

State of Minnesota

Department of Information Technology Services

Partnering with Department of Corrections



REQUEST FOR PROPOSAL

Survey and Assessment Solution

SWIFT Event # 2000018539

Date Posted: 9/16/2026

- Responses must be received not later than **2:00 PM Central Time, 10/14/2026**
- Late responses will not be considered
- As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, [Chapter 39](#), Article 2, Sec. 45.

Minnesota's Commitment to Diversity and Inclusion

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651.201.2402 or go to the Office of Equity in Procurement home page, at <https://mn.gov/admin/business/vendor-info/oep/>.

This Solicitation requires proposals to be submitted through the SWIFT Supplier Portal. Please note the security changes below that may impact responders from submitting a timely response.

SWIFT SUPPLIER PORTAL SECURITY CHANGES

There are new security measures that the Minnesota Management and Budget implemented on October 16, 2022. It is a new multi-factor authentication (MFA) to enhance the security of the [State of Minnesota Supplier Portal](#). MFA is an authentication method that requires bidders and suppliers provide two verification factors to log into the SWIFT Supplier Portal. The goal of MFA is to create a layered defense that makes it more difficult for unauthorized system access to occur.

For information about these changes, please refer to the [SWIFT Supplier Portal Multi-Factor Authentication FAQ](#) document.

If you have not done so already, please make sure to log into the SWIFT Supplier Portal as soon as possible to get this authentication set up early so there are no issues when submitting a response to an RFP.

You are strongly encouraged to set your MFA during business hours of 8:00 A.M. to 4:00 P.M., Central Time, Monday through Friday. You may experience delay setting your MFA after hours.

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Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Detail
- Attachment D: Responder Form
 - Workforce and Equal Pay Declaration Page
- Attachment E: MN DOC Survey and Assessment Solution Vendor Response

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

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

How to Ask Questions	The contact person for questions is: Carlos Vazquez, Contract Manager MN Department of Information Technology Services, Procurement Division mnitcontracts@state.mn.us Questions should be emailed to the contact by 9/30/2026. All questions must include the following in the subject of the email: [Vendor Name] – Questions on the Survey and Assessment Solution RFP 2-18539 Questions and answers will be posted in SWIFT as an Addendum to this Request for Proposal on or before 10/06/2026. Other personnel are not authorized to answer questions regarding this Solicitation.
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STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in this link to [Section 4](#). Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined in this link to [Minn. Stat. § 13.37](#)).

Review, sign, and include the Responder Declarations with your response.

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response	All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (https://mn.gov/supplier). Training and documentation on how to submit your response is available through the Supplier portal link above. Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the responder. Late responses will not be considered. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. If you need assistance please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, and then Option 1. By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.
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SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals.

The Minnesota Department of Information Technology Services (MNIT) in partnership with the Department of Corrections (DOC), Fiscal and Administrative Services Division is seeking to implement a secure, scalable, solution that supports the full lifecycle of surveys and assessments administered to Incarcerated Persons (IPs) housed within Minnesota Correctional Facilities (MCFs). The solution should enable DOC to design, distribute, and manage surveys; collect responses from IPs; and automatically score those responses according to DOC-defined algorithms and criteria. The solution should provide flexible reporting capabilities, allowing DOC staff to view and download scored results for analysis and decision-making.

In addition to survey and assessment capabilities, the solution should integrate with the DOC's Operations Management System (OMS) to securely ingest structured data elements related to an IP's status, history, or profile. That data should then be evaluated through DOC's internally developed scoring algorithms to produce supplemental analytical outputs and reports. The solution should support role-based access control to ensure all sensitive assessment data and generated reports remain protected and accessible only to authorized personnel.

The primary objective of this procurement is to obtain a flexible and modern solution that enhances DOC's ability to evaluate IP risk, needs, and responsiveness from intake through release, ensuring that the State has the tools necessary to deliver data-driven programming and case planning. The solution should be secure, user-friendly, and capable of evolving with DOC's assessment methodologies over time.

Please review the information below for high level deliverables and Attachment E for more detailed response requirements.

2. Sample Tasks and Deliverables.

The selected Responder should provide a commercially available, configurable Commercial Off-The-Shelf (COTS) enterprise solution that is fully implemented, operational, and supported for State use. Custom development should be limited to configuration, integration, reporting, and workflow adjustment necessary to meet the State's business and technical requirements. Anticipated tasks include:

- **Solution Deployment & Configuration:** Configure and deploy a Commercial Off-The-Shelf (COTS) solution that fulfills all survey creation and distribution, assessment generations, scoring, reporting, and integration capabilities. This includes enabling DOC-defined scoring algorithms and configuring secure user roles and permissions.
- **Systems Integration:** Develop, test, and implement integrations between the solution and the DOC's Operations Management System (OMS) to ensure accurate, automated ingestion of required data fields and support application of DOC-developed scoring logic.
- **Survey & Assessment Tools:** Provide tools for DOC staff to create, update, and manage surveys; administer surveys securely to IPs; and automate scoring based on DOC-specified scoring criteria and algorithms.
- **Reporting & Analytics:** Implement robust reporting features that allow internal users to download reports showing survey scores and aggregated insights. Reports should support DOC's operational and research needs.
- **Training & Documentation:** Deliver user training, administrator training, and complete system documentation. A "train-the-trainer" model is preferred to support long-term sustainability.
- **Hosting & Security:** Preference for a vendor-hosted SaaS environment with separate test and production environments. However, the solution should comply with State of Minnesota security standards and ensure secure data handling at every stage.

- **Ongoing Support:** Provide ongoing customer support, maintenance, product updates, and troubleshooting throughout the contract period.

The implementation deliverables should be completed before January 1, 2028.

The selected Responder will work closely with Minnesota IT Services (MNIT), DOC, and Mi-Case (OMS vendor) personnel throughout the implementation, including requirements validation, testing, data migration, and rollout.

3. GovRAMP. For the purposes of this section, “High Risk Data” means Data that is highly sensitive and/or protected by law or regulation. This includes, but is not limited to:

- Data that is subject to and intended to be protected under the following laws, regulations, and standards:
 - Federal Tax Information/IRS Publication 1075 (“FTI”) or (“IRS 1075”)
 - Criminal Justice Information Services (“CJIS”)
 - Payment Card Information Data Security Standard (“PCI DSS”)
 - Health Insurance Portability and Accountability Act (“HIPAA”)
 - Family Educational Rights and Privacy Act (“FERPA”)
 - Social Security Administration (“SSA”)
 - Government issued ID Numbers (e.g., Social Security Numbers, Driver’s license numbers / State ID Card numbers, Passport Numbers)
 - Bank account numbers excluding State-owned bank account numbers.

If the selected Responder will be providing Cloud Services that process, store, or transmit High Risk Data or could impact High Risk Data directly or via third party, the selected responder will be expected to comply with the following requirements:

- The selected responder will be expected to demonstrate compliance with National Institute of Standards and Technology (“NIST”) Special Publication 800-53 (Revision 5 or latest version) at the Moderate Impact Level, and obtain GovRAMP Snapshot no later than 60 days after the execution of this contract. If the Snapshot Score is below 100%, the selected responder will be expected to enroll in the GovRAMP Progressing Snapshot Program and remain in the program until a 100% Snapshot Score is achieved.
- Within 60 days following the execution of a resulting contract, the selected responder will be expected to submit either proof of current GovRAMP Authorization at Moderate Impact Level status in the form of a GovRAMP Letter, or GovRAMP Snapshot Score in the form of a GovRAMP letter to vsrm@state.mn.us.
- The selected responder will be expected to achieve GovRAMP Authorization at Moderate Impact Level status no later than April 1, 2027. Once achieved, the selected responder will be expected to maintain GovRAMP Authorized status for the duration of the contract.
- The selected responder will be responsible for all costs associated with meeting these requirements. The selected responder will be expected to grant State visibility and access through GovRAMP for progress reviews as requested.
- The selected responder will be expected to authorize State access to the selected responder’s GovRAMP Snapshot, GovRAMP Progressing Snapshot and GovRAMP Authorization at Moderate Impact Level status throughout the life of the resulting contract. The State will reserve the right to request and review all Third-Party Assessment Organization (“3PAO”) audits, risk assessments, vulnerability assessments, and penetration tests of the selected responder’s environment. The selected responder will be expected to respond to all noncompliance issues discovered by providing a mutually agreed upon timeframe to resolve the issue and implement a compensating control.

FedRAMP Authorization: Alternatively, the State will accept a selected responder's FedRAMP Authorization Rev. 5 Moderate or High; however, the selected responder will be expected to enroll in the GovRAMP continuous monitoring program within 12 months of contract execution. This requirement will ensure the State has appropriate visibility into ongoing security audits and reports, which are otherwise restricted under FedRAMP's continuous monitoring packages and accessible only to federal government entities.

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.

The term of this contract is anticipated to be from December 1, 2026 to November 30, 2028, with the option to extend up to an additional 3 years in increments determined by the State.

2. Question and Answer Instructions.

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

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. Additional Tasks or Activities. Responders are encouraged to propose additional tasks, activities, or goods above and beyond the scope of what is requested in this solicitation if they will substantially improve the results of this procurement. Any costs associated with these additional tasks, activities, or goods should be clearly marked and separated from costs associated with the tasks, activities, or goods specifically requested under this solicitation. Because cost is a factor in the evaluation of responses to this solicitation, failure to separate costs for additional tasks, activities, or goods may result in those costs being included in a responder's cost proposal and result in a lower cost score for that proposal.

SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. Work Plan. Responder should provide a description of the deliverables to be provided by the Responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the contract, and what makes the Responder uniquely suited for this work.

This document should **NOT** list cost detail. If cost detail is included in this document, the State may disqualify the proposal as non-responsive

2. MN DOC Survey and Assessment Solution Vendor Response. Responder should complete Attachment E – MN DOC Survey and Assessment Solution Vendor Response to indicate how the proposed solutions will meet the business and technical requirements by typing the response in the table provided. The State has a strong preference that the proposed solution be Commercial Off The Shelf (COTS) / or Software as a Service (SaaS) and require minimal modification. Responders should clearly articulate in their response areas that will require customization as it pertains to the stated requirements.

No response would indicate that you do not meet the requirement.

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

Responders shall have and demonstrate in their response experience implementing and supporting the full lifecycle of surveys and assessments. Provided project examples should include details on leading, implementing, and administering a similar solution with other same or similar sized correctional institutions. Please include the client name(s) and dates (MM/YYYY – MM/YYYY) for each engagement and any relevant details, including:

- Contact Name, Address, Email, and Phone Number.
- Description of project(s) scope and outcomes.
- What went well with the project(s) and what could have gone better with the projects(s)?
- Were the project(s) completed on budget? If not, please explain.
- Were the project(s) completed on time? If not, please explain.
- Submit any relevant artifacts.

The State reserves the right to verify the information submitted before an award is made. The State reserves the right to contact the references listed in the project examples. The solicitation response will be rejected if the State, in its sole discretion, receives information that indicates the responder is non-responsible or non-responsive.

4. Accessibility of Services or Products. The responder should complete, in an accessible format, a VPAT® 2.5 INT (November 2023) for all software, hardware, and websites (as applicable) as proposed in response to the solicitation. Vendors can use the VPAT form from the [ITIC VPAT site](#). Vendors should complete the Section 508 and WCAG 2.1A and AA sections. The EN 301 549 section can be left blank or deleted. For systems with multiple interfaces (such as an admin and user interface), report on each interface whether in the same or separate VPATs. These documents may be scored according to the solicitation evaluation.

In addition, please provide responses to the questions below. Responses should detail your organization's ability to ensure the State fulfills its accessibility responsibilities as outlined in the standard.

1. Describe how you ensure your staff and contractors have the knowledge and skills to create accessible digital technology within the scope of the project or services requested within this RFP.
2. Describe your approach to ensuring accessibility for your solution (e.g., strategy, tools, design, testing, ongoing validation).
 - a. Include if/how you incorporate accessibility into your development process (e.g., requirements, design, development, testing, maintenance, bug prioritization).
 - b. Include how you ensure accessibility post implementation (e.g., future enhancements).

Responders are encouraged to reference the "[Vendor VPAT Guidance](#)" in the "Products" tab on the [Accessible IT Procurement page](#) (<http://mn.gov/mnit/programs/accessibility/it-procurement.jsp>) for information and instructions on completing the VPATs. Respondents should also review the related guidance documents on the same site for solicitation reviewers to understand expectations. The responder is strongly encouraged to provide remarks and explanation that both support compliance and detail any deficiencies, as even if you claim "supports" unless there are remarks and explanations, you may score low.

5. Cost Detail. Complete and submit Attachment C, "Cost Detail," attached to this solicitation.
6. Sample Transaction Documents. Prior to award, a potential successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by the State, Contractor may not materially change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State's right to void any non-approved term or condition.
7. License Agreements, Maintenance Agreements, or Other Terms and Conditions.

The State may require Responder to provide any license agreements, maintenance agreements or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract execution. In the event Responder fails to comply with a request under this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

Submit all requested documentation, including, but not limited to, the following documents:

1. Attachment A: Responder Declarations
2. Attachment B: Exceptions to State's Standard Terms and Conditions
3. Attachment C: Cost Proposal
4. Attachment D: Responder Form
 - Workforce and Equal Pay Declaration Page
5. Attachment E: MN DOC Survey and Assessment Solution Vendor Response

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

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted using a two-tier scoring methodology described below.

4. TIER 1

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

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

- Responses must be received by the due date and time specified in this RFP.

4.2 Phase 2 - Evaluate Responses. Only responses found to have met Phase I criteria will be considered in Phase II.

In Tier 1, responses will be rated as follows:

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

- | | |
|---|---|
| 1. Work Plan for Deliverables or Approach | 300 points |
| 2. Survey and Assessment Solution Vendor Response | 300 points |
| 3. Qualifications and Experience | 200 points |
| 4. Accessibility of Services or Products | 100 points |
| 5. Cost Detail | <u>100 points</u> |
| | 1000 points |
| 6. Preference Points (if applicable) | 120 points (in addition to 1,000 available) |

Preferences points are described under Solicitation Terms and will be applied to the total score after points have been awarded. Each Responders' total score in Tier 1 will consist of the technical score, cost score, and preference points, if applicable.

4.3 Phase 3: Shortlist. Each Responder will be ranked based on each Responder's Tier 1 total score. The State will shortlist the highest scoring Responders by determining the natural break in Responders' scores. Only the highest scoring Responders in Tier 1 will advance to Tier 2.

5. TIER 2

5.1 Phase 1 - Evaluate Responders. All Responders' scores will be re-set to zero prior to beginning Tier 2.

In Tier 2, Responders will be rated as follows:

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

- | | |
|--------------------------------------|---|
| 1. Interviews/Demonstration | 600 points |
| 2. Cost Detail | <u>400 points</u> |
| | 1000 points |
| 3. Preference Points (if applicable) | 120 points (in addition to 1,000 available) |

Preferences points are described under Solicitation Terms and will be applied to the total score after points have been awarded. Each Responders' total score in Tier 2 will consist of the technical score, cost score, and preference points, if applicable.

5.2 Phase 2 - Select Finalist(s). The State will make its selection based on best value, as determined by this evaluation process. Each Responder will be ranked based on each Responder's Tier 2 total score. The State will begin negotiating with the highest scoring Responder in Tier 2. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by November 2026.

SECTION 6 – UNENFORCEABLE TERMS AND SOLICITATION TERMS

Unenforceable Terms

As of July 1, 2025, certain terms are unenforceable in state contracts. See Session Laws, 2025 Regular Session, [Chapter 39](#), Article 2, Section 45.

Unenforceable terms

- (a) A contract entered into by the state shall not contain a term that:
- (1) requires the state to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
 - (2) binds a party by terms and conditions that may be unilaterally changed by the other party;
 - (3) requires mandatory arbitration;
 - (4) attempts to extend arbitration obligations to disputes unrelated to the original contract;
 - (5) construes the contract in accordance with the laws of a state other than Minnesota;
 - (6) obligates state funds in subsequent fiscal years in the form of automatic renewal as defined in section 325G.56; or
 - (7) is inconsistent with chapter 13, the Minnesota Government Data Practices Act.
- (b) If a contract is entered into that contains a term prohibited in paragraph (a), that term shall be void and the contract is enforceable as if it did not contain that term.

Solicitation Terms

1. Competition in Responding

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

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

2. Addenda to the Solicitation

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

3. Data Security - Foreign Outsourcing of Work is Prohibited

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

4. Joint Ventures

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

5. Withdrawing Response

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

6. Rights Reserved

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information ; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

7. Samples and Demonstrations

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

8. Responses are Nonpublic during Evaluation Process

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

9. Trade Secret Information

9.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

9.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.

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

9.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

10. Conditions of Offer

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

11. Award

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

12. Requirements Prior to Contract Execution

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

13. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 12% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at <https://mn.gov/admin/business/vendor-info/oep/> or call the Division's Helpline at 651.201.2402.

14. Reciprocity

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.