

State of Minnesota

Minnesota Housing



REQUEST FOR PROPOSAL

Quality Control Audit Software

Date Posted: March 10, 2021

- Responses must be received not later than 5 PM, Central Time, April 15, 2021
- Late responses will not be considered

Minnesota's Commitment to Diversity and Inclusion

Minnesota Housing 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 Minnesota Housing are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the [Office of Equity in Procurement home page, at www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

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

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Sample Contract

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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:
Ben Landwehr, Operational Risk Management
Supervisor Minnesota Housing, Single Family
Business Operations Ben.Landwehr@state.mn.us
Questions should be emailed to the contact by April 1, 2021.
Other personnel are not authorized to answer questions regarding this Solicitation.

STEP 2 – WRITE YOUR RESPONSE

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

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

STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response Submit your response to:
Jay Obenauer, Quality Control
Specialist Email:
Jay.Obenauer@state.mn.us

Proposals must be received not later than 5 PM, Central Time, April 15, 2021. Late responses will not be considered.

Provide a copy of the proposal. Proposals are to be emailed to the above address. Please provide a separate PDF file that is clearly marked “Cost Detail” along with the responder’s name. Remaining technical documentation can be included if needed.

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.

SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals

The purpose of the Request for Proposals (RFP) is to obtain proposals from qualified firms to provide Minnesota Housing with software that will be utilized in the performance of internal quality control reviews across a number of Minnesota Housing's mortgage loan and community lending programs.

2. Scope

The software application and reporting solution for mortgage loan auditing should address the following areas:

A. Loan Auditing Software Solution Specifications:

1. Complete, automated, supported and comprehensive software for loan auditing, that must include:
 - a. Ability to perform a quality control audit on a first mortgage loans that may include a Piggyback second mortgage loan, subordinate lien loans (e.g. for home improvement/rehabilitation loans), grants and unsecured loans
 - b. Ability to edit an initial audit
 - c. Ability to track any changes made to an edited initial audit
 - d. Multiple methods of sampling loans for audit, including statistical and random sampling
 - e. Audit trails and logs
 - f. Ability to customize a defect ranking system
 - g. Management analysis tools
2. The loan audit software should be preconfigured to audit loans originated for the following investors and guarantors:
 - a. Federal Housing Administration (FHA)
 - b. Veterans Benefit Administration (VA)
 - c. U.S. Department of Agriculture-Rural Development (RD)
 - d. Federal National Mortgage Association (Fannie Mae)
 - e. Federal national Mortgage Association (Freddie Mac)
3. The preconfigured loan audits should be updated as guidelines and requirements are added, deleted, and changed by the respondent. A history of the updates should be documented and accessible.
4. The loan audit software must be configurable by Minnesota Housing personnel so that non-standard loans can be audited using all the features and functionality of the software.
5. The loan auditing software must provide expansive reporting options, including the ability to generate preconfigured reports based on standardized performance reporting, and custom/ad hoc reports that can be created and configured by Minnesota Housing personnel.
6. The loan auditing software should provide for optimum integration to other software, including to Minnesota Housing's Loan Origination System (Mortgage Cadence's Enterprise Lending Center), to reduce redundant data input and transcribing errors. The Responder should discuss these integration features for the software solution and how it interfaces with other software.
7. The loan auditing software should have multiple levels of security access for users, including internal and external parties. This security should be configurable by Minnesota Housing as needed.

8. The loan auditing software should provide user-defined fields for storing data elements that are specific to Minnesota Housing. These unique data elements should be available via reports.
 9. The loan auditing software should be designed to operate in a multi-user environment. All licensed users should be able to look at the same record simultaneously, but only one should be able to “edit” it at a time.
 10. The data stored in the loan auditing software solution will be the sole property of Minnesota Housing. All data must be available to Minnesota Housing regardless of the support options. The proposed software should not require any type of activation beyond the initial purchase to activate or grant access to Minnesota Housing’s loan audit data.
 11. The loan auditing software should employ unique user access accounts that require complex passwords. Control of security and access levels within the software should be configurable by Minnesota Housing.
 12. The processing of the system transactions should be immediate and in real-time. The loan auditing software should not rely on scheduled batch routines.
 13. The loan auditing software should provide audit trails, logs and reports for tracking user activities such as user authentication and data access including read only, inserts, updates and deletes.
 14. Responder should explain what types of support documentation, both written and online, are available with the software.
 15. Access to lower environments for testing purposes should be supported.
 16. The loan auditing software should allow an unlimited number of loans and records.
- B. The Responder must be thoroughly familiar with the software areas specified above. The Responder should document its experience working with state housing finance agencies or similar customers.
- C. Successful software solution implementation to include installation, configuration and, if applicable, testing of the software and hardware on Minnesota Housing’s computer network. Data conversion may include conversion of historical loan auditing data.
- D. Training of Minnesota Housing’s staff to include end-user, intermediate and technical level training sufficient for Minnesota Housing to operate independently of the Responder must be included in the proposal response.
- E. Ongoing technical support and software updates to provide for security patches, bug fixes, technological advances and product enhancements.
1. Each proposal must include a full description of the Responder’s standard maintenance and support agreements and annual costs to Minnesota Housing for these services and if applicable include all incremental percentage increases. These maintenance agreements must include the Responder’s change management and software development lifecycle methodology regarding periodic updates to the software.
 2. Each proposal must fully document the Responder’s upgrade policy including any potential costs for upgrades outside the standard maintenance and support agreement. The

Responder must also specify if there are additional costs associated with not upgrading by a specific date and/or to a specific version.

3. When describing telephone support, proposals must specify all conditions (include availability times and escalation processes) for its use by both the Minnesota Housing end-user and technical staff.
 4. For licensing and pricing purposes, Responders should assume a total of nine (9) simultaneous concurrent users or named user licenses.
- F. The Responder will be responsible for specification, installation, configuration and testing of the software to the point of independent operation by Minnesota Housing's staff.
1. In addition, the Responder, as part of the proposal, should provide support services necessary to insure successful, ongoing operation of the system including, but not limited to acceptance testing; maintenance support for bug fixes, software enhancements; and end user, intermediate user and technical staff training.
 2. The Responder should also demonstrate the ability to support the system after installation is completed and accepted by Minnesota Housing. The support must take the form of on-going support to immediate resolution of staff problems. Furthermore, the on-going support must have the capability of using Internet-based Remote Desktop sharing for on-line problem solving and analysis.
- G. Minnesota Housing's designated software administrator must have the ability to assign or remove user access as needed. Such circumstances include staffing changes and reassignment of duties.
- H. Minnesota Housing requires the flexibility to add, remove and transfer software licenses as needed. Such circumstances include fluctuations in staffing levels.
- I. The successful Responder will be required to prescribe and coordinate any prerequisite hardware and/or software purchases and/or upgrades with Minnesota Housing. This includes any support for installation and testing of the hardware and/or software system(s)/component(s) to the point of independent operations.
- J. Minnesota Housing seeks a software solution that is either hosted and maintained using cloud services or installed at Minnesota Housing.
- K. If the Responder provides a hosted software solution, they must provide documentation related to the hosted environment that details how the contractors that host the hardware, software and database will ensure information systems security and availability. Additionally, a Disaster Recovery Plan will be required.

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. **Anticipated Contract Term**

The term of this contract is anticipated to be two years, with up to an additional three years extension.

2. **Question and Answer Instructions**

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. Minnesota Housing 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

Minnesota Housing is asking all responders to submit a written response containing the following information:

1. Product Features and Functions.

- a) Detailed information on your interest and ability to provide a solution, based on the project scope described above.
- b) A description of the software components and processes your solution provides based on the project scope. The following two items should be addressed in detail and include the steps necessary to perform the tasks by Minnesota Housing.
 - Minnesota Housing’s ability to customize the software to create and configure audits of non-standard loan programs.
 - Minnesota Housing’s ability to create and configure custom/ad hoc reports.
- c) An estimate of time frame for implementing a solution.
- d) A description of your typical approach and services provided, such as, implementation, project management, on-boarding, training, ongoing consulting and support, etc.
- e) A description of your technology architecture.
- f) Complete and submit the “Phase 1 - Software Capabilities”.

2. Workplan, Qualifications and Experience.

2.1 Workplan. 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. This document should NOT list cost detail (refer to #5 below). 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.

2.2 Qualifications and Experience. Responder should provide a brief description of experience providing quality control audit solutions to similar government or private entities 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.

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

Minnesota Housing reserves the right to verify the information submitted on Attachment E before an award is made. Minnesota Housing reserves the right to contact the references listed in Attachment E. The solicitation response will be rejected if Minnesota Housing, 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, the Section 508 and Web Content Accessibility Guidelines (WCAG) sections in a Voluntary Product Accessibility Template (VPAT®) 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](#). (Under “Resources,” select the “508” option, as it contains both 508 and WCAG forms.) For systems with multiple interfaces (such as an admin and user interface), complete a VPAT for each interface. These documents will be scored according to the solicitation evaluation.

Responders are encouraged to reference the “[Vendor VPAT Guidance](#)” in the “Products” tab on the [Accessible IT Procurement page \(https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp\)](https://mn.gov/mnit/about-mnit/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. Please provide a detailed estimated price range to provide the services as stated herein, including a breakdown of options available. Limit your response to two pages.
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. Minnesota Housing will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. Minnesota Housing reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by Minnesota Housing, 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 Minnesota Housing are voidable by Minnesota Housing. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of Minnesota Housing Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive Minnesota Housing’s right to void any non-approved term or condition.
7. License Agreements, Maintenance Agreements, or Other Terms and Conditions. Responder must provide any license agreements, maintenance agreements, or any other terms and conditions relevant to the work under a resulting contract. Review and approval by Minnesota Housing will be required prior to contract execution. In the event Responder fails to comply with this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against Minnesota Housing. Further, failure to provide any of the pertinent documents upon request may result in Minnesota Housing 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 Forms
 - a. Veterans Preference Form
 - b. Workforce Certification
 - c. Equal Pay Certificate Form
5. Attachment E: Reference Form

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

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

Minnesota Housing will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review for responsiveness and software capabilities
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist(s)

Phase 1 – Responsiveness – Software Capabilities

The purpose of this phase is to determine if each response meets software capabilities. Responder must complete and submit the “Phase 1 – Software Capabilities” form as part of the proposal.

Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 capabilities will be considered in

Phase 2. The factors and weighting on which responses will be evaluated are:

1	Product Features and Functions	50 points
2	Qualifications, Experience and Workplan	10 points
3	References	5 points
4	Accessibility of Services or Products	5 points
5	Cost Detail	<u>30 points</u> 100 points
6	Preference Points* (if applicable)	6 points (in addition to 100 available)

* Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

Minnesota Housing will make its selection based on best value, as determined by this evaluation process. Minnesota Housing reserves the right to pursue negotiations on any exception taken to Minnesota Housing’s standard terms and conditions. In the event that negotiated terms cannot be reached, Minnesota Housing reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as Minnesota Housing deems appropriate. If Minnesota Housing anticipates multiple awards, Minnesota Housing reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by May 15, 2021.

SECTION 6 – SOLICITATION TERMS

1. **Competition in Responding**

Minnesota Housing 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, Minnesota Housing 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**

Minnesota Housing 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 Minnesota Housing's detrimental reliance on the response.

6. **Rights Reserved**

Minnesota Housing reserves the right to:

1. Reject any and all responses received;
2. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
3. Negotiate with the highest scoring Responder[s];
4. Terminate negotiations and select the next response providing the best value for Minnesota Housing;
5. Consider documented past performance resulting from a State contract may be considered in the evaluation process;
6. Short list the highest scoring Responders;
7. Require Responders to conduct presentations, demonstrations, or submit samples;
8. Interview key personnel or references;
9. Request a best and final offer from one or more Responders;
10. Minnesota Housing reserves the right to request additional information; and
11. Minnesota Housing reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. Minnesota Housing 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 Minnesota Housing at no charge. Except for those destroyed or mutilated in testing, Minnesota Housing 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 Minnesota Housing. 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 Minnesota Housing having completed negotiating a contract with the selected responder. Minnesota Housing 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 Minnesota Housing, its agents and employees, from any judgments awarded against Minnesota Housing in favor of the party requesting the data, and any and all costs connected with that defense.

9.3 Minnesota Housing 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 Minnesota Housing, if applicable.

10. Conditions of Offer

Unless otherwise approved in writing by Minnesota Housing, 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 Minnesota Housing, or they are changed by further negotiations with Minnesota Housing 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. Minnesota Housing reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of Minnesota Housing, providing each Responder is in compliance with all terms and conditions of the solicitation. Minnesota Housing 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 Minnesota Housing.

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 Minnesota Housing as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% 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/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651.296.2600.

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.

ATTACHMENT A: RESPONDER DECLARATIONS

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

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 3. the vendor has an unfair competitive advantage.

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

- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

- F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

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

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

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: EXCEPTIONS TO STATE'S TERMS AND CONDITIONS

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

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

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

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: COST DETAIL

Responders must submit Attachment C “Cost Detail” form to submit their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, equipment and other charges.

Identify the level of the State’s participation in the contract and details of cost allowances for this participation. The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

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

ATTACHMENT D: RESPONDER FORMS

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

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

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service- disabled veteran-owned small business.

or

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

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

Claim the Preference

By signing below, I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service- disabled veteran-owned small business.

or

- My company's principal place of business is in Minnesota **and** the United States Department of Veteran's Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

**STATE OF MINNESOTA
WORKFORCE CERTIFICATE INFORMATION FORM**

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

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

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

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

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

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

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

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

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

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

TC Metro: 651-539-1095 Toll-Free: 800-657-3704

Email: compliance.MDHR@state.mn.us

TTY: 651-296-1283

**STATE OF MINNESOTA
EQUAL PAY CERTIFICATE**

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

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

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

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

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

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

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

Authorized Signature	Printed Name	Title
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Organization	MN/FED Tax ID#	Date
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Issuing Entity	Project # or Lease Address
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Phase 1 - Software Capabilities

	Yes	No	Other	Comments
Standardized Process/System				
Is the system configurable based on specific needs (i.e. documents required, reviewers/approvers, deficiency categories, etc.)?				
Is the system interface accessible to internal and external users such as internal auditors, external auditors, lending partners, and other vendors?				
Transmission of Documents and Data				
Does the system allow for secure transmission of documents and data?				
Does the system provide a trusted source of truth for loan and audit data?				
Centralized Communication				
Does the system provide a centralized communication channel for internal users and external partners?				
Does the system have the ability to centralize tracking notes, decisions, changes, status, etc.?				
Reporting				
Does the system allow for flexible reporting, data extraction, and ad hoc reports?				
Does the system allow for the sharing of data and reports agency wide?				
General System Capabilities				
Does the system have the ability for internal and external users to access the system?				

Does the system have the ability for multiple users to simultaneously access/update data?				
Is the system able to provide a centralized location for collecting and sharing files and data?				
Does the system have the ability to merge data from various internal/external sources?				
Does the system have the ability to track change history?				
Security and Administration				
Does the system have the ability to restrict access to different sections by role and function?				
Can the system provide enhanced security for private data?				