the positions, if applicable, will be required to review and sign if offered a contract for services with the Court.

H. Confidentiality and Disclosure of Interest

Contractor staff providing services will be required to sign a Confidentiality and Disclosure of Interest Form to be signed if offered a contract for services with the Court.

I. Contract Terms. The SCAO's proposed contract templates are set forth in Appendix V (contract) and related Appendix VI (Confidentiality and Disclosure of Interest Form). No work can be started until a contract, in the form approved by the SCAO's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.

- a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively,

and their related agreements. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.

- b. Vendors requesting additions or exceptions to the standard terms and conditions, or contract terms 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 SCAO reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.
- c. The SCAO shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The SCAO will determine any changes to the standard terms and conditions and/or contract.

All reasonable proposals will be considered.

VIII. SUBMISSION OF PROPOSALS

Your proposal must include two (2) paper copies in a sealed envelope as follows:

A. Proposal Timeline

1. Posting Date on State MJB Website MJB Court Public Website - Public Notice:
<https://www.mncourts.gov/About-The-Courts/NewsAndAnnouncements.aspx?t=notice>:
Monday, March 17, 2025 by 4:30PM, CST
2. Questions Due: Wednesday, March 26, 2025 by 4:30PM, CST.
3. Answers Posted: Monday, March 31, 2025 by 4:30PM, CST.
4. **Proposal Submission Deadline: Monday, April 7, 2025 by 4:30PM, CST.**
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 MJB website.

C. Questions

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 Wednesday, March 26, 2025, by 4:30PM,

CST. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Michael Upton
Subject: Contract Forensic Examiner RFP Questions
michael.upton@courts.state.mn.us

D. Answers and Questions

Timely submitted questions and answers will be posted on the MJB website by Monday, March 31, 2025, by 4:30PM, CST and will be accessible to the public and other proposers.

E. Sealed Proposal and Submittal Address

Your proposal must be submitted in writing in a sealed envelope to:

Second Judicial District – Civil Division
Attn: Michael Upton
RE: Contract Forensic Examiner Application
15 West Kellogg Boulevard W, #600
St. Paul, MN 55102

The submission must include two (2) paper copies. No facsimile submissions will be accepted. Submissions can be received via mail or dropped off. Late proposals will not be accepted.

OR

Your proposal must be submitted as a searchable PDF attachment via e-mail to:

Michael Upton
Subject: Contract Forensic Examiner RFP

F. 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.

G. Ink

Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal. Except in the case of obvious errors in math, the initial proposal should contain your best and final offer. No additional offers will be entertained after the initial proposal.

H. Deadline; Opening; Public Access

Proposals must be received no later than **Monday, April 7, 2025, by 4:30PM, CST.**

Proposals will be opened the following business day and once opened become accessible to the public. Do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.

I. Selection Timeline

Vendor selection will be as soon as possible after the proposal submission deadline.

LATE PROPOSALS WILL NOT BE ACCEPTED.

IX. EVALUATION

The Second Judicial District will review the information submitted and may conduct interviews or meetings with selected potential contractors. Cost of service will not be the only criterion used in the selection process. Selected contractors must agree to Judicial Branch terms and conditions and sign a professional services contract and provide additional documentation outlined in the RFP. The professional services contract will contain a contract termination clause if the work is not satisfactorily performed in the judgment of the Judicial Branch. The selected contractor must provide documentation of proof and workers compensation insurance (applicable if the contractor has employees).

The Second Judicial District 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 Second Judicial District reserves the right to cancel or withdraw the request for proposal at any time if it is considered to be in its best interest. In the event the request for proposal is cancelled or withdrawn for any reason, the Second Judicial District shall have no liability to any proposer for any reason for any costs or expenses incurred in connection with this request for proposals or otherwise. The Second Judicial District also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

APPENDIX I



Minnesota Judicial Branch Policy and Procedures

Policy Source:	State Court Administrator
Policy Number:	510(a)
Category:	Court Operations
Title:	Psychological/Psychiatric Examiner Services Payment Policy
Origination Date:	June 20, 2008
Effective Date:	July 1, 2008; October 1, 2019; February 1, 2020; November 1, 2022; July 1, 2024
Revision Date:	December 17, 2019; October 13, 2022; July 8, 2024
Contact:	Director of Court Services Division

Psychological/Psychiatric Examiner Services Payment Policy

I. POLICY

Judicial Council Policy 510; Psychological/Psychiatric Examiner Services, establishes the Psychological/Psychiatric Examiner Services Program and authorizes the State Court Administrator to implement statewide policies and business practices.

The State of Minnesota shall compensate non-employee examiners for examination and testimony pursuant to court order and pursuant to this payment policy.

II. APPLICABILITY

The Psychological/Psychiatric Examiner Services Payment Policy applies to:

- A. all district courts in the appointment of examiners in court-ordered civil commitment and proceedings under Minn. R. Crim. P. 20;
- B. all district courts in the processing of examiner invoices; and
- C. all non-employee examiners who perform court-ordered examinations for civil commitment and Minn. R. Crim. P. 20 proceedings.

III. DEFINITIONS

- A. Examiner – a person qualified to conduct court-appointed examinations according to State Court Administrator Policy and Procedures 510 (b); Psychological/Psychiatric Examiner Services Roster Policy.
- B. Examiner Resource Application (ERA) – the invoicing application used by examiners to track court-appointed evaluations, bill the court for evaluation work in civil commitment and proceedings under Minn. R. Crim. P. 20, and track payment from the court.
- C. Metropolitan (metro) Area - the seven (7) county metro area: Hennepin, Ramsey, Washington, Anoka, Dakota, Scott, and Carver.
- D. Roster of Qualified Examiners (Roster) -The list of qualified forensic psychological and psychiatric examiners published by the State Court Administrator’s Office.
- E. Roster Policy - The State Court Administrator Policy and Procedures 510(b); Psychological/Psychiatric Examiner Services Roster Policy, establishing the Roster of Qualified Examiners.

IV. COMPENSATION

The compensation established for court-ordered psychological and psychiatric exams is as follows:

A. Maximum Compensation Rate

The State Court Administrator shall establish and periodically review a maximum examiner rate and/or a maximum total fee that may not be exceeded without obtaining prior judicial authorization. Each judicial district shall establish a rate within that limit. The court shall compensate first and second examiners based on the rate as determined by the judicial district. The maximum rate does not apply to exams performed by examiner employees.

1. Civil Mental Health Commitment Cases and Criminal Rule 20

- a. The maximum examiner rate for civil mental health commitment cases and criminal Rule 20 competency/criminal responsibility cases shall be \$136.00 per hour.

2. Sexually Dangerous Persons and/or Sexually Psychopathic Personality Cases

- a. The maximum statewide rate for Sexually Dangerous Persons and/or Sexually Psychopathic Personality cases is \$136.00 per hour.
- b. A maximum fee of \$5,000 per exam shall be paid for services performed in an SDP/SPP case (not including travel compensation and related expenses in

Paragraph B.2.) unless prior judicial authorization has been obtained to exceed the maximum fee.

3. The maximum statewide rate for psychiatrists, appointed in cases where the judge has determined that psychiatric testimony is necessary to evaluate the issue before the court, is \$206.00 per hour.
4. Any hourly, flat fee per case, or per service rate negotiated under a separate contract with the state must not exceed the maximum compensation rates set in this policy.

B. Compensation & Reimbursement

1. Examiners shall be paid for time conducting the following services:
 - a. **Record Review:** Time spent by the examiner reviewing medical, court, or ancillary records used to make an examination determination for the court. Includes time spent retrieving and organizing medical records.
 - b. **Interviews:** Time spent by an examiner speaking with or observing a respondent, defendant, or collateral person in order to make an examination determination for the court.
 - c. **Psychometric Testing:** Time spent by an examiner administering tests to the respondent or defendant, observing test completion in accordance with test protocol, and interpreting psychometric testing results.
 - d. **Report Writing:** Time spent by the examiner writing the examination report submitted to the court.
2. Interpreter Services
 - a. Examiners shall be reimbursed for costs of hiring an interpreter to conduct a defendant, respondent, or collateral person interview at a rate not to exceed rates set by State Court Administrator Policy and Procedures 513(a); Court Interpreter Payment Policy.
 - b. If the court scheduled and paid for the interpreters, see State Court Administrator Policy and Procedures 513(a); Court Interpreter Payment Policy.
3. Testimony
 - a. Examiners shall be paid for testimony services related to the direct and cross examination of the court-ordered report only.

- b. Payment for general observation of a trial may only be allowed on a case-by-case basis with prior judicial authorization.
 - c. If an examiner appears for a hearing, either in person or remotely, the examiner may bill for testimony service time from the time they were scheduled to appear until the completion of their testimony.
4. Travel
- a. Travel time will be paid at 60% of the hourly compensation rate as established by the district in Section IV. A. The 2nd and 4th Judicial Districts shall reimburse examiner travel if service is provided outside the metro area.
 - b. There will be no reimbursement for mileage.
 - c. When overnight travel is required, the Court Administrator or designee may authorize reasonable expenses prior to the examiner's travel based upon the Judicial Branch's travel policy.
 - d. The following are examples of items NOT reimbursed.
 - i. Reimbursement for meals and incidental costs during travel.
 - ii. Previously approved travel costs that are not itemized on the examiner's bill.
 - iii. Work done outside the agreed upon location unless previously authorized by the Court Administrator or as further ordered by the court.
 - e. Travel time will be calculated from origination to destination and will be calculated in the invoicing system via an online mapping service¹. The shortest route will be paid unless the examiner provides a justification for a longer route that is approved by the court administration. Examples of an acceptable longer route might include construction detours, flooding, or icy or other closed roads.
 - f. Examiners are expected to combine travel segments, when possible, rather than completing a roundtrip segment for each exam appointment. Segments should be billed to the corresponding examination assignment.
5. Case Dismissal or Trial Cancellation or Continuance
- a. Case Dismissal
 - i. Examiners shall be reimbursed for time and expenses incurred conducting examination work prior to a case dismissal.
 - ii. Examiners will not be reimbursed for any time or services incurred by an examiner after the examiner is notified of a case dismissal.

¹ In coordination with the release of the Examiner Resource Application (ERA).

- b. Trial Cancellation or Continuance
 - i. If an examiner receives notice of cancellation or continuation of trial less than 24 hours from the start of the court proceeding, but before they appear at the courthouse, the examiner may bill for one hour of service time at 60% of the hourly rate set in section IV.A.
 - ii. The court shall give notice of cancellation or continuation of trial as soon as possible and attempt to give notice at least 24 hours prior to the start of the court proceeding, excluding weekends and official state holidays. An examiner given notice of trial cancellation or continuance at least 24 hours prior to the start of a court proceeding will not be compensated for services or travel incurred after the notification.
 - iii. If an examiner appears at the courthouse and has not previously been notified that a case has been settled, cancelled, or continued, the examiner may bill for one hour of their time at a rate not to exceed the hourly rate established in section IV.A. Examiners may bill for the actual round trip travel time expended to appear for the settled, cancelled, or continued proceeding at a rate not to exceed the hourly rate as established section IV.B.

6. Non-Appearance at Examination

- a. When an examiner travels to an interview and the defendant or respondent does not appear, an examiner may bill for time spent waiting up to one hour according to the compensation rates established in section IV.A.
- b. Travel time shall be reimbursed at the travel compensation rates established in section IV.B.4.
- c. The examiner must notify court administration that the defendant or respondent did not appear for the interview.

C. Billing Practices

Reasonable expenses may be reimbursed pursuant to the following guidelines:

1. All requests for compensation and reimbursement shall be submitted within 60 days of the last billable activity on a case.
2. If testimony occurs after the 60 day period, examiners may submit a separate invoice for testimony related expenses.
3. Examiners with a pattern of failure to adhere to the 60 day submission policy may be removed from the Roster pursuant to section IV.C.3 of Policy 510(b) Psychological/Psychiatric Examiner Services Roster Policy.

D. Insufficient and Untimely Examiner Reports

Examiners that submit examiner reports to the Court that are not timely (without prior consent), do not meet the statutory requirements of an examiner report according to Rule 12 of the Special Rules of Procedure Governing Proceedings Under the Minnesota Commitment and Treatment Acts, or do not meet the requirements set by Rule 20 of the

Minnesota Rules of Criminal Procedure, may be subject to investigation and possible removal from Roster.

V. Financial Oversight

- A. Examiner work and compensation are subject to Judicial Council Policy 220; Internal Audit Policy.
- B. The State Court Administrator will review audit findings to determine if violations of State Court Administrator Policy and Procedures 510(a); Psychological/Psychiatric Examiner Services Payment Policy, or State Court Administrator Policy and Procedures 510(b); Psychological/Psychiatric Examiner Services Roster Policy, occurred.
- C. Examiners may be responsible for reimbursing the Minnesota Judicial Branch for any overpayments identified as a result of an audit and/or removed from Roster.

Revision History:

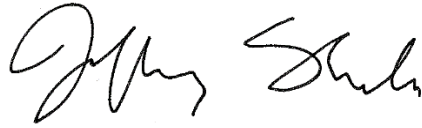
August 2019: Section IV.A.2. - Language revisions; section IV.B.1. - addition of allowable expenses and definition of expenses; section IV.B.2. - addition of out-of-pocket expenses language, clarification on testimony preparation compensation, language revisions to travel policy, and addition of Hennepin and Ramsey County Court travel policy; section IV.B.4. – language revisions and clarification on tracking and billing travel time; section IV.B.5. – revision of canceled testimony compensation policy; section IV.B.6. – addition of Non-Appearance at Examination section; section IV.B.7. – addition of Interpreting Services section; section IV.C. – addition of Billing Practices section; section V. – addition of Financial Oversight section.

January 2020: Section III – added definition for Examiner Resource Application.

October 2022: Changed metro area maximum compensation rate to the same as the outstate area rate creating a statewide rate of \$125.00 per hour. Previously, the metro area rate was \$105.00 per hour.

July 2024: Changed the maximum compensation rate to \$136.00 per hour for psychologists and \$206.00 per hour for psychiatrists.

Approval:

A handwritten signature in black ink, appearing to read "Jeffrey Shorba". The signature is written in a cursive style with a large initial "J".

Jeffrey Shorba, State Court Administrator

July 8, 2024

Date

APPENDIX II

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 \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$500,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))
- Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$500,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))
- Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate \(https://mn.gov/mdhr/certificates/workforce-certificate/\)](https://mn.gov/mdhr/certificates/workforce-certificate/)) and if applicable \$1,000,000 ([Equal Pay Certificate \(https://mn.gov/mdhr/certificates/equalpay/\)](https://mn.gov/mdhr/certificates/equalpay/))

Select all that apply:

We are a Certificate holder:

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

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

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

We have not applied for one or both certificates:

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

We are Exempt:

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

Business Information

- 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 III
STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION
(Must be submitted with Response)

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

1. 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);
2. That the attached proposal submitted in response to the _____ 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;
3. 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
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name:

Authorized Signature:

Authorized Individual's Printed Name:

Authorized Individual's Title:

Date:

APPENDIX IV

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

Date:

Proposer's Signature:

Printed Name:

APPENDIX V

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 State Court Administrator's Office, address 25 Rev. Dr Martin Luther King Jr Blvd, St Paul, MN 55155(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 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 PAYMENT.** 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 Workplace as 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.

[continued on next page]

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

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:

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:

Date:

APPENDIX VI

CONFIDENTIALITY AND DISCLOSURE OF INTEREST FORM

I. CONFIDENTIALITY.

I, _____, an employee of CONTRACTOR (“CONTRACTOR”), acknowledge that CONTRACTOR has been granted certain access to non- public data and records of the State of Minnesota (the “STATE”) pursuant to a [CONTRACT] (“Contract”) between CONTRACTOR and the STATE. I further acknowledge that such information has tangible value, contains valuable trade secrets, copyrights and confidential information of the STATE and other parties.

To the extent that I come into possession of any non-public data or records (including, without limitation, non-public data or records as defined in 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) or any proprietary or confidential information of the STATE or any third party, I will not use any such information for any purpose other than performance of the Contract and will not disclose any such information to any third party without the STATE’s consent, except: (a) as may be required by law, regulation, judicial or administrative process; or (b) as required in litigation pertaining to this Agreement, provided the STATE is given advance notice of such intended disclosure in order to permit the STATE the opportunity to seek a protective order; or (c) to the extent such information (i) becomes publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as a result of a disclosure by CONTRACTOR in breach of its obligations under the Contract or disclosure by me in breach of this Agreement, (ii) becomes available to CONTRACTOR or to me on a non-confidential basis from a source other than the STATE, which is not prohibited from disclosing such information to CONTRACTOR or to me by obligation to the STATE, (iii) is known by CONTRACTOR or to me prior to its receipt from the STATE without any obligation of confidentiality with respect thereto; or (iv) is developed by CONTRACTOR or by me independently of any disclosures made by the STATE to CONTRACTOR or to me of such information.

In addition, I understand and agree that to the extent that any records made available by the STATE to me are publicly-accessible, the STATE retains all rights it possesses in and to such records, and I have no title or ownership rights, including any right to sell, resell, disclose, redisclose, recombine, reconfigure or retain such records except: (i) as expressly required for CONTRACTOR’s compliance with the Agreement; or (ii) to the extent that I have purchased or obtained the same from the State on the same terms and via the same means and to the same extent as other members of the public.

In addition, I shall not sell, resell, disclose, redisclose, recombine, reconfigure or retain the Data, Records, Documents, Information, or Information Databases, or Original Documents transmitted to or from the STATE under the Contract except as otherwise expressly provided in the Contract, subject to the exceptions set forth in items (a), (b) and (c) in the preceding paragraph. I agree that my obligations with respect to the confidentiality and security of all information disclosed to me shall survive the termination of any agreement or relationship between the STATE and CONTRACTOR and/or me.

I acknowledge and agree that a breach by me of any of the covenants set forth in this Agreement will cause irreparable injury to the STATE or others for which damages, even if available, will not constitute an adequate

remedy. Accordingly, I agree that the STATE, in addition to any other remedy available at law or in equity, shall be entitled to the issuance of injunctive relief (including, without limitation, specific performance) in order to enforce the covenants and agreements contained herein.

If attorneys' fees or other costs are incurred by the STATE to secure performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, and the STATE is the prevailing party, the STATE will be entitled to recover from me reasonable attorneys' fees and costs incurred in connection therewith.

This Agreement shall be interpreted in accordance with the laws of the state of Minnesota. Any action arising out of or relating to this Agreement, its performance, enforcement or breach, will be venued in a state court situated within Ramsey County, Minnesota.

ACKNOWLEDGED AND ACCEPTED:

CONTRACTOR

By:

By:

(Employee Signature)

(Contractor Signature)

Name:

Name:

(Please Print)

(Please Print)

Date:

Title:

Date:

II. DISCLOSURE OF INTEREST.

I, _____, (Print Name) hereby certify that neither I, nor any member of my immediate family, is a party to any pending or threatened lawsuit or proceeding in any Minnesota state court.

By:

Date:

(Employee Signature)

Name:

(Please Print)