OFFICE OF MN.IT SERVICES @ MINNESOTA TAX COURT

REQUEST FOR PROPOSALS FOR TAX COURT CASE MANAGEMENT SYSTEM

Minnesota's Commitment to Diversity and Inclusion

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mmd.admin.state.mn.us/mn02001.htm.

REQUEST FOR PROPOSALS

Office of MN.IT Services @ Minnesota Tax Court

Project Overview

The goal of this Request For Proposals is to identify a suitable product to replace the current case management system used by Minnesota Tax Court ("MnTC") and a vendor/implementation partner to implement the selected product in the MnTC environment. The new case management system should enable better management and distribution of current and historical data to the various users of the system (MnTC staff, as well as citizens and state entities who are customers of MnTC services). The replacement should also increase the efficiency and accessibility of MnTC's internal processes and workflows, while aligning it with the State of Minnesota's IT standards and goals.

The Minnesota Tax Court is a specialized, executive branch court specifically established by the Minnesota Legislature to hear only tax-related cases. The Court's mission is to provide timely and equitable disposition of appeals from local property tax valuations, classifications, and/or exemptions, and appeals of orders issued by the Commissioner of Revenue. The Court has three judges, three administrative staff, and three law clerks. Historically, the court has received from 3,000 to 5,000 new cases annually.

The RFP consists of this document and the following exhibits:

Exhibit A.	MnTC Requirements and Appendices 1-10
Exhibit B.	Affidavit of Noncollusion
Exhibit C.	Affirmative Action Certification
Exhibit D.	Equal Pay Certificate Form
Exhibit E.	Resident Vendor Form
Exhibit F.	Veteran-Owned Preference Form
Exhibit G.	Sample Professional and Technical Services contract

Goal

The goal of this RFP is to select a vendor/implementation partner with a proven technology solution for legal Case Management, with the capability and the expertise to implement this solution in the MnTC environment in a manner that meets MnTC's requirements, expectations, and constraints.

The product identified for implementation through this RFP will be a modern Case Management System (CMS) that enables the MnTC to perform internal workflows and deliver its services to end-users in an efficient and user-friendly manner. The new system shall incorporate the latest IT standards and capabilities, while delivering desired functionalities that are not available with the current system. Some of these are:

- Electronic receipt of new cases and case updates from the District Courts
- Electronic transmission of case resolution data and documents to District Courts
- On-line filing of new cases and of documents in existing cases
- On-line publication of information for consumption by the public
- Enhanced reporting capabilities
- Scheduling of hearings and trials at a case level
- Conversion of the existing MnTC CMS database

The new system shall make MnTC's work more efficient and value-added by optimizing internal workflows. The new system shall also provide an online interface to allow faster intake and processing of requests from the public (non-state personnel), while allowing them easier access to MnTC's public information and communications.

The MnTC is open to both types of hosting—software as a service/SaaS or an on-premises software solution—for this product.

MnTC Requirements

The requirements for this project were collected and compiled through interviews with end-users, SMEs, and other project stakeholders. The collected requirements were then analyzed and each requirement assigned a priority (Must/Should/Could/Won't) that indicates the urgency of that business need. These requirements are outlined in attached **Exhibit A** (MnTC Requirements).

The proposals in response to this RFP should explain in detail how the proposed solution meets the "Must," "Should," and "Could" business needs. The new system shall satisfy all of the "Must" requirements, in addition to as many of the "Should" and "Could" requirements as can be reasonably met within the time/budget/quality constraints of the project.

One of the main goals of this project is to automate the exchange of case information and documents between the District Courts and MnTC. Under the current system, property tax cases are initially filed in the District Court in the county where the property is located. The District Court creates a case in its case management system (Tyler Technologies Odyssey) which assigns the case number. The District Court completes a Petition Transfer form and sends the Petition Transfer Form to the MnTC. MnTC enters the case into its case management system using the same case number assigned by the District Court. Updates are sent from MnTC to the District Court when the case is closed.

Proposal

The term of this contract is anticipated to run from July 19, 2016 (or as soon as a contract can be executed) to June 30, 2017, with the option to extend up to a total contract length of five years, in increments as determined by the State.

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

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

This RFP is a second reposting of the previous RFP for Tax Court Case Management System. At the time of the original posting, two rounds of Questions were permitted and the Answers were posted as Addenda to the RFP. These previous Questions and Answers have now been posted as Addenda to the current (reposted) RFP. Due to the shorter posting time of the reposted RFP, and the fact that vendors previously had two opportunities to submit Questions pertaining to the original (virtually identical) RFP, the State is not allowing for further Questions and Answers at this time.

The State contacts for this RFP are Robin Wegener (robin.wegener@state.mn.us) and Tim Ogg (tim.ogg@state.mn.us). Other personnel are **NOT** authorized to discuss this request for proposals with Responders before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

A product demonstration may be requested from the responders after the Submission of Proposals. This demonstration may be done remotely.

The State may request a security review of any or all proposed systems.

Proposal Content

Responders must submit the following information:

1. A statement of the objectives, goals, and tasks of the project, showing or demonstrating the responder's view and understanding of the nature of the project.

2. 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 that can be used as a scheduling and managing tool, as well as the basis for invoicing.

3. Descriptions of how the proposed solution will meet each of the requirements listed in **Exhibit A** (MnTC Requirements).

4. A description of the product's capability to interface with other systems for automated exchange of data and documents.

5. An outline of the responder's 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 proposal that personal contact information is being provided.

6. A list and description identifying when and where the responder has installed a case management system similar in scope for a minimum of two other clients within the last three years. The software version(s) implemented and supported must be identified, and a summary of the scope of each of those projects must be supplied.

7. A minimum of three separate client references. At least two of the client references should be from the two most recent implementations that are similar in scope to the project proposed in this RFP that the responder has performed within the last three years. The following information should be included with the project references:

    - **Client Reference Information.** Name and address of the client, the current telephone number of the client's responsible project administrator, and the current telephone number of a senior official of the client who is familiar with the vendor's performance and who may be contacted by the State during the evaluation process.

    - **Contract Time Period.** Start and end dates of the project and of each development and operations phase.

    - **Prime/Subcontractor**. Indication of whether the work was performed as prime contractor or as a subcontractor.

    - **Description of Work**. A brief description of the type of contract, and the vendor's overall responsibilities.

- **Scope of Project.** Description of type of work performed and on which specific case management products/modules. Be very descriptive, explaining all facets of work performed during the project. The vendor shall also identify projects that are similar in scope to the project proposed in this RFP.

- **Penalties or Damages.** A list of any fines, penalties, damages, etc. assessed or paid by the vendor within the past 5 years arising from failure to meet system performance, delivery or other contractual requirements of the customer/client and the circumstances related to these events or failures.

- **Integration with Other Systems.** The names and descriptions of specific systems with which the case management product was integrated.

8. A completed response to the Voluntary Product Assessment Templates (VPATs) located on the "Standards" tab of http://mn.gov/mnit/programs/policies/accessibility. The response must contain adequate information to evaluate responsiveness to those accessibility standards. Vendors must submit one Section 508 VPAT for the system and a separate WCAG 2.0 VPAT for each user interface (e.g., admin, consumer, etc.).

9. Cost detail. (See instructions below for submission of pricing information.) Identify the level of the MnTC's participation in the contract, as well as any other services to be provided by the State, and details of cost allowances for this participation.

   Cost proposal must be submitted as a separate document and clearly marked as the Cost Proposal.

   The cost proposal must include the itemized costs for the product, itemized costs for initial implementation up to production release and for product support for each of the following 4 years, and the full cost of initial implementation (including hardware, software, licensing, and personnel costs). Describe in detail the costs for each individual assigned to the project and what their hourly rate would be, along with the anticipated total hours for each individual assigned. If the project is to be paid per deliverable, describe in detail the cost for each deliverable that coincides with the proposal.

   All cost proposals should include a "Total Project Cost" (to include all hourly wages, deliverables, etc.).

   Note: Technical Proposals must not contain cost information. The inclusion of cost information in the Technical Proposals will disqualify a proposal from further consideration.

10. The following forms:
    A. Affidavit of Non Collusion (**Exhibit B**)
    B. Affirmative Action Certification (**Exhibit C**), if proposal exceeds $100,000, including extension options
    C. Equal Pay Certificate Form (**Exhibit D**), if proposal exceeds $500,000, including extension options
    D. Resident Vendor Form (**Exhibit E**) (if applicable)
    E. Veteran-Owned Preference Form (**Exhibit F**) (if applicable)

Proposal Instructions

All responses to this RFP (termed an "Event" within SWIFT) must be submitted through SWIFT using the Supplier portal (http://supplier.swift.state.mn.us/). Training and documentation on how to submit your response is available through the Supplier portal link above.

All responses to this RFP must be submitted and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this RFP.

Note: In light of the technical issues that resulted in this RFP being reposted, it is recommended to e-mail a copy of your response materials to Robin Wegener (robin.wegener@state.mn.us) at the same time as you enter your response in SWIFT. Regardless of whether you e-mail your response or not, you must submit your response through SWIFT no later than the Event End Date and Time in order for the response to be accepted. Any concurrent e-mail submission of the response would be used by the State for the sole purpose of resolving any issues that may arise if the vendor's full response is not received through SWIFT due to technical glitches in the State system. Any such e-mail must be received no later than the Event End Date and Time in order to be considered for this limited purpose.

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

1. A Technical Proposal.
2. A Cost Proposal.
3. A separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37). NOTE: all non-public/trade secret data must be posted to the "Add Non Public/Trade Secret Data" link on the Event Information page in SWIFT. The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.
4. All applicable forms as named above in the Proposal Content section.

Interested responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. Electronic submissions to the State will be accepted beginning on the SWIFT Start Date for this RFP. Cost information must be loaded into the system as a separate document(s) from your technical response.

All proposals will be automatically time and date stamped internal to the SWIFT system when they are received. Proposals received after End Date will not be considered. The State shall not be responsible for any errors or delays caused by technology-related issues, even if they are caused by the State.

NOTE: If you are reviewing this RFP in the SWIFT system or have downloaded the RFP from the SWIFT system, you are likely already a registered vendor with the State. **If you are reviewing this RFP in paper form,** you may need to register as a vendor by going to http://www.mn.gov/mmb/accounting/swift/vendor_resources. **For new vendors, please note that approval of your registration may take 3 – 4 business days.** If you need assistance obtaining a vendor ID or completing the registration process, please call 651-201-8100, Option 1.

Late proposals will not be considered.

All costs incurred in responding to this RFP will be borne by the responder.

Fax and printed proposals will not be accepted or considered. E-mail proposals will not be accepted or considered except for the limited purpose outlined above.

Proposals will be evaluated on "best value" as specified below.

Cost information must be loaded into the system as a separate document(s) from your technical response. The evaluation team will not review cost proposals before qualification scores are finalized.

Schedule of Events

The following Schedule of Events represents the State's best estimate of the schedule that will be followed.

The State will make every effort to adhere to the following schedule:

Action	Responsibility	Date
1. Issuance of RFP	State	June 2, 2016
2. Deadline to Submit Proposal	Responders	Event End Date and Time as set forth in SWIFT Event Details
3. Score Proposals	Evaluation Team	June 15, 2016 (estimated)
4. Interview short list (if needed)	Evaluation Team and/or Responders	June 16-22, 2016 (estimated)
5. Vendor selection	Evaluation Team	June 24, 2016 (estimated)
6. Contract negotiation and execution	State and Vendor	July 12, 2016 (estimated)
7. Project Start date	Project Go	July 19, 2016 (estimated)

Proposal Evaluation

All responses received by the deadline will be evaluated by the State. Proposals will first be reviewed to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to create a short list of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. The State reserves the right to seek Best and Final Offers from one or more responders. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

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

1. Proposals must be received on or before the due date and time specified in this solicitation.

2. Prior installation of two (2) case management systems of similar scope within the last three years.

Evaluation Factors

MnTC or its designees will be responsible for the review, evaluation, and scoring of the RFP proposals and for making recommendations for vendor selection. Representatives from the Department of Administration, MN.IT Services, and other state agencies may also participate in the evaluation and selection process.

Each of these sections will be assigned a maximum point value. Each section will be evaluated and scored separately. The percentages that will be applied to the evaluation criteria are outlined in the following table:

1.	Degree to which the response meets the requirements/qualifications specified in this RFP (see Proposal Content ¶¶ 1, 3, 4)	25%
2.	Experience in implementing Case Management Software (see Proposal Content ¶¶ 5, 6)	25%

3.	Ability to meet or exceed applicable accessibility requirements in the delivered product/service (see Proposal Content ¶ 8)	5%
4.	Client references (see Proposal Content ¶ 7)	5%
5.	Implementation/support plan (see Proposal Content ¶ 2)	10%
6.	Cost (see Proposal Content ¶ 9)	30%

In the event that interviews/demonstrations/presentations are conducted, technical scores may be adjusted based on additional information derived during the interview/demonstration/presentation process.

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion (**Exhibit B**) and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a description of the conflict.

Proposal Contents

By submission of a proposal, Responder warrants that 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, and may subject the responder to suspension or debarment proceedings, as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record, in accordance with Minn. Stat. § 13.591, after the evaluation process is completed. Pursuant to Minn. Stat. § 13.591, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents, and its employees from any judgments or damages awarded against the State in favor of the party requesting the materials and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Contingency Fees Prohibited

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

Sample Contract

In preparing your response, you should be aware of the State's standard contract terms and conditions. A sample State of Minnesota Professional/Technical Services Contract is attached as **Exhibit G** for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota without the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Organizational Conflicts of Interest

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that if an organizational conflict of interest is discovered after the contract is awarded, an immediate and full disclosure in writing will be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") 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 responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" must be modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minn. R. 1230.1810, subp. B, and Minn. R. 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent (6%) preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent (6%) preference in the evaluation of their proposal. Eligible Targeted Group and Economically Disadvantaged Businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Small Business Preference

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

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business. 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). *See* Minn. Stat. § 16C.19(d).

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

Work Force Certification

For all contracts estimated to be in excess of $100,000, Responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Equal Pay Certification

If the response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A Responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 1-800-627-3529 (MN Relay), or at compliance.MDHR@state.mn.us.

Insurance Requirements

A. Contractor shall not commence work under the contract until it has obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

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

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

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

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability

   The State of Minnesota shall be named as an Additional Insured, to the extent permitted by law.

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract. In case any work is subcontracted, the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

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

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**
   [Or if Cloud/SaaS/Hosting: Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy).]
   This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

   Contractor is required to carry the following **minimum** limits:

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

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

   The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following

completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

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

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

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

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

- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above.

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

- Notwithstanding any limitation of liabilities in the Contract, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements, and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the contract.

E-Verify Certification (In accordance with Minn. Stat. §16C.075)

By submission of a proposal for services in excess of $50,000, Contractor certifies that, as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

Exhibit A - Minnesota Tax Court Requirements

I. Functional Requirements

Priority Definitions

Must	Requirement must be satisfied.
Should	High priority requirement that should be included if possible. This might be a requirement which can be satisfied in other ways if strictly necessary.
Could	Requirement which is considered desirable but not necessary. It will be included if time and resources permit.

Response Definitions

Standard	Requirement is satisfied by standard features.
Custom	Requirement will require customization. Cost for this customization must be included in the Cost Detail.
Planned	Not currently provided but is a planned enhancement or will be added at no additional cost and will be supported in future releases. Provide the availability date in the comments.
Not Supported	Requirement is not supported.

Case Creation and Maintenance

ID	Requirement	Priority	Response	Comments
A1	Select case type from a configurable list	Must		
A2	Select case status from a configurable list	Must		
A3	Generate Case Number on Commissioner of Revenue cases. The Case Number is a unique 5 digit sequential number.	Must		
A4	Assign County Attorney automatically based on county selected	Must		
A5	Allow the automatically assigned County Attorney to be changed or deleted	Must		
A6	Enter notes on a case	Must		
A7	Enter non-public notes on a case	Must		
A8	Send email to staff when assigned to a case	Should		
A9	Assign Judge to case on a rotating basis. Conflicts of interest should be taken into consideration.	Should		
A10	Assign related cases to the same judge	Should		
A11	Conflicts of interest can be manually overridden	Should		
A12	Prompt or allow entry for parties to a case	Must		
A13	Establish roles and relationships of parties to each other (i.e. associating attorneys/representatives with specific parties)	Must		
A14	Support ability to indicate pro se representation	Must		
A15	Select Division (Regular or Small Claims) from a configurable list	Must		
A16	Calculate filing fee based on case type and division	Should		

ID	Requirement	Priority	Response	Comments
A17	Create and send an email to parties on a case. The email should allow for attachment of case document(s).	Should		
A18	Calculate and display age of case based on filing date and status	Must		
A19	Provide ability to establish relationship among cases. The relationship type is selected from a configurable list.	Must		
A20	Enter notes on non-filed cases. These are cases that have not been filed yet and therefore do not have a case number. Create temporary case number and permit all entries to be transferred to permanent case upon establishment of official case.	Must		
A21	Reassign an individual or group of cases from one judge to another as a single action (e.g. judge retires, becomes disabled)	Should		
A22	Mass attorney substitution. Example: A county attorney is replaced. All open cases with the former county attorney need to be updated. The former county attorney is inactivated and the new county attorney is added to the case.	Should		
A23	Identify and assign legal issues for the purpose of classifying cases. Select issues from a configurable list	Should		
A24	Record case disposition method, stage, and date	Must		
A25	Indicator if case is appealed. Record appeal location and appealed case numbers.	Must		
A26	Generate case title from party names and other information	Must		

ID	Requirement	Priority	Response	Comments
A27	Permit user to enter long case title in addition to standard case title	Must		
A28	Indicator for Protective Order on case (non-public case)	Must		
A29	Alert user to non-public case	Must		
A30	Record History Center Case Number for archived cases (CF#)	Must		
A31	Record Administrative Dismissal Number (AD#)	Must		
A32	Select the Jurisdiction County from a configurable list	Must		
A33	Select the Venue County from a configurable list	Must		
A34	Record the Tax Payable Year for a case	Must		
A35	Record the Property ID Number (PIN) on a Property Tax Case and alert user to other Petitions filed with respect to same PIN	Must		
A36	Alert user to other Petitions filed with respect to the same PIN	Could		
A37	Record the Assessed Amount on a Property Tax Case by Property ID Number by Payable Year	Should		
A38	Record the Settled Amount on a Property Tax Case by Property ID Number by Payable Year	Should		
A39	Record the Filing Fee Amount on a COR Case	Must		
A40	Record the Filing Fee Paid Amount on a COR Case	Must		
A41	Record the Filing Fee Paid Date on a COR Case	Must		
A42	Record the R&A Indicator on a COR Case	Must		
A43	Record the R&A Date on a COR Case	Must		
A44	Record the Tax Amount on a COR Case	Should		

ID	Requirement	Priority	Response	Comments
A45	Record the Penalty Amount on a COR Case	Should		
A46	Record the Interest Amount on a COR Case	Should		
A47	Record the Other Amount on a COR Case	Should		
A48	Prevent case closure if there are pending motions	Must		
A49	Calculate judgment amounts including interest per statute	Must		

Legal Entities / Case Parties / Representatives

ID	Requirement	Priority	Response	Comments
B1	Legal Entities can be typed as individuals or organizations	Must		
B2	Legal Entities can have multiple sets of demographic information (addresses, phone numbers, etc.)	Must		
B3	Individual legal entities have separate fields for first name, middle name, last name, suffix (i.e. Sr., Jr., III), and title	Must		
B4	Entity name fields accommodate hyphenated names	Must		
B5	Maintain and track potential conflicts of interest between judges and attorneys, law firms, and organizations	Should		
B6	Associate attorneys and firms	Must		
B7	Select case party type from a configurable list (e.g. Appellant, Appellee, Petitioner, Respondent)	Must		
B8	Effective and Expiration dates for legal entity addresses	Should		
B9	Maintain the history of party representatives with status (Active/Inactive) and effective date	Must		
B10	Indicator if attorney is registered in the State of Minnesota	Must		
B11	Record the MN Attorney Registration Number	Must		
B12	Record the Attorney licensed state code	Must		
B13	Indicator for MN Compliance for non-Minnesota Attorneys	Must		

ID	Requirement	Priority	Response	Comments
B14	Record the MN Compliance Date for non-Minnesota Attorneys	Must		
B15	County Courthouses have multiple contacts: Court Administrator, Trial Notice Recipient	Must		

Workflow

ID	Requirement	Priority	Response	Comments
C1	Remind staff of approaching deadlines and due dates (ticklers)	Must		
C2	Each user has a task list that shows upcoming tasks with due dates	Should		
C3	Notification when case has been inactive for a certain number of days	Could		
C4	Case-related and non-case related tickler capability based on schedules and statutory requirements. Conditions include but not limited to: number of days since a specific document was created, number of days before/after a scheduled event, events coming due or overdue, periods about to expire or expired	Must		
C5	Ticklers can be manually created by users	Should		
C6	Allow users to suspend, reactivate, and modify ticklers	Should		
C7	Allow for delayed notification of past-due tickers based on user defined time period (i.e. “snooze” feature)	Could		
C8	When a new event or document is entered the system will automatically update other case information (e.g. case status) based upon court business rules.	Must		
C9	Track conformance to time standards (e.g. decision due 90 days after hearing)	Must		

Scheduling

ID	Requirement	Priority	Response	Comments
D1	Maintain Court Holiday schedule	Must		
D2	Select event type from a configurable list	Must		
D3	Schedule an event from a list of cases to be scheduled based on court business rules (e.g. cases in open status that have a specific document)	Must		
D4	Schedule events at a case level	Must		
D5	Schedule groups of related cases as if group were a single case.	Must		
D6	Apply any changes in schedule automatically to all related cases.	Must		
D7	Allow multiple cases and events to be scheduled for the same data and time regardless of any relationship between the cases.	Must		
D8	Create event without assigning a Judge or a location/room	Must		
D9	Synchronize scheduled events with hosted 365D Microsoft Exchange	Should		
D10	Synchronize scheduled event updates with hosted 365D Microsoft Exchange	Should		
D11	Identify and display scheduling conflicts.	Must		
D12	When scheduling an event display other future events for that case.	Must		
D13	Establish and maintain standard available days and times for staff	Should		
D14	Generate and distribute notices to parties upon scheduling or modifying an event.	Must		

Search

ID	Requirement	Priority	Response	Comments
E1	Search for cases by Case Type and Case Status	Must		
E2	Search for cases by Case Number	Must		
E3	Search for cases by Case Status	Must		
E4	Search for cases by Case Type	Must		
E5	Search for cases by County	Must		
E6	Search for cases by Filing Date range	Must		
E7	Search for cases by partial Case Title	Must		
E8	Search for cases by Case Title using wildcard searches	Should		
E9	Search for cases by Document: document type, document date	Must		
E10	Search for cases by staff assigned. The search should search for active and inactive assignments.	Must		
E11	Search for cases by Scheduled Event: event type, event date, event result type	Must		
E12	Search for case by Case Party	Must		
E13	Search for case by Attorney/Representative. The search should search for active and inactive assignments.	Must		
E14	Search for cases by Issue Type	Should		
E15	Search for cases by Property ID Number (PIN)	Must		
E16	Search for cases by Payable Year	Must		
E17	Search for legal entities on various combinations of a legal entity's name (e.g. full name, last name only, part of first or last name)	Must		
E18	Search for parties by using wildcard searches in name	Should		

ID	Requirement	Priority	Response	Comments
E19	Search results are printable	Should		
E20	Document text is searchable	Must		

Reports

ID	Requirement	Priority	Response	Comments
F1	Users can run pre-defined reports	Must		
F2	Provide comprehensive report generation capabilities to permit users to produce additional reports easily on an ad hoc basis.	Must		
F3	Reports can be viewed online	Must		
F4	Reports can be printed	Must		
F5	Reports can be saved in PDF format	Must		
F6	Exception report for nonconformance to time standards	Must		

F7	**Register of Actions** – See Appendix 1 for sample Description: Case Level report listing the case type, case status, filing date, staff assignments, appeal or case number(s), filing or appeal location, disposition, documents, events, and parties. Criteria: Case Number Selection of Actions to show: Events Documents Data Shown: Case Number Case Title Current Status Case Type Filing Date Property IDs (property tax cases) Payable Year (property tax cases) Filing Location (County) Appeal Case Number(s) Disposition Disposition Date Case Assignments List of Actions: Action Date, Action Contacts: Name, Role on Case, Phone Numbers, Address	Must		

ID	Requirement	Priority	Response	Comments
	Sort Order: Actions are sorted in Action Date order ascending			

ID	Requirement	Priority	Response	Comments
F8	**Calendar Report with Representatives** – See Appendix 2 for sample Description: List of scheduled events by date Criteria: Scheduled Date Range (required) Data Shown: Event Date Event Time Event Location Case Number Case Title Municipality Judge Event Type (e.g., hearing, trial) Hearing Method (e.g., telephonic) Case Status Result Type Notes Case Parties Sort Order: Judge Event Date and Time Case Number Totals: Count of cases by Judge and event time	Must		

ID	Requirement	Priority	Response	Comments
F9	**Case Disposition Report** – See Appendix 3 for sample Description: Counts of cases by County, Case Type, and Disposition Criteria: Disposition Date Range (required) Data Shown: County Name Case Type Disposition Count of Cases Sort Order: County Name Totals: Count of cases by Case Type, and Disposition	Must		

ID	Requirement	Priority	Response	Comments
F10	**Case Filings** – See Appendix 4 for sample Description: Listing of filed cases Note: Division on the report sample is the County Criteria: Filing Date Range (required) Location (optional) County (optional) Case Type (optional) Case Status (optional) Filing Type (optional) Data Shown: Case Number Case Title Case Type Filing Date Filing Type Case Status Sort Order: County Name Case Number Totals: Count of cases by County Count of cases by Location Count of cases for the Date Range (Grand Total)	Must		

ID	Requirement	Priority	Response	Comments
F11	**Case Filings Statistics** – See Appendix 5 for sample Description: Count of filed cases by County and Case Type. Shows count of filed cases and count by case status (Pending or Disposed) and Average Age of Case Note: Division on the report sample is the County Criteria: Filing Data Range (required) Data Shown: County Case Type Count of Filed Cases Count of Pending Cases Average Age of Pending Cases Count of Disposed Cases Average Age of Disposed Cases Sort Order: County Name Case Type Totals: Count of cases by County	Must		

ID	Requirement	Priority	Response	Comments
F12	**Docket Listing of COR Settlements and Dismissals** – See Appendix 6 for sample Description: Listing of settled or dismissed COR Cases Criteria: none Data Shown: Case/Docket Number Case Title AD Number Sort Order: AD Number Totals: N/A	Must		

ID	Requirement	Priority	Response	Comments
F13	**Resource Calendar** – See Appendix 7 for sample Description: List of scheduled events by County Note: The Resource on the report is the County Criteria: Date Range (required) Judge (Optional) Data Shown: County (page break on County) Start Time Duration Event Type Case Number Case Type Judge Representatives with phone numbers Sort Order: County Name Event Date Event Scheduled Start Time Totals: N/A	Must		

ID	Requirement	Priority	Response	Comments
F14	**Case Status Count Report** – See Appendix 8 for sample Description: Report showing the count of cases in the status they were in on the date requested for the report. Criteria: Date (required) Case Type (optional) Data Shown: Case Status Count of Cases by Case Type and Case Status Sort Order: N/A	Must		

ID	Requirement	Priority	Response	Comments
F15	**Case Aging Report** – See Appendix 9 for sample Description: Report showing the current age of cases. Criteria: Judge (optional) Data Shown: Count of cases by age grouping and case type Sort Order: N/A	Must		

ID	Requirement	Priority	Response	Comments
F16	**Case Workload Report** – See Appendix 10 for sample Description: Reporting showing count of non-closed cases by judge, case type, case status Criteria: N/A Data Shown: Judge Name Count of cases by status and case type Sort Order: N/A	Must		

Documents

ID	Requirement	Priority	Response	Comments
G1	Generate case documents based on templates	Must		
G2	Integrate document creation with Microsoft Word	Should		
G3	Generated documents can be reviewed before printing or electronic distribution	Must		
G4	Automatically generate Scheduling Notices as events are scheduled on a case	Must		
G5	Automatically generate case documents when specific data updates are made on a case based upon court business rules.	Must		
G6	Automatic selection of appropriate recipients of generated documents based upon relationship to cases and events. Allow user to designate or override automated selection of recipients.	Should		
G7	Perform document generation, distribution, and recording for group of related cases as if group were a single case.	Should		

ID	Requirement	Priority	Response	Comments
G8	Associate documents to a case. Document types include but not limited to: a. Microsoft Word b. Microsoft Excel c. Microsoft PowerPoint d. Microsoft Outlook Message e. Text f. PDF g. Audio Files h. Video Files i. Image Files	Must		
G9	A document can be associated to multiple cases	Should		
G10	Document Versioning – Store versions of documents (draft, final)	Could		
G11	Link to document stored in network folder	Could		
G12	Add annotations to documents	Could		
G13	Select document type from a configurable list	Must		
G14	Record document received method (e.g. email, fax, mail)	Must		
G15	Select document type from a configurable list	Must		
G16	Document types can be grouped into sub-types	Should		
G17	Record receipt of document on a non-filed case. Create temporary case number and permit all entries to be transferred to permanent case upon establishment of filed case.	Must		
G18	Indicator for non-public documents	Must		

ID	Requirement	Priority	Response	Comments
G19	In cases with multiple notice recipients, provide option to control which names and addresses are visible on copies to each specific recipient and on file copy.	Should		
G20	Option to distribute documents electronically	Must		
G21	Capture, retrieve, and report pertinent information regarding all documents generated by the court (e.g. type of document, date and time generated, associated case number, distribution information)	Must		
G22	Save, store, retrieve, and output, in its original form, any document maintained in the system without requiring the data to be regenerated.	Must		
G23	Send case documents to case parties via email	Must		
G24	Envelopes are generated for mailed documents	Must		

Interfaces

ID	Requirement	Priority	Response	Comments
H1	Send decision documents to Minnesota Tax Court web site	Must		
H2	Send court docket calendar to Minnesota Tax Court web site (new events and updates)	Must		
H3	Receive new cases from the District Court system (MNCIS, a product of Tyler Technologies) electronically.	Must		
H4	Receive documents from the District Court system (MNCIS) system electronically.	Must		
H5	Receive case updates from the District Court system (MNCIS) system electronically. These updates include but are not limited to case status update, change of attorney, and notices.	Must		
H6	Send case resolution information and documents to the District Court system (MNCIS) system electronically.	Must		
H7	Receive documents from Commissioner of Revenue electronically.	Must		
H8	Send appealed cases to Appellate Court System (MACS, a product of Courttech, now part of Thomson Reuters) electronically. This includes case data and documents.	Must		
H9	Integration with hosted 385D Microsoft Exchange	Should		

Web Enabled

ID	Requirement	Priority	Response	Comments
I1	Minnesota Tax Court users are able to access the system via a web interface	Must		
I2	Case data is viewable by case parties via Internet	Should		
I3	Minnesota Tax Court calendar is viewable by everyone via Internet	Should		
I4	New cases can be submitted via a web interface	Must		
I5	Documents can be submitted to an existing case via a web interface	Must		
I6	Electronically submitted documents can be marked as non-public	Must		
I7	Notify staff of new cases submitted via web	Must		
I8	Notify staff of electronically submitted documents	Must		

Conversion

ID	Requirement	Priority	Response	Comments
J1	Convert existing case data from CaseLoad Version 4.0 (SQL Server 2000). There are no documents to convert.	Must		

Audit and History

ID	Requirement	Priority	Response	Comments
K1	Provide audit trail of updates made	Must		
K2	Purge case data based on user provided rules	Should		
K3	Purge case documents based on user provided rules	Should		
K4	Permit with proper authorization the deletion of specific docket entries. Maintain audit trail of all deletions.	Should		
K5	Maintain history of attorney changes for a specific case or party with reasons for the change	Must		
K6	Maintain history of staff changes for a specific case.	Must		
K7	Keep a historical record of conflict of interest changes	Should		
K8	Maintain location (e.g. storage facility, location in facility) for archived files	Must		

Configurability

ID	Requirement	Priority	Response	Comments
L1	Allow authorized users to manually define structure, content, and frequency of ticklers, alerts, and prompts	Must		
L2	Allow authorized users to populate and maintain code translation tables (e.g. case types, document types, address types, phone types)	Must		

II. Non-Functional Requirements

Availability and Usability Requirements

ID	Requirement	Priority	Response	Comments
M1	Multiple users can view the same case at the same time.	Must		
M2	Multiple users can run reports at the same time.	Must		
M3	Software meets Federal Accessibility Standards (Web Content Accessibility Guidelines 2.0 Level AA and Section 508)	Must		
M4	Online Reports (as defined in F3) will use proper HTML structure and follow WCAG 2.0 Level AA guidelines for accessibility and usability.	Must		
M5	PDF reports (as defined in F5) shall be properly tagged to reflect content structure including headings, body text and lists.	Should		
M6	Client telephone support available Monday to Friday, 8-5 Central time (minimum)	Must		
M7	Online help is available containing a comprehensive array of topics, permits searches for topics, and provides easy-to-understand instructions for using each part of the system.	Must		

Security Requirements

ID	Requirement	Priority	Response	Comments
N1	Restrict access to specific functions (e.g. scheduling, administrative updates) based upon user role	Must		

Configuration Requirements

ID	Requirement	Priority		
O1	Desktop runs on Microsoft Windows 7	Must		
O2	Desktop runs on Microsoft Windows 8	Should		
O3	Server runs on Microsoft Platform – if not provided as SaaS	Must		
O4	Web interfaces operate effectively on the latest version of at least three of the following browsers: Chrome, Internet Explorer, Firefox, Safari.	Must		

Backup/Recovery Requirements

ID	Requirement	Priority	Response	Comments
P1	The system allows for file backups as well as disaster recovery.	Must		
P2	The system allows point in time recovery.	Must		

Documentation Requirements

ID	Requirement	Priority	Response	Comments
Q1	Documentation to be provided will include: • User Manual • Administration Manual • System Implementation Manual • Training Manual	Must		

ID	Requirement	Priority	Response	Comments
Q2	All documentation will be accessible and alternative formats will be provided on request at no extra cost.	Must		

Training Requirements

ID	Requirement	Priority	Response	Comments
R1	On-site training is required for the following groups of users: Judicial Secretary • Searches – cases, documents • View case information • Create cases • Maintain case information • Generate documents • Attach received documents Paralegal • Searches – cases, documents • View case information • Consolidate cases • Maintain case information • Generate documents • Attach received documents Court Administrator • Searches – cases, documents • View case information • Create cases • Consolidate cases • Maintain case information	Must		

ID	Requirement	Priority	Response	Comments
	• Generate documents • Schedule events • Update scheduled events • Attach received documents • Administrative Functions (system configuration) Judges and Law Clerks • Searches – cases, documents • View case information • Generate documents			
R2	All training shall be usable and accessible. All online training shall follow WCAG 2.0 Level AA guidelines for accessibility and usability, including captioning for videos.	Must		

Appendix 1 to Exhibit A – Register of Actions

Minnesota Tax Court
County of Ramsey

3/30/2015 1:38 pm

Register of Actions

Case Number: 62-CV-12-9822 (Christine Sagstetter)

Current Status: Notified
Case Type: Property
Appeal Location:
Disposition: Settled (Paper)
Payable Year: 2014
Property ID: 123456789

Filing Date: 12/28/2012
Access: Everyone
Appeal Number:
Disposition Date: 3/10/2015

Active Assignments

Manage Case: Thomas G. Haluska

Action Date	Action	Amount	Transaction
2/17/2015	scheduling order		Document:293731
2/23/2015	Joint Statement of Case		Schedule:273150
3/10/2015	Tax authority + Stipulation filed in MNCIS 2/19/13		Document:294819
3/10/2015	Settlement paperwork		Evt Result:273150
3/10/2015	Settled (Paper)		Disposition:245266
12/14/2015	Other		Event:273150

Contact Numbers

Quam, Steven J. (Petitioner Representative)
Business: 612-492-7183
Main Phone: 612-492-7000

Stepan, M. Jean (Respondent Representative)
Main Fax: 651-266-3032
Main Phone: 651-266-3051

Contact Addresses

Quam, Steven J.
Petitioner Representative
Fredrikson & Byron
4000 Pillsbury Center
200 South 6th Street
Minneapolis , MN 55402-1458

Stepan, M. Jean
Respondent Representative
Asst. Ramsey County Attorney
121 Seventh Place East
Suite 4500
St. Paul , MN 55101-5001

Appendix 2 to Exhibit A – Calendar Report with Representatives

Page 1 of 1
30-Mar-2015 11:07:33

State of Minnesota Tax Court
CASE MANAGEMENT SYSTEM
Calendar Report

05-Mar-2015 - 05-Mar-2015

Thursday, 05-Mar-2015 10:00 AM Ramsey

No.	Case No.	Title	Municipality	Judge	Event Type	Hearing Method	Case Status	Result Type	Notice Notes
1	62-CV-14-6522	Seneca Foods Corp.		Haluska, Thomas G.	Other	Appearance	Under Adviser	Continued	In Camera Evidentiary Hearing
		Petitioner Representative:	Muck, Thomas R. at 612-492-7058						
		Appellee Representative:	Mule, John R. at 651-297-1075 GENERAL						
2	8683 R	Seneca Foods Corp.		Haluska, Thomas G.	Other	Appearance	Under Adviser	Continued	In Camera Evidentiary Hearing
		Appellant Representative:	Muck, Thomas R. at 612-492-7058						
		Appellee Representative:	Mule, John R. at 651-297-1075 GENERAL						

Total: 2

Thursday, 05-Mar-2015 10:00 AM Ramsey

No.	Case No.	Title	Municipality	Judge	Event Type	Hearing Method	Case Status	Result Type	Notice Notes
1	8201 R	David Elvig		Turner, Joanne H.	Trial	Appearance	Closed	Cancelled	DATE CERTAIN
		Appellant Pro Se:	Elvig, David at 763-753-9906						
		Appellee Representative:	Mule, John R. at 651-297-1075 GENERAL						

Total: 1

Appendix 3 to Exhibit A – Case Disposition Report

30-Mar-2015 11:09:13

State of Minnesota Tax Court
CASE MANAGEMENT SYSTEM
Case Disposition Report

02-Mar-2015 - 06-Mar-2015

	Property			COR		
County	**Dismiss**	**Settled**	**Decided**	**Dismiss**	**Settled**	**Decided**
Anoka	1	11	0	0	0	0
Carlton	0	2	0	0	0	0
Dakota	1	12	0	0	0	0
Hennepin	4	36	0	0	0	0
Lyon	1	0	0	0	0	0
Ramsey	2	18	0	2	0	0
Scott	0	1	0	0	0	0
Sherburne	0	2	0	0	0	0
Washington	0	3	0	0	0	0
Wright	0	3	0	0	0	0
Totals:	9	88	0	2	0	0

Appendix 4 to Exhibit A – Case Filings Report

Case Filings

3/30/2015 11:18 am

Location: Minnesota Tax Court

Division: Grant

Case Number	Title	Case Type	Filing Date	Filing Type	Status
26-CV-12-107	Presbytery of Minnesota Valleys, First Presbyte	Property	4/30/2012	Tax Court	Closed
26-CV-14-112	Lakeview Assembly of God Church (Diane Amun	Property	4/30/2014	Tax Court	Open
C0-01-58	Grant County Health Center	Property	4/6/2001	Tax Court	Closed
C1-03-90	Noel L. and Janet M. Schroeder	Property	4/28/2003	Tax Court	Notified
C3-02-16	Harvest Inn B & B LLC	Property	1/28/2002	Tax Court	Closed
C5-02-65	Country Bible Church	Property	3/28/2002	Tax Court	Closed
C8-03-71	Country Bible Church	Property	3/28/2003	Tax Court	Notified

Division Total for Grant: 7 Case(s)

Location Total for Minnesota Tax Court: 7 Case(s)

Grand Total Number of Cases: 7

Appendix 5 to Exhibit A- Case Filings Statistics Report

Case Filing Statistics

3/30/2015 11:03 am

Filed Between: Thursday, January 01, 2015 and: Tuesday, March 31, 2015

Division: Anoka

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
COR	1	1	77	0	0
Property	3	1	74	2	28
Totals:	4	2	76	2	28

Division: Blue Earth

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
Property	2	0		2	41
Totals:	2	0		2	41

Division: Carver

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
Property	4	4	65	0	0
Totals:	4	4	65	0	0

Division: Chisago

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
Property	1	1	63	0	0
Totals:	1	1	63	0	0

Division: Clay

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
Property	1	0		1	(253)
Totals:	1	0		1	(253)

Division: Cook

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age
Property	1	1	81	0	0
Totals:	1	1	81	0	0

Division: Dakota

Case Type	Filed	Pending Count	Pending Average Age	Disposed Count	Disposed Average Age

Appendix 6 to Exhibit A- Docket Listing of COR Settlements and Dismissals

Docket Listing of COR Settlements and Dismissals

Docket	Name	AD
08535	Silpada Designs, Inc.	7652
08499	Osland Janitorial Supply, Inc.	7653
08708	LaPlant Demo, Inc.	7654
08536	Elzbieta & Jaroslaw Plachecki	7655
08753	LifeWay Christian Resources of the Southern Baptist Convention	7656
08520	Leslie J. Erickson	7657
08777	Coding Source Holdings, Inc.	7658
08776	Timothy C. Sundstrom / Adrenaline Powertoyz, LLC	7659
08648	Estate of Harold Runck	7660
08320	William & Judith Cooley	7661
08740	Kao Yang	7662
08778	Freerks Const. Co., Inc.	7663
08518	Thompson's Prairie Land Mgmt., Inc.	7664
08530	Linda M. Berreau	7665
08764	Craig Birkeland d/b/a Conducted Estate Sales, Inc.	7666
08201	David Elvig	7667
08674	William Schultz	7668
08678	Brian P. Mueller	7669
08690	Michael O. Eck	7670
08574	Gavan LLC/Kerry Townsend	7671
07896	Marcos A. Bekuto	7672
08687	Crystal Wine and Spirits/Yang d/b/a	7673
08675	Jeffrey A. Huston and Carol Huston **(Order to consolidate with 08677 under 08675)**	7674
08677	Susan M. DeRosier and Lawrence L. DeRosier **(Order to consolidate with 08675 under 08675)**	7675
08717	Connell F. Lewis and Cerise D. Lewis	7676
08796	Jnaice M. Banitt	7677
08806	Daniel J. Murphy and LaVonne D. Murphy	7678

Appendix 7 to Exhibit A- Resource Calendar

3/30/2015 11:33 am

Calendar

Resource: Ramsey

Between: Wednesday, April 01, 2015 **and:** Wednesday, April 08, 2015

Date: Friday, April 03, 2015

Time	Duration	Event		
10:00 am	1:00	Motion		
	1	Ramsey	08779	Daniel L. Berglund

Judge: Judy Smith
Appellant Pro Se(s): Berglund, Daniel L. at 612-739-3650
Appellant Pro Se
Appellee Representative(s): Bruggeman, Sara L. at 651-297-1075 GENERAL
Assistant Attorney General

Date: Monday, April 06, 2015

Time	Duration	Event		
9:00 am	1:00	Motion		
	1	Ramsey	08741	Harjeet Singh

Judge: Judy Smith
Appellant Pro Se(s): Singh, Harjeet at 651-773-3110
Appellant Pro Se
Appellee Representative(s): Levinger, Mark B. at 651-297-1075 GENERAL
Assistant Attorney General

Date: Wednesday, April 08, 2015

Time	Duration	Event		
9:00 am	1:00	Pre Trial		
	1	Ramsey	08315	Estate of Arnold Soskin c/o Richard Soskin

Judge: Judy Smith
Appellant Pro Se(s): Soskin, Richard at 612-335-9506
Appellant Pro Se
Appellee Representative(s): Rodlund, Kevin at 651-296-3421
Assistant Attorney General

Appendix 8 to Exhibit A- Case Status Count Report

Case Status Count

Status Date: March 23, 2015

Case Status	Property Tax Cases	COR Cases
Open	3,021	14
Pending	1,315	90
In Abeyance	9	24
Under Advisement	17	11
Notified	2,832	18
Closed	44,911	1,645
Totals	**52,105**	**1,802**

Appendix 9 to Exhibit A- Case Aging Report

Case Aging Report

Date: March 31, 2015

Case Age	Property Tax Cases	COR Cases
0 – 30 Days	10	5
31 – 90 Days	20	20
91 – 120 Days	300	10
121 – 180 Days	400	10
180 – 365 Days	500	5
366 – 800 Days	400	1
801+ Days	200	0
Totals	**1,830**	**51**

Appendix 10 to Exhibit A– Case Workload Report

Case Workload Report

Date: March 31, 2015

Judge	Property Tax Cases			COR Cases		
	Open	Pending	Under Advisement	Open	Pending	Under Advisement
Judge Smith	99	99	99	99	99	99
Judge Jones	88	88	88	88	88	88
Judge Brown	99	99	99	99	99	99
Judge Judy	77	77	77	77	77	77
Unassigned	99	99	99	99	99	99

EXHIBIT B

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder 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 Responder or its employees or agents to any person not an employee or agent of the Responder 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.

Responder's Firm Name:_____

Authorized Representative (Please Print) _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public Signature: _____

My commission expires: _____

EXHIBIT C

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – **For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to** BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ❑ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ❑ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). **Proceed to** BOX C.
- ❑ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ❑ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Mail:	The Freeman Building 625 Robert Street North, Saint Paul, MN 55155	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	compliance.mdhr@state.mn.us				

EXHIBIT D

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 more than 40 full-time employees on any single working day in one state during the previous 12 months, 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 more than 40 full-time employees on any single working day in one state during the previous 12 months, 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
Organization	MN/FED Tax ID#	Date
Issuing Entity		Project # or Lease Address

EXHIBIT E
STATE OF MINNESOTA
RESIDENT VENDOR FORM

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

(1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
(2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
(3) has a business address in the state; and
(4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
   ___Yes ___No (must check yes or no)

2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
   ___Yes ___No (must check yes or no)

3. Has a business address in the State of Minnesota.
   ___Yes ___No (must check yes or no)

4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
   ___Yes ___No (must check yes or no)

BY SIGNING BELOW, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, <u>SIGN AND RETURN</u> THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

EXHIBIT F

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 Department of Administration/Materials Management Division 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 Department of Administration/Materials Management Division 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.

EXHIBIT G

[If you take exception to any of the terms, conditions, or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.]

Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor").

Recitals

1. The State is in need of _____.
2. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 13. Publicity and endorsement; 14. Governing law, jurisdiction, and venue; and 15. Data disclosure. **[If Cloud/SaaS/Hosting: 22. Security and Data Protection]**

2. Contractor's duties

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

_____

_____

3. Time

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

4. Consideration and payment

4.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

(a) Compensation. The Contractor will be paid $_____.

(b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed $_____; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract

by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed $ _____.

4.2 Payment.

(a) *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

_____

_____

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

5. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Assignment, amendments, waiver, and contract complete

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

7.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

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

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

8. Indemnification

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

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

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

9. State audits

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

10. Government data practices and intellectual property

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

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

10.2 Intellectual property rights. [MAY BE SUBJECT TO NEGOTIATION BASED ON TYPE OF SYSTEM PROPOSED.]

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

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

(2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' compensation and other insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12. Debarment by State, its departments, commissions, agencies, or political subdivisions

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

13. Publicity and endorsement

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

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

14. Governing law, jurisdiction, and venue

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

15. Data disclosure

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

16. Payment to subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

17. Termination

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

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

18. Non-discrimination (In accordance with Minn. Stat. § 181.59)

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

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being

hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

19. Affirmative action requirements for contracts in excess of $100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business

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

19.1 Covered contracts and contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A. 36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

19.2 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 Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses 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.

19.3 Minn. R. 5000.3400-5000.3600.

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

(b) *Disabled Workers*. The Contractor must comply with the following affirmative action requirements for disabled workers.

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

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

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

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

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

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

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

20. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

21. Accessibility

Contractor agrees to make the delivered product/service compliant with all applicable Minnesota IT Accessibility Standards. The Minnesota IT Accessibility Standards can be reviewed at http://mn.gov/oet/programs/policies/accessibility/, and entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

[If Cloud/SaaS/Hosting, the remaining paragraphs will be included in the contract:]

22. Security and Data Protection

Contractor is responsible for the security and protection of the State data related to this Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of this Contract, if in conflict. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Contract.

22.1 Data Ownership. The State solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to the State data. For purposes of this section, “data” has the meaning of “government data” in Minnesota Statutes section 13.02, subdivision 7. Contractor has no and acquires no right, title or interest, whether express or implied, in and to the State data.

Contractor shall only use State data for the purposes set forth in this Contract. Contractor shall only access State data as necessary for performance of this Contract. Contractor will not access State user accounts except to respond to service or technical problems or at the State’s specific request.

All State data shall be remitted, in a mutually agreeable format and media, to the State by the Contractor upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if the State Chief Information Security Officer or delegate authorizes in writing the Contractor to sanitize and/or destroy the data and the Contractor certifies in writing the sanitization and/or destruction of the data. Ninety days following any remittance of State data to the State, Contractor shall, unless otherwise instructed by the State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the Contractor’s sole cost and expense.

22.2 Security Incidents. If Contractor becomes aware of a privacy or security incident regarding any State data, Contractor will immediately report the event to the State and the State Chief Information Security Officer. The decision to notify and the actual notifications to the State’s data subjects affected by the security or privacy incident is the responsibility of the State. Notwithstanding anything to the contrary in this Contract and in addition to Contractor’s indemnification obligations under Section 8, the Contractor shall indemnify, hold harmless and defend the State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any State data. Contractor shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any State data.

For purposes of this sub-section, "security incident" means the successful unauthorized access, use, disclosure, modification or destruction of data or interference with system operations in an information system. For purposes of this sub-section, "privacy incident" means violation of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) and/or federal privacy requirements in federal laws, rules and regulations. This includes, but is not limited to, improper or unauthorized use or disclosure of not public data, improper or unauthorized access to or alteration of public data, and incidents in which the confidentiality of the data maintained by Contractor has been breached. For purposes of this section, “not public data” has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

22.3 Security Program. Contractor must make all commercially reasonable efforts to protect and secure the State data related to this Contract. Contractor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). Contractor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology ("NIST") 800-53 Special Publication Revision 4, Federal Information Processing Standards ("FIPS") 199, Federal Risk and Authorization Management Program ("FedRamp"), or Control Objectives for Information and Related Technology ("COBIT"). For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf.

Contractor will make its Policy available to the State on a confidential, need-to-know basis, along with other related information reasonably requested by the State regarding Contractor's security practices and policies. Unless inconsistent with applicable laws, Contractor and the State must treat the Policy and related information on security practices and policies that are specific to the State as confidential information and as not public data pursuant to Minnesota Statutes section 13.37.

22.4 Data Management. Contractor will not use State data, including production data, for testing or development purposes. Contractor has implemented and will maintain procedures to physically and logically segregate State data, unless otherwise explicitly authorized by the State Chief Information Security Officer or delegate.

22.5 Data Encryption. Contractor shall encrypt all State data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys shall be unique to State data. Contractor shall secure and protect all encryption keys to State data. Encryption keys to State data shall only be accessed by Contractor as necessary for performance of this Contract.

22.6 Data Storage. Contractor agrees that any and all State data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.

22.7 Data Center and Monitoring/Support Locations. During the term of this Contract, Contractor agrees to: (1) locate all production and disaster recovery data centers that store, process or transmit State data only in the continental United States, (2) store, process and transmit State data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental United States. The State has the right to on-site visits and reasonable inspection of the data centers upon notice to Contractor of seven calendar days prior to visit.

22.8 Security Audits & Remediation. Contractor will audit the security of the systems and processes used to provide any and all cloud computing or hosting services, including those of the data centers used by Contractor to provide any and all cloud computing or hosting services to the State. This security audit: (1) will be performed at least once every calendar year beginning with 2016; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide to the State a copy of the Contractor Audit Report.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by Contractor, in a commercially reasonable timeframe.

22.9 Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the State Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under this Contract that apply to Contractor with respect to such data.

22.10 Compliance with Data Privacy and Security Laws and Standards. Contractor shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations.

23. Secure Coding. All source code will be scanned for vulnerabilities when changes are made and all vulnerabilities remediated and scanned again before being placed into production. Follow best practices for application code review and the OWASP top 10.

[**Signatures as required by the State.]**