

REQUEST FOR PROPOSALS

Minnesota Office of Higher Education Minnesota State Board of Investment

Project Overview

The Minnesota Office of Higher Education (the Office) and the Minnesota State Board of Investment (the Board) are seeking a full service vendor to manage the Minnesota College Savings Plan (the Plan).

The Plan was launched in September 2001 under contract with TIAA-CREF Tuition Financing, Inc. (TFI). The original contract expired on August 31, 2009. The Office and the Board again selected TFI to manage the Plan through an RFP proposal process with the current contract running from September 1, 2009 to August 31, 2014.

Current information about the Plan including the most recent Plan Disclosure Booklet and Participation Agreement may be found at <https://www.mnsaves.org>. The Plan currently has approximately \$1 billion in assets.

Minnesota statutory authority for the Plan exists under Chapter 136G and the Plan conforms to the United States Internal Revenue Code (IRC), Section 529. The current statute can be viewed here: <https://www.revisor.mn.gov/statutes/?id=136G>.

The Plan originally included a matching grant component which allowed account owners to receive up to \$400 per year from the state as determined by family income. This program was repealed by the state legislature during the 2011 session. Previously awarded matching grant accounts continue to exist and are administered as part of the Plan under the remaining matching grant provisions of statute 136G.

Minnesota does not currently provide any state income tax incentives to encourage contributions to the Plan. The Office has and continues to advocate for some form of tax incentive.

The Office has overall responsibility for the Plan and serves as the state's primary contact with the Plan's vendor. The Office is a cabinet-level state agency which administers grant, scholarship, work, loan, and tuition reciprocity programs for postsecondary students. The Office also provides information and outreach to younger students and their families to help them think about and to plan for how to gain access to postsecondary education in the future. The Office also serves as the state's clearinghouse for data, research, and analysis on postsecondary enrollment, financial aid, finance, and trends. Statutory authorization and responsibilities of the Office may be found at <https://www.revisor.mn.gov/statutes/?id=136A>.

The Board is responsible for selecting the Plan's investment options. The Board was established by Article XI of the Minnesota Constitution to invest all state funds. Its membership as specified in the state constitution is comprised of the Governor (who is designated as the chair), the State Auditor, the Secretary of State, and the State Attorney General. All investments undertaken by the Board are governed by the prudent person rule and other standards codified in current statutes in Chapters 11A and 356A. This information is available at:

<https://www.revisor.mn.gov/statutes/?id=11A>
<https://www.revisor.mn.gov/statutes/?id=356A>

Minnesota College Savings Plan Data

Minnesota College Savings Plan As Of November 29, 2013	
Investment Portfolio	Total Assets
Managed Allocation Ages 18 & Over	\$ 101,771,256
Managed Allocation Ages 15 to 17	137,826,491
Managed Allocation Ages 12 to 14	151,227,827
Managed Allocation Ages 8 to 11	177,364,134
Managed Allocation Ages 4 to 7	78,542,218
Managed Allocation Ages 0 to 3	18,615,273
Guaranteed Option	104,947,972
100% Equity Option	263,204,183
Balanced Option	37,578,685
Fixed Income Option	8,990,206
Money Market Option	7,706,643
International Equity Index Option*	364,460
Subtotal	1,088,139,348
MN Matching Grant Accounts (469 Accounts)	2,662,688
Total Plan Assets	\$ 1,090,802,036
Total Accounts Excluding Matching	59,822
Average Account Size Excluding Matching	\$ 18,190
*Inception date for this portfolio in the Plan was June 18, 2013.	

As of November 29, 2013, there were 33,401 account owners with accounts for 58,348 beneficiaries. Approximately 86% of account owners were Minnesota residents owning approximately 80% of Plan assets.

The Plan currently charges account owners annual asset-based management fees paid to the Plan's vendor. The fees range from 0.4625% to 0.5625% as determined by the investment option.

The state of Minnesota charges an annual asset-based administrative fee of 0.00754%.

Neither fee is charged to the Guaranteed Option.

The current Plan Manager and the Office as of July 1, 2011 voluntarily agreed to waive both fees with regard to the Money Market Option. These waivers may be rescinded at any time without notice to account owners.

The state of Minnesota's individual income tax treatment of qualified tuition programs is contained in [Minnesota Revenue Notice #00-09](#). That notice was subsequently updated to correct the statutory reference regarding the Plan to Chapter 136G.

Goals

The Office and the Board are firmly committed to their responsibilities for the Plan and will work closely with the Plan vendor to achieve the goals set for the Plan. The goals for the operation of the Plan are:

- To be customer-focused providing timely and accurate responses to account owners' or prospective account owners' inquiries whether by personal communication or via the Plan's website or other technological means.
- To provide an array of investment options that span the risk return spectrum and allow account owners of all income levels to readily create well diversified portfolios.
- To act as an educational tool to promote and encourage savings for postsecondary education expenses.
- To provide investment options with competitive returns while maintaining the lowest relative fee structure.
- To meet all responsibilities under Minnesota Statutes 136G, Section 529 of the Internal Revenue Code, and all other federal and state legal and regulatory requirements.

Sample Tasks

The Minnesota College Savings Plan vendor shall be responsible for the operation of the Plan. The following list of tasks required to be performed by the Plan vendor shall not be considered as all inclusive:

- Transitioning services from the current vendor, if applicable.
- All recordkeeping and administration.
- Establishing and maintaining individual Plan accounts including existing matching grant accounts.
- Processing deposits, transfers, charges, and withdrawals.
- Preparing and distributing participant statements of account.
- Answering account owners' and potential account owners' questions and complaints as part of overall customer service.
- Investment management including asset custodial responsibilities.
- Marketing
- Creating and/or maintaining a website dedicated to the Plan.
- Providing investment recommendations to the Board for its consideration.
- Performing any other financial services or legal activities necessary to keep the Plan in compliance as a qualified tuition program under the laws and regulations of the United States and the state of Minnesota.
- Providing all required reporting to account owners including Form 1099Q.
- Providing all required reporting to the Office, the Board, and any other external entities.
- Maintaining account owners' information in strict compliance with all confidentiality requirements.
- Maintaining a secure environment to prevent loss or theft of all records whether kept in paper or electronic formats.
- Calculating and remitting to the Office the state of Minnesota administrative fee charged to the investment portfolios of the Plan.

Contract Term

The contract to administer the Plan will become effective upon signing of the contract and will be in force through August 31, 2019 unless otherwise terminated pursuant to the terms of the contract. Should the Office and the Board elect to contract with a new vendor, conversion activities will commence prior to September 1, 2014 to ensure a successful transfer of responsibilities. The Office and the Board will mutually agree with the selected responder on the terms and conditions of the contract prior to the awarding of the contract. The Office and the Board will enter into a single contract with a vendor with each agency signing the contract.

RFP Not a Guarantee of Award

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.

Payment to Vendor

The Plan vendor will be paid via fees charged to the investment option portfolios of the Plan as previously described. The fees will be approved for release by the Office on a monthly basis paid in arrears. Neither state of Minnesota appropriated monies nor any other source of state of Minnesota funds will be available to pay the Plan vendor.

Questions About This RFP

Prospective responders who have any questions regarding this request for proposal must submit their questions in writing via email to the contact listed below. Questions must be received by 4:30 p.m. CST on Friday, January 3, 2014. The answers to all questions received by the deadline will be answered in one addendum to this RFP which can be accessed through the SWIFT system. All prospective responders are responsible for checking the SWIFT system after the question submission deadline to determine if an addendum was issued.

Robert Helgeson
Minnesota Office of Higher Education
robert.helgeson@state.mn.us

Other Office and Board personnel are **not authorized** to discuss this request for proposal with responders before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Proposal Content

Each responder **must** reply, in the order presented, to each of the following subject areas denoted with italicized subheadings. All specific requests under each subheading **must** be answered although each responder may choose to answer with more or less detail. If for any reason a particular request does not apply to a responder, the responder must answer with "Not Applicable" and explain why. After providing responses to the required requests under a given subheading, each responder is encouraged to provide additional information related to the subheading topic which the responder believes will assist the evaluation team in fully understanding the responder's proposal.

Contact Person

Provide the name, title, address, telephone number, and e-mail address of the person who will be the point of contact for and who will represent the responding organization with regards to this RFP. The state of Minnesota will direct all correspondence to this person via the contact information provided.

Experience with Qualified Tuition Programs (“529 Savings Plans”)

- Provide the names of all states (including the District of Columbia) and the corresponding names of the qualified tuition plan(s) which the responder currently manages or formerly managed.
- Provide the beginning and ending dates during which time the responder managed each of the plans.
- Provide the size of each plan expressed as total assets at the time the responder ceased to manage a plan or the current size for those plans still under management by the responder.
- Provide a basic description of each plan to include items such as: direct sold versus broker sold, types of investments offered (passive versus active management), etc.
- Provide the contact information for one or more persons who would be qualified to act as a reference regarding the responder’s plan management abilities for each of the plans currently under management by the responder as well as for each plan previously managed by the responder. The responder is not required to provide references for more than five plans currently under management, but may choose to provide more than five. The responder is not required to provide references for more than five plans previously managed, but may choose to provide more than five.

Organizational Structure and Personnel

- Provide a current organizational chart of the responder which shows at a minimum the titles of each position on the chart.
- If applicable, provide a separate organizational chart for the sub-unit responsible for managing qualified tuition programs within the responder’s overall organization. This chart must show not only position titles, but also the names of the people who currently hold those positions.
- Provide an explanation of the overall organizational structure.
- Provide an explanation of the reporting structure of the people involved with the management of qualified tuition programs.
- Provide for the staff who are directly involved with the management of qualified tuition programs the number of years each person has been with the responder as well as total years directly involved with the management of qualified tuition programs.
- Provide biographical and/or résumé information about the staff who manage qualified tuition programs. Résumés 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.

- Identify which of these staff would be responsible for managing the Minnesota Plan and if any of those staff would also be primarily responsible for managing one or more other plans. Explain how the staff could provide excellent service and maintain focus on the Minnesota Plan if they also manage one or more other plans.
- Indicate where each of the staff who would have responsibilities related to the Plan would be geographically located.
- If applicable, provide the names and addresses of sub-contractors which would be used as part of the management of the Plan. Explain the functions provided by each sub-contractor and why these functions cannot be performed by the responder.
- Explain if any of the work required to manage the Plan by either the responder or one or more subcontractors would be performed outside of the United States and, if so, why this is necessary.

Information and Record Retention and Security

- Provide a summary of its security plan describing its administrative, physical, technical and systems controls which would be used to protect the personal and financial data of the Plan and its account owners and beneficiaries. This summary must address the proposed security for the Plan's website including how an account owner obtains secure access to data.
- Indicate if the responder will use "dedicated" hardware to host Plan applications and data and, if not, how it will handle the segregation of Plan data.
- Disclose if the responder has been a party in the past five years to any breach or loss of personal, financial, or other data considered private or confidential and, if so, what steps were taken to address the issue both in the short term related to the specific breach/loss and also in the longer term to prevent such a breach/loss from happening again.
- Provide a description of its proposed records retention system and practices.

Customer Service

- Describe the options that would be available for current and prospective Plan account holders to interact with the responder (e.g. Plan website, call center, automated voice systems, access from personal electronic devices, etc.) Please be specific for each option regarding days and hours of availability, any increases in staff during identified peak times, qualifications of phone center staff to answer questions including ones related to investments, dedication of specific call center staff to the Plan versus being a general call center, limitations on connectivity of personal devices based on operating systems, etc.
- Provide information about whether all or parts of the Plan's website could be provided in different languages.
- Describe the responder's proposed operational performance measures for the Plan relative to customer service functions and when and by what means the results would be communicated to the Office.

- Describe any challenges, complaints, or other issues the responder has faced relative to customer service in the past and what improvements were made to address the problems.
- Describe any challenges which the responder anticipates in meeting the high customer service expectations of the Plan.

Accessibility

The state of Minnesota is committed to ensure that services and information available via websites and other technological means can be accessed by all of its citizens and other prospective users. Therefore, the responder must complete the two attached Voluntary Product/Service Accessibility Templates (VPATs). The response must contain adequate information to evaluate the responsiveness to the accessibility standards. For more information about completing the forms, the current Minnesota standards, and other related information, the responder should consult the “Policy”, “Standards”, and “Resources” tabs of the following page from the MN.IT Services website:

<http://mn.gov/oet/policies-and-standards/accessibility/index.jsp#>

Reports

- Provide a list and examples of proposed Plan reports and statements to be made available to account owners, the Office, the Board, and other interested parties.
- Provide the responder’s proposal for how frequently each report would be run and the means for its distribution.
- Indicate which reports an account owner could run or download directly from the Plan’s website.
- Provide examples of the investment-related reports the responder would supply to the Board.

Marketing Plan and Budget

- Provide a description of the proposed annual marketing plan for the Plan including examples of marketing materials.
- Provide the responder’s philosophy on what marketing strategies would be the best to reach families with lower incomes.
- Provide, if applicable, descriptions of marketing plans utilized by the responder for other qualified tuition programs similar to the Plan and an analysis of the results.
- Provide the proposed annual budget for marketing the Plan and an approximate categorical breakdown (salaries/benefits, materials, etc.).
- Provide a proposed staffing plan for the marketing function including how many staff would be located in Minnesota.

- Provide, if applicable, descriptions of any past marketing experience using materials and presentations in languages other than English.

Investment Philosophy and Decision Making Structure

- Provide a description of the responder's investment philosophy that would be used to create investment option proposals for the Plan.
- Provide a description of the responder's process to be used to make investment decisions within the proposed options.
- Provide a description of the responder's decision making structure that would be used to choose the underlying investments proposed for the Plan.

Investment Options and Performance

The responder should propose an array of investment options for the Plan. The Office and the Board intend to continue the current age based investment options. The responder should provide details on what other investment options, if any, would be proposed for the Plan. The Board will require the Plan Manager to produce quarterly investment performance analysis for review and discussion between the parties.

- Provide a description of the investment options the responder would propose for the Plan including descriptions of the underlying investments, and expected net returns and standard deviation based on historical experience for the three-year, five-year and ten-year periods ending June 30, 2013 . The responder must also indicate whether the investment options are actively managed or passively managed index funds.
- Describe in detail for each investment option:
 - The array of investment choices the responder is recommending.
 - Why the responder recommends the array of options.
 - The overall investment strategy represented by each of the options and the array of options as a whole, including portfolio diversification strategies.
 - What types of investments are proposed within each of the options.
 - If mutual funds or other investment products would be used to construct the proposed investment options.
 - What the planned asset allocation is for each of the proposed options (and within an option, if applicable) including composition of portfolios for aged-based options.
 - Why the responder believes that any provided alternatives would appeal to the public seeking venues for college savings.
 - What process or standards for rebalancing the responder proposes for each of the options.
 - For pre-existing funds, describe the history of the fund, including inception date, identity of current portfolio manager, value of assets as of January 1, 2013, investment objectives, investment process and risk management process, and returns relative to appropriate benchmarks as of June 30, 2013 for the trailing one, three, five and 10 years as well as life of the fund if over 10 years, all on an annualized basis.
 - How the 529 products proposed by the responder interface or integrate with other investment products offered by the responder.

- What the proposed distribution channels are, including the sales organization, any advisor networks and associated advisor support services, both in-person and electronic media support, and institutional distribution channels.
- What account rollover and NAV policy the responder is proposing.

For more information regarding investment of accounts see Minnesota Statutes 136G.07.

Fees

Provide a detailed description of the proposed fees to be charged against each proposed investment option. The proposed fees must not include the state of Minnesota fee. The proposed fee structure must include the following detail:

- A proposed fee structure assuming no Minnesota Individual Income Tax deduction/credit for contributions to the Plan. In addition, identify the size(s) that the Plan asset base must attain in order to trigger a decrease(s) in fees and provide the amount(s) of the fee decrease(s).
- A proposed fee structure assuming a Minnesota Individual Income Tax refundable tax credit of \$300 per beneficiary for contributions to the Plan excluding rollover contributions. In addition, identify the size(s) that the Plan asset base must attain in order to trigger a decrease(s) in fees and provide the amount(s) of the fee decrease(s). Disclaimer: The terms of this assumption are solely for the purpose of providing a common standard to which all responders must reply. The statement of this assumption in this RFP does not and should not be interpreted to suggest that any form of Minnesota Individual Income Tax incentive for Plan contributions has been or will be introduced during the 2014 or any future Minnesota legislative session.

Note: The responder must submit separate technical and cost proposals as further described under the heading “Proposal Instructions”.

State of Minnesota Required Forms

In addition to the two VPATs previously noted as being required, each responder must complete and submit the following forms:

- Affidavit of Non Collusion
- Certificate Regarding Lobbying
- Affirmative Action Certification
- Veterans Preference Form (if applicable)
- Resident Vendor Form (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.

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.

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 the Event 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 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.mmb.state.mn.us/vendorresources>. **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.

Responder proposals received and date/time stamped in the SWIFT system as of the Event End Date for this proposal will be considered final and will be held as an irrevocable offer for 180 days from that date unless the responder requests a withdrawal in accordance with Minnesota Rules, Section 1230.0600.

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

Fax, e-mail, and printed proposals will not be accepted or considered.

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. Cost proposals will not be reviewed by the evaluation team prior to the qualification scores being finalized.

The Office or the Board may print or otherwise reproduce in electronic form any proposal received and distribute same to state of Minnesota personnel or other authorized persons involved in the evaluation of the proposal.

Proposal Evaluation

All responses received by the Event End Date and time for this RFP will be reviewed by the state. An evaluation committee comprised of staff from the Office and the Board (including advisory committee members) will evaluate the proposals. Other state of Minnesota staff and/or technical advisors may be consulted during the evaluation process.

A proposal will first be reviewed for responsiveness to determine if the minimum requirements have been met. A proposal that fails to meet minimum requirements will not advance to the next phase of the evaluation.

A 1,000-point scale will be used to create the final evaluation recommendation.

The technical proposals will be reviewed and scored first prior to reviewing the separate cost proposals.

The corresponding cost proposals will then be reviewed, scored, and added to the technical proposal scores to arrive at overall scores.

The state reserves the right, based on the scores of the proposals, to create a short-listing 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.

The state reserves the right to contact one or more of the references provided in each proposal as part of the evaluation process.

Mandatory Requirements (Scored as Pass/Fail)

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

A proposal must be received via the SWIFT portal on or before the Event End Date and time specified for this RFP in order to be considered.

A proposal must respond to each request in the “Proposal Content” section of the RFP. If for any reason, a particular request is not applicable, the vendor submitting the proposal must still respond with an answer of “Not applicable” and an explanation of why this is so. Note: The Office and the Board reserve the right to waive informalities and minor deficiencies as covered under Minnesota Rules 1230.0700.

The proposal must be signed in order to be considered.

If there is proof of collusion among any or all of the responders to this RFP, then all proposals submitted by the parties to the collusion will not be considered.

A proposal which is found to be in noncompliance with applicable laws, contains unauthorized additions or deletions, contains a conditional bid, or contains any other irregularity which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning will not be considered.

A proposal containing provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that deviate materially from those in this RFP will not be considered.

Evaluation Factors

Each proposal which moves beyond the pass/fail stage will be scored and may receive up to a maximum total of 1,000 points broken down as follows:

Cost to account owners (not including state of Minnesota admin fees)	300
Investment options and performance	250
Customer service and marketing	250
Website accessibility	100
Experience with administration of qualified tuition programs	100

It is anticipated that the evaluation and selection process will be completed by March 7, 2014.

General Requirements

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion 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 discussion 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 as well as 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 Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, 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, Minnesota Statute § 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 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.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance 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.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 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

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached 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 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.

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 after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must 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 organization 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" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG 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 Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Human Rights Requirements

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 Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 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 Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Insurance Requirements

- A. Contractor shall not commence work under the contract until they have 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 Minnesota Statute 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

Other; if applicable, please list _____

State of Minnesota 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, and 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**
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 providing financial documentation by submitting the 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 notify 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; and
- 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.

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 MN 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.

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

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

Affirmative Action Certification Page, Revised 6/11 - MDHR

**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: _____

STATE OF MINNESOTA

VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to certified small businesses that are majority-owned and operated by:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. When responding to a Request for Bid (RFB), the preference is applied only to the first \$500,000 of the response. When responding to a Request for Proposal (RFP), the preference is applied as detailed in the RFP.

If you are claiming the veteran-owned preference, attach documentation, sign and return this form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

My firm is a certified small business and it is majority-owned and operated by an eligible person as defined by Minn. Stat. § 16C.16, subd. 6a.

Yes No (must check yes or no) State the type of documentation attached:

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;

State the type of documentation attached:

- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs;

State the type of documentation attached:

- (3) any other veteran-owned small businesses certified under Minnesota Statute Section 16C.19, paragraph (d).

State the type of documentation attached:

Name of Company:
Authorized Signature:
Printed Name:

Date:
Telephone:
Title:

IF YOU ARE CLAIMING THE VETERAN-OWNED PREFERENCE, ATTACH DOCUMENTATION, SIGN AND RETURN THIS FORM WITH YOUR RESPONSE TO THE SOLICITATION.

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, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.

[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. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of _____.
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; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

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. 5(b), 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.
- (c) *Federal funds.* (Where applicable, if blank this section does not apply.) Payments under this Contract will be made from federal funds obtained by the State through _____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor’s failure to comply with federal requirements.

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.

(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. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

14. Publicity and endorsement

14.1 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.

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

15. 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.

16. 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.

17. 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).

18. Termination

18.1 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.

18.2 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.

19. 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.”*

20. 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.

20.1 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.

20.2 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.

20.3 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.

21. 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.

[Signatures as required by the State.]

VPAT

Section 508 of the Rehabilitation Act

Completion of this form is mandatory. If you fail to complete this form, your RFP response is invalid. **It is strongly recommended Technical Staff who are trained in Accessibility complete this form.**

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service.

Software Applications and Operating Systems

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (provide comments even when you determine that the standard doesn't apply to your product)
Section 508: 1194.21 Software Applications and Operating Systems				
(a)	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.			
(b)	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.			
(c)	A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.			
(d)	Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.			
(e)	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.			
(f)	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.			
(g)	Applications shall not override user selected contrast and color selections and other individual display attributes.			
(h)	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.			

(i)	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.			
(j)	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.			
(k)	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.			
(l)	When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.			

Web-based Internet information and communications

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.22 Web-based Internet information and communications				
(a)	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).			
(b)	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.			
(c)	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.			
(d)	Documents shall be organized so they are readable without requiring an associated style sheet.			
(e)	Redundant text links shall be provided for each active region of a server-side image map.			
(f)	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.			
(g)	Row and column headers shall be identified for data tables.			
(h)	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.			
(i)	Frames shall be titled with text that facilitates frame identification and navigation			
(j)	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.			
(k)	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.			
(l)	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.			

(m)	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).			
(n)	When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.			
(o)	A method shall be provided that permits users to skip repetitive navigation links.			
(p)	When a timed response is required, the user shall be alerted given sufficient time to indicate more time is required.			

Telecommunications products

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.23 Telecommunications products				
(a)	Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.			
(b)	Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.			
(c)	Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.			
(d)	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.			
(e)	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.			
(f)	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.			
(g)	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.			

(h)	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.			
(i)	Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.			
(j)	Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.			
(k1)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.			
(k2)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.			
(k3)	Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.			
(k4)	Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.			

Video and Multi-media products

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.24 Video and Multi-media products				
(a)	All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.			
(b)	Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.			
(c)	All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.			
(d)	All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.			
(e)	Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.			

Self-Contained, Closed products

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.25 Self-contained, Closed products				
(a)	Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.			
(b)	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.			
(c)	Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).			

(d)	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.			
(e)	When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.			
(f)	When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.			
(g)	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.			
(h)	When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.			
(i)	Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.			
(j1)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.			
(j2)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.			
(j3)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.			
(j4)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.			

Desktop and Portable Computers

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.26 Desktop and Portable Computers				
(a)	All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).			
(b)	If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).			
(c)	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.			
(d)	Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards			

Functional Performance Criteria

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.31 Functional Performance Criteria				
(a)	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.			
(b)	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.			
(c)	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided			
(d)	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.			
(e)	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.			
(f)	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.			

Information, Documentation, and Support

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.41 Information, Documentation, and Support				
(a)	Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge			
(b)	End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.			
(c)	Support services for products shall accommodate the communication needs of end-users with disabilities.			

VPAT

Web Content Accessibility Guidelines 2.0 level AA

Completion of this form is mandatory. If you fail to complete this form, your RFP response is invalid. **It is strongly recommended Technical Staff who are trained in Accessibility complete this form.**

The comments portion must be filled in to further define how accessibility is or is not met. The quality of the comments impacts the reviewers' understanding of the accessibility of your product/service. NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments (mandatory)
<i>Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.</i>				
1.1.1	<p>Non-text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> • Controls, Input: If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) • Time-Based Media: If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for the additional requirements for media.) • Test: If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. • Sensory: If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. • CAPTCHA: If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. • Decorative, Formatting, Invisible: If non-text content is pure decoration, is used only for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. 			

<i>Guideline 1.2 Time-based Media: Provide alternatives for time-based media.</i>				
1.2.1	Audio-only and Video-only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A): <ul style="list-style-type: none"> Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. 			
1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)			
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)			
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			
<i>Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.</i>				
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)			
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)			
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)			
<i>Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.</i>				

1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)			
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)			
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)			
1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) <ul style="list-style-type: none"> • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed. 			
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 			

1.4.8	<p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> • Foreground and background colors can be selected by the user. • Width is no more than 80 characters or glyphs (40 if CJK). • Text is not justified (aligned to both the left and the right margins). • Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. • Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. 			
1.4.9	<p>Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p>			

Principle 2: Operable - User interface components and navigation must be operable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.</i>				
2.1.1	<p>Keyboard: All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A)</p>			
2.1.2	<p>No Keyboard Trap: If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A)</p>			
2.1.3	<p>Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)</p>			

<i>Guideline 2.2 Enough Time: Provide users enough time to read and use content.</i>				
2.2.1	<p>Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 			
2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 			
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
<i>Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.</i>				
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)			
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)			
<i>Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.</i>				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)			

2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)			
2.4.3	Focus Order: If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A)			
2.4.4	Link Purpose (In Context): The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A)			
2.4.5	Multiple Ways: More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA)			
2.4.6	Headings and Labels: Headings and labels describe topic or purpose. (Level AA)			
2.4.7	Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)			
2.4.8	Location: Information about the user's location within a set of Web pages is available. (Level AAA)			
2.4.9	Link Purpose (Link Only): A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA)			
2.4.10	Section Headings: Section headings are used to organize the content. (Level AAA)			

Principle 3: Understandable - Information and the operation of user interface must be understandable.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 3.1 Readable: Make text content readable and understandable.</i>				
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)			
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)			
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)			
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)			

3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)			
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)			
<i>Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.</i>				
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)			
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)			
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)			
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)			
3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)			
<i>Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.</i>				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)			
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)			
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)			
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			
3.3.5	Help: Context-sensitive help is available. (Level AAA)			

3.3.6	<p>Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA)</p> <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			
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Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
<i>Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.</i>				
4.1.1	<p>Parsing: In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A)</p>			
4.1.2	<p>Name, Role, Value: For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A)</p>			