Minnesota State Board of Investment

REQUEST FOR PROPOSAL FOR
Portfolio Management System and Investment Accounting System

Minnesota’s Commitment to Diversity and Inclusion

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to www.mn.gov/admin/oep.
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REQUEST FOR PROPOSAL (RFP)

The Minnesota State Board of Investment (SBI) is issuing a request for proposals (RFP) for a Portfolio Management System and Investment Accounting System to assist the SBI in carrying out its statutory reporting and management obligations. The Portfolio Management System will be three distinct parts, order management system, pre-trade compliance system and portfolio and risk analytics system.

Proposals received at the offices of the SBI after 3:00 P.M. CT on March 23, 2017 will not be considered.

This RFP does not obligate the SBI to complete the procurement and the SBI reserves the right to cancel the solicitation if the SBI considers it to be in its best interest.

I. Introduction

The Minnesota State Board of Investment (SBI) manages approximately $81.4 billion for the State of Minnesota and related constituents. Of this amount, nearly $67.6 billion represents retirement funds, which the SBI invests on behalf of various state and local governmental employees. The remainder of the assets are made up of trust funds and State cash accounts.

The SBI requires a Portfolio Management System, as defined above, to manage internal portfolios of approximately $12.3 billion in assets that are traded internally by SBI staff. In addition, the SBI is in need of an investment accounting system for accounting data that can be used to provide assurance of the validity of accounting assets of $63.4 billion and produce financial reports for State accounts.

In 2013 SBI entered into a contract with a new service provider for both a Portfolio Management System and investment accounting system with (QED Financial Systems Inc., Marlton, NJ). The current five-year contract will expire on December 31, 2017 and an RFP process must be completed before a new contract can be issued. The SBI is issuing this RFP to comply with State law that requires all contracts be re-bid every five years. The SBI is open to alternative approaches and encourages other organizations to respond to this RFP.

The SBI utilizes many additional software systems and databases to provide the analytic capabilities necessary to carry out its fiduciary and statutory responsibilities.
II. Goal

The goal of this RFP is to obtain a system or systems capable of providing the SBI with the ability to run pre-trade compliance tests, enter and process trades and provide portfolio analytics for SBI’s internally traded portfolios. In addition, it must provide assurance for the validity of the accounting records for all assets under management.

Detailed requirements are set forth in Section III of this RFP.

Responders may submit a proposal for any of the three parts of the Portfolio Management System and/or the Investment Accounting System. The Portfolio Management System is made up of three parts:

- Pre-Trade Compliance System
- Order Management System
- Portfolio and Risk Analytics System

You may submit bids for as many systems as your product(s) cover. If submitting for multiple responses, each must be separated into its own separate section.

1. Portfolio Management System:

- Assets traded included State of Minnesota cash assets, internally managed non-retirement bond portfolio, internally managed non-retirement equity index fund and a bond portfolio to enhance our un-invested cash. All internally traded funds are managed by the internal staff of the SBI.

- SBI staff enters into trades for its internally managed funds and requires an order management system that provides straight through processing of the trade information to the state’s accounting provider and custodian(s).

- The pre-trade compliance system must be able to conduct tests on all trades to validate the adherence to accounts guidelines. This includes but not limited to repo, commercial paper, treasuries, mortgage backed, asset backed, corporates, equities and futures.

- The portfolio analytics system must be able to provide various portfolio risk metrics including but not limited to holdings, performance, attribution, scenario analysis, keynote analytics, and characteristics.

- The majority of the time the SBI generates 5 to 10 fixed income trades per day. For equities the SBI generates 0 to 5 trades per day but four times per year will generate 100 to 200 trades in one day.
• The system must support the state’s commitment to a diverse workplace by demonstrating support for accessibility and usability. The vendor’s proposal will be scored in part on its ability to demonstrate current and future accessibility.

2. Investment Accounting System:

• The system must give SBI internal accounting staff the ability to do daily reconciliations of internally traded accounts, monthly reconciliations of externally traded accounts, and the ability to close and journalize all transactions into a general ledger.

• The vendor must provide system support for SBI internal accounting staff for transactions and system functions including but not limited to the following: security master files, transaction details, and general ledger entries.

• Income and account balances are maintained as daily priced pooled funds.

• This system will be used as a post audit internal control system for both the internally and externally managed funds and will be the accounting system for all internally managed assets.

• All externally traded transaction information will be transmitted from the SBI's custodial banks via electronic means in a format to be agreed to by all parties.

• The system must support the state’s commitment to a diverse workplace by demonstrating support for accessibility and usability. The vendor’s proposal will be scored in part on its ability to demonstrate current and future accessibility.

The SBI reserves the right to contract for any of these systems separately or to contract for the system as a whole. If bidding on multiple systems, the proposal must clearly delineate how these systems relate to each other and the cost associated with selecting any possible combination of them.
Background Regarding the SBI

A. Legal Authorization

The SBI was created pursuant to Article XI, Section 8, of the Minnesota Constitution for the purpose of administering and directing the investment of all state funds. Statutory provisions relating to fiduciary responsibility, portfolio composition, and the types of securities in which the SBI may legally invest are set forth in Minnesota Statutes Chapter 11A and 356A (incorporated by reference, a true and correct copy of which can be found at https://www.revisor.mn.gov/pubs).

B. Composition

The Minnesota constitution specifies the membership of the State Board of Investment to be composed of four elected officials: Governor, State Auditor, Secretary of State, and State Attorney General.

The SBI has established an Accounting System Review Committee to prepare and distribute a formal RFP to evaluate available Portfolio Management Systems and Investment Accounting System services.

C. Funds Invested by the SBI

The funds invested by the SBI, as of September 30, 2016, are listed below:

<table>
<thead>
<tr>
<th>Funds</th>
<th>External or Internal</th>
<th>Market Value (Billions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Retirement Funds</td>
<td>External</td>
<td>$59.5</td>
</tr>
<tr>
<td>Supplemental Investment Fund</td>
<td>External and Internal</td>
<td>2.1</td>
</tr>
<tr>
<td>State Deferred Compensation Plan</td>
<td>External</td>
<td>6.0</td>
</tr>
<tr>
<td>Assigned Risk Plan</td>
<td>External</td>
<td>0.3</td>
</tr>
<tr>
<td>MN College Savings Plan</td>
<td>External</td>
<td>1.2</td>
</tr>
<tr>
<td>Permanent School Fund</td>
<td>Internal</td>
<td>1.2</td>
</tr>
<tr>
<td>Environmental Trust Fund</td>
<td>Internal</td>
<td>0.9</td>
</tr>
<tr>
<td>State Cash Accounts</td>
<td>Internal</td>
<td>9.3</td>
</tr>
<tr>
<td>Other Post Employment</td>
<td>Internal</td>
<td>0.5</td>
</tr>
<tr>
<td>Miscellaneous Accounts</td>
<td>Internal</td>
<td>0.4</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$18.4</strong></td>
</tr>
</tbody>
</table>

A brief description of each fund is included as Exhibit A on page 31 of this package.
D. External and Internal Asset Management

1. Externally Managed Assets

The SBI invests the Combined Retirement Funds in domestic and international equities, fixed income, real estate, private equity, venture capital, resource funds, mezzanine debt, and derivative securities, in six asset class pools. These pools are:

- Active Domestic Stock pool
- Passive Domestic Stock pool
- International Stock pool
- Bond pool
- Alternative Investments pool
- Cash pool

These assets are managed by investment management companies retained by the Board.

<table>
<thead>
<tr>
<th>Numbers of Managers</th>
<th>Asset Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Domestic Equity (19 active, 4 semi-passive and 2 passive)</td>
</tr>
<tr>
<td>18</td>
<td>Foreign Equity (6 active, 1 passive, 3 semi-passive, 7 active emerging markets and 1 passive emerging)</td>
</tr>
<tr>
<td>7</td>
<td>Fixed Income (4 active and 3 semi-passive)</td>
</tr>
<tr>
<td>8</td>
<td>Real Estate</td>
</tr>
<tr>
<td>53</td>
<td>Private Equity and Venture Capital</td>
</tr>
<tr>
<td>9</td>
<td>Resource</td>
</tr>
<tr>
<td>17</td>
<td>Yield Oriented</td>
</tr>
<tr>
<td>1</td>
<td>Stable Value</td>
</tr>
</tbody>
</table>

The SBI also invests some non-retirement assets using one external manager. The SBI uses a master custodian, currently State Street Bank, to provide a variety of administrative and management functions for these assets.

The SBI has a need for an investment accounting system to validate the accuracy of these assets.

2. Internally Managed Assets

The state's cash account and some non-retirement assets are managed internally. The SBI invests the bulk of the cash accounts in a single pool. The non-retirement assets are invested in one index equity pool and one active bond pool. The assets of the cash accounts are custodied at Wells Fargo Bank, Minneapolis. The other non-retirement assets are custodied by State Street.
A portfolio management system is needed to manage these assets. An investment accounting system also is needed to validate the accuracy of these assets and prepare various financial reports and statements.

E. Staffing and Support Services

The SBI has a staff of twenty-five (25) persons supervised by an Executive Director. The staff is responsible for the implementation of Board policies on an on-going basis. The Executive Director reports investment performance and makes policy recommendations to the SBI at quarterly and special meetings. As part of their on-going duties, the SBI staff maintains close contact with the Board members and their staffs, the State Legislature, the statewide and local retirement systems whose assets are managed by the SBI, and other organizations with interest in the operations and results of the Board.

The SBI also utilizes the services of its 17 member Investment Advisory Council (IAC) whose duties are set forth in Minnesota Statutes 11A.08. The IAC is composed of the State Commissioner of Management and Budget, the Executive Directors of the three statewide retirement systems, one governor designated retiree representative, two governor designated active employee representatives and ten persons knowledgeable in general investment matters.

The IAC's duties are to advise the Board and Staff on general investment policy matters and perform other advisory tasks as the SBI requests. The IAC meets quarterly prior to the SBI's quarterly meeting.

The SBI has established an Administrative Committee to oversee the Executive Director's annual work plan and administrative budget. The Committee is comprised of each Board member (or his/her designee) as well as the chair and vice chair of the IAC and the Directors of the three statewide retirement systems.

The Proxy Committee establishes guidelines for voting shares held by the SBI.

A chart illustrating the SBI's functional organizational structure is included in Exhibit B on page 37 of this package.

F. Relationship with Outside Organizations

The SBI retains State Street Bank and Trust as master custodian for the majority of assets included in this RFP. Wells Fargo Bank of Minneapolis acts as a clearing agent and custodian for State cash accounts that are managed internally at the SBI. Interaction between the vendor and these organizations will be required.
Monthly reporting is required for the various state agencies whose funds are invested by the SBI. Some of the reports required include but not limited to asset listings, daily earnings credit, performance information and financial statements.

III. Tasks /Duties of the System(s)

Vendor proposals must specify how various functions and requirements of the RFP would be split between, or duplicated in the multiple systems being requested (pre-trade compliance, order management, portfolio and risk analytics and Investment Accounting System). Some overlap and duplication between the multiple systems may occur. The SBI requires that each system be provided as a stand-alone product. Proposals should include a description of how various functions would be provided if only one of the modules were purchased.

The system(s) being requested is intended to provide the SBI with a computerized system to carry out the order management, compliance and analytical functions for internally managed assets and a system to heighten the level of internal control to provide assurance of the validity of all assets under management. Following is a list of requirements for each system that you will need to describe in detail as part of the response as noted in IV Proposal Content, Section III.

Order Management System:

1. An order management system with on-line ability for the SBI’s cash, internal bond and equity portfolios. System must be able to provide straight through processing of the trade information to the SBI’s investment accounting system and custodian(s).

2. Must be able to convey the trade information using straight through processing. Trade tickets should include but not limited to the following information:
   a. Type of security and CUSIP identifier.
   b. Trade and settle date.
   c. Interest rate.
   d. Cost of units and number of units purchased or sold.
   e. Coupon rate, maturity date, issue date, and trade type.
   f. Broker information including broker number, trade location, and commission.
   g. Pool and account information.
   h. Settlement Information.
   i. Fees.
   j. Original Pace.
   l. Factor.
3. Must be able to value securities at average cost.

4. Must be able to purchase/sell in multiple lots and partial lots while maintaining average cost valuation and properly identifying account ownership.

5. Must have the ability to electronically interface with SBI custodian banks and SBI’s investment accounting system.

6. Must be able to transmit Futures trades and cancels in a straight through process in the format that the SBI’s custodian bank requires.

7. Must be able to transmit Custody Only movement of securities used for collateral in a straight through process in the format that the SBI’s custodian bank requires.

8. Must have automatic and real time connection to data feed sources to update security master file, including but not limited to the following items:
   a. Security pricing
   b. Corporate reorganization actions
   c. Dividend entitlement
   d. Daily/monthly interest resets

9. Must have the ability to record trades to a pooled account with a sub account identified on the transaction.

10. Must have reports available on-line and in real time. Reports shall include the holding file and trade transaction file. Please provide sample reports that your system is able to provide. The reports should include but not limited to the following items if applicable:
    a. Pool and account identifiers
    b. Number of units owned by CUSIP and sortable by pool, or account
    c. Purchase cost of security
    d. Coupon rate of security
    e. Purchase date, maturity date, and call date
    f. Market value
    g. Acquisition or purchase yield.

11. Describe your systems ability and flexibility to produce ad-hoc reports and export data. The vendor and SBI shall mutually agree upon the form, content, timing and delivery method of reports.

12. Describe any trades or securities that would need to be manually entered by the traders.
13. Describe the services you provide for integrating your order management system with a pre-trade compliance system, an analytics system, and an accounting system.

14. Must provide annual report on controls in place in operations and test of operating effectiveness (SSAE 16/SOC 1) as performed and prepared by an independent auditor.

15. System software will remain the property of the vendor. The SBI will have full use and access to software over the life of the contract. The vendor must agree to maintain and modify this software to meet any reasonable request of the SBI. Platform must reside and be maintained on the vendors server.

**Pre-Trade Compliance System:**

1. Describe your pre-trade compliance systems ability to verify conformity of all trades with the SBI investment guidelines for short term cash, fixed income and equity trades.

2. Describe in detail the rules writing capability and who is responsible for writing and maintaining the compliance system.

3. Describe in detail the data sources available to run tests.

4. Describe the systems coverage to be able to handle pre-trade compliance testing of a wide range of securities.

5. Attached in Exhibit L on page 83 is a State of Minnesota policy on Prohibited Purchasing of State Bonds by State Entities. Describe your systems capability for developing a pre-compliance check to ensure traders do not enter into a trade for prohibitive State Bonds.

6. Describe the controls your system has to ensure traders cannot manipulate the compliance settings.

7. Describe your audit trail capabilities.

8. Describe any limitations of compliance by trade type or security type.

9. Describe the services you provide for integrating the pre-trade compliance system with an order management system, and analytics system.

10. Must provide annual report on controls in place in operations and test of operating effectiveness (SSAE 16/SOC 1) as performed and prepared by an independent auditor.
11. System software will remain the property of the vendor. The SBI will have full use and access to software over the life of the contract. The vendor must agree to maintain and modify this software to meet any reasonable request of the SBI. Platform must reside and be maintained on the vendor’s server.

**Portfolio Analytics System:**

1. Provide a detailed description of the portfolio and risk analytics the system can provide including scenario analysis for short term cash, fixed income and equity portfolios.

2. Describe the system’s ability to allow the user to generate custom reports.

3. Describe the system’s ability to export data.

4. Describe the system’s ability to receive data directly from the custodied bank.

5. Describe the services you provide for integrating the portfolio analytics system with the order management system and the investment accounting system.

6. Must provide annual report on controls in place in operations and test of operating effectiveness (SSAE 16/SOC 1) as performed and prepared by an independent auditor.

7. System software will remain the property of the vendor. The SBI will have full use and access to software over the life of the contract. The vendor must agree to maintain and modify this software to meet any reasonable request of the SBI. Platform must reside and be maintained on the vendor’s server.

**Investment Accounting System:**

1. Must be able to test a prepared sample of assets for reconciliation at least monthly to custodian records that would meet audit requirements.

2. Must have demonstrated expertise in GAAP accounting to recognize if accounting transactions are being applied correctly as defined in the GASB pronouncements.

3. Must have the ability to map and post transactions from the custodian banks and maintain an investment ledger.

4. Must have the ability to map and post transactions from a Portfolio Management System and maintain an investment ledger.

5. Must have the ability to import and track manual investment activity to an investment ledger.
6. Must have the ability to map and post all transactions (including manual entries and reversing entries) to a General Ledger.

7. Must be able to produce reports and Financial Statements from the General Ledger.

8. Must be able to produce a file to post transactions to the State of Minnesota accounting system and provide a report of the posted transactions. More information on the system "Statewide Integrated Financial System (SWIFT)" system can be found at http://www.swift.state.mn.us information on the file layout requirements can be found at http://www.swift.state.mn.us/ii-flat-files.

9. Must have the ability to reconcile individual plans ownership to the pool level of investments.

10. Must have the ability to calculate premiums, discounts, and accrued earnings and verify accuracy of information of custodian bank calculations.

11. Must have the ability to use independent pricing sources to test the prices and ratings of securities with the custodian bank files.

12. Must have the ability to write-off of worthless securities.

13. The system must give SBI internal accounting staff the ability to do daily reconciliations of internally traded accounts, monthly reconciliations of externally traded accounts, and the ability to close and journalize all transactions into a general ledger.

14. The vendor must provide system support for SBI internal accounting staff for transactions and system functions including but not limited to the following: security master files, transaction details, and general ledger entries.

15. Must have the ability to calculate performance and verify accuracy of custodian bank calculation.

16. Must have the ability to aggregate account level information to the pool level and verify with fund composition.

17. Must have the ability to produce a daily earnings report.

18. Must provide annual report on controls in place in operations and test of operating effectiveness (SSAE 16/SOC 1) as performed and prepared by an independent auditor.

19. Must provide monthly reports and a summary of variance on the reconciliations, reviews, and calculations conducted during the month.
20. System software will remain the property of the vendor. The SBI will have full use and access to software over the life of the contract. The vendor must agree to maintain and modify this software to meet any reasonable request of the SBI. Platform must reside and be maintained on the vendors server.

IV. Proposal Content

A. MINIMUM QUALIFICATIONS

The vendor must meet all of the following minimum qualifications to be given further consideration. Failure to satisfy minimum qualifications may result in the immediate rejection of the proposal.

1. Proposals must be received in the SBI by 3:00 P.M. CT on March 23, 2017 to be considered.

2. For each system responding, document that the system has a minimum of five years of providing services to large public pension plans.

3. As of December 31, 2016 and for at least the three most recent continuous years, any part of the portfolio management system (pre-trade compliance, order management, and portfolio and risk analytics) being bid on must have a verifiable operating history with at least three institutional fund clients that each have assets in excess of at least $5 billion. As of December 31, 2016 and for at least the three most recent continuous years, the investment accounting system must have a verifiable operating history with at least three institutional fund clients that each have at least $20 billion in assets.

4. The systems must be able to maintain a daily electronic interface with SBI's custodian banks through an online connection at the vendor's expense.

5. The system must meet the state's accessibility standards that include both Section 508 and WCAG 2.0 'AA'. If no vendors fully meet the accessibility standards, the state reserves the right to remove this mandatory requirement, in which case the vendor is still required to provide accessibility through alternative means when requested.

B. PREPARATION OF VENDOR PROPOSALS:

The vendor's response to this request for proposal shall be organized in the following manner starting with Section 1 Vendor Qualifications. Vendors may bid on one system or multiple systems. Vendors must clearly identify responses by system (order management, compliance, analytics, and investment accounting) in submitting their bid.
The SBI reserves the right to contract for any of these systems separately or to contract for the system as a whole. If bidding on multiple systems, the proposal must clearly delineate how these systems relate to each other and the cost associated with selecting any possible combination of them.

Questions regarding information to be presented in response to the RFP or requests for clarification about this RFP may only be submitted via e-mail to Paul Anderson at: paul.anderson@state.mn.us no later than March 8, 2017. For the subject line in the e-mail please use: Portfolio Management System – Investment Accounting System RFP 2017.

SBI will consolidate all questions and its answers into a single Question and Answer (Q&A) document without divulging the source of the query. The Q&A document will be distributed via e-mail to all firms who receive the RFP.

The SBI's exclusive agents for purposes of responding to vendor inquiries on RFP requirements are:

**Paul Anderson**  
Director, Investment Administration

Minnesota State Board of Investment  
60 Empire Drive, Suite 355  
St. Paul, MN  55103  
Telephone:  (651) 296-3328  
paul.anderson@state.mn.us

Other persons are not authorized to discuss RFP requirements with vendors before the proposal submission deadline.

The SBI shall not be bound by and vendors may not rely on information regarding RFP requirements obtained from non-authorized persons.

**Section 1: Vendor Qualifications**

A description of the organization that includes, at a minimum, the following information:

1. Provide the date business commenced.

2. References of a minimum of three (3) current clients for whom the vendor is providing similar services. The references shall include the name, title, organization, address, phone number and email address of the vendor's primary contact at the client organization.

3. A description of the vendor's previous experience with a similar system and the current capacity to handle the additional workload required to carry out the RFP requirements.
4. Provide details of the ownership structure including any parent, affiliated or subsidiary company, and any business partners or joint ventures.

5. Provide an organizational chart of your firm.

6. How many employees does your firm have? Number of employees assigned to the systems in the RFP?

7. For the past three years describe any significant changes in your organization such as ownership, restructuring or personnel.

8. Describe the firm's financial position and sources of revenue. Include a copy of the firm's most recent audited financial statements.

9. Describe the key features of your firm's business continuation and disaster recovery plans.

10. Describe any settled or ongoing litigation against the firm in the last three (3) years.

11. Provide a list of your 10 largest current clients, the size of the funds and inception date of the relationships.

12. Provide the number of relationships gained and lost in each of the following periods:
   - January - December 2013
   - January - December 2014
   - January - December 2015
   - January - December 2016

13. Provide the number and title of professional personnel gained and lost in the same periods.

14. Describe your firm's backup procedures in the event the key personnel in this assignment should leave the firm?

15. Provide a resume or biography of each professional staff person to be assigned to this relationship, outlining their qualifications, previous experience in similar tasks and their relative contribution.

16. What is the firm's succession plan for key personnel, including the lead on this account?
17. Provide information regarding current level of support for digital accessibility. Complete a Policy Driven Adoption for Accessibility (PDAA) worksheet detailing the company’s maturity level regarding internal support for accessibility. For more information on PDAA, visit the MNIT accessible procurement website. (http://mn.gov/mnit/programs/accessibility/it-procurement.jsp).

Section 2: Vendor Transitional Plan

The vendor must provide its plan for making the transition from the SBI's current system to the vendor's system. This plan must include, at a minimum, the following items:

1. Describe the plan to transition from the current SBI system to the new system. The vendor must provide its organizational plan for transition of this project that includes an organization chart, designation of a project manager, list of contact persons with their responsibilities and backup.

2. Provide a time frame of the transition and steps, including any expense required to be made by SBI, which would be required to prepare and implement the system(s).

Section 3: Vendor Operational Plan

1. The vendor must clearly describe each item in section III (Task/Duties of the System) of this RFP and provide a comprehensive statement of how the system will meet the requirement. If necessary, provide a statement of any other tasks the vendor believes may need to be performed to enhance SBI’s abilities.

2. The vendor must provide its organizational plan for meeting the staffing requirements of this project on an ongoing basis. This plan must include an organization chart, designation of a project manager, list of contact persons with their responsibilities and backup, as well as a description of procedures to handle production during emergency absences by key staff members.

3. A statement of any expected tasks or expenses required to be made by the SBI necessary to enable the vendor to meet the system requirements set out in III.

4. The vendor must supply a statement of its commitment to ongoing support for the system over the life of the contract. This statement should include a description of what types of changes are contemplated, response time, and charges, if any for system modifications.

5. Provide historical operational downtime by month for the previous 24 months.
6. Vendor must address their process for software upgrades and control protocol for software upgrades, including custom modifications.

7. Provide sample tickets for various types of transactions and sample reports for the compliance, order management and portfolio and risk analytic systems that the vendor is bidding on.

8. Provide sample reports and a sample narrative of a variance found during the month as part of the investment accounting system.

9. Vendor must document what support (on-line, phone) that will be available to SBI staff. Also include the days and hours that support is available.

Section 4: Computer Capability

1. Describe the databases, software and hardware that the system will use.

2. Describe how the databases and software will be accessed by SBI staff. Specify the hardware necessary to accomplish such access.

3. Describe the plan to keep data processing systems, databases, software and hardware current. Please reference how your organization determines the need to upgrade and implement upgrades to existing systems.

Section 5: Fee Proposal

1. Proposed fees must be stated in total annual cost to the SBI for a time period of January 1, 2018 to December 31, 2022. Vendor must provide sufficient detail to explain fee structure fully. Any contingent fees should be explained fully and an annual estimate provided by the vendor. A vendor may bid on one or multiple systems. A separate fee must be stated for each system bidding on, as well as a combined fee, if the vendor bids on more than one system. Fees must include all fees, including any fees for transition, cost of integration with other systems, data feeds, hosting fees, etc. Fee stated must be the total cost of ownership.

2. The vendor must state that the fee estimate is valid for a minimum of one hundred and twenty (120) days. This period may be extended by mutual agreement between a vendor and the Review Committee.

3. The vendor must clearly state the cost of custom programming per hour and provide the number of programming hours included in the base fee.

4. Fee proposal must be provided separately and no fee discussion should appear in the substantive proposal.
Section 6: Forms

Affirmative Action Certification; Veteran-Owned Preference Form; Certification Regarding Lobbying; Affidavit of Noncollusion; Equal Pay Certification; Resident Vendor Form; Accessibility Form WCAG 2.0; Accessibility Form VPAT 508

1. Complete the State of Minnesota Affirmative Action Data Page that appears as Exhibit C on page 39 of this package.

2. Complete the Veteran-Owned Preference Form, if applicable, that appears as Exhibit D on page 41 of this package.

3. Complete the Certification Regarding Lobbying Form that appears as Exhibit E on page 43 of this package.

4. Complete the Affidavit of Noncollusion Form that appears as Exhibit F on page 45 of this package.

5. Complete the Equal Pay Certification Form that appears as Exhibit G on Page 47 of this package.

6. Complete the Resident Vendor Form (If Applicable) that appears as Exhibit H on Page 49 of this package.

7. Complete the accessibility form VPAT 508 of the Rehabilitation Act that appears as Exhibit J on Page 57 of this package. For more information on guidelines and how to complete form see attached link. [https://mn.gov/mnit/programs/accessibility/it-procurement.jsp#3](https://mn.gov/mnit/programs/accessibility/it-procurement.jsp#3).

   • One Section 508 per system (e.g., one each for Portfolio Management System and Investment Accounting System)

8. Complete the VPAT form Web Content Accessibility Guidelines (WCAG) 2.0 level AA that appears as Exhibit K on Page 71 of this package as directed. For more information on guidelines and how to complete form see attached link. [https://mn.gov/mnit/programs/accessibility/it-procurement.jsp#3](https://mn.gov/mnit/programs/accessibility/it-procurement.jsp#3).

   • Complete one WCAG form for each user interface. (e.g., if the proposed Portfolio Management System has separate interfaces for admin., manager, and user, complete a separate VPAT for each.)
C. PROPOSAL INSTRUCTIONS

The vendor shall submit twelve (12) bound copies of its RFP response, without the Fee Proposal, to the SBI at the following address:

Paul Anderson  
Director, Investment Administration  
Minnesota State Board of  
Investment 60 Empire Drive,  
Suite 355  
St. Paul, MN 55103-3555

- One (1) copy of the Fee Proposal must be submitted in a separate, sealed envelope clearly marked "Fee Proposal".

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

- Fax or e-mail responses will not be considered.

- Proposals received after 3:00 P.M. Central Time on Thursday, March 23, 2017 will not be considered (early submissions are encouraged).

- One (1) copy of the response must be unbound and signed in ink by an authorized officer of the responding firm.

- Two copies on disk or CD. One readable by Microsoft Word and one PDF.

- Each copy of the response must be sealed in a mailing envelope or package with the vendor's name and address clearly written on the outside. Please identify the unbound copy on the outside of its envelope as well.
D. PROJECT TIMETABLE AND RELATED REQUIREMENTS

RFP Issued.                       February 27, 2017

Proposals due.                    March 23, 2017

**PROPOSALS RECEIVED AFTER 3:00 P.M. CENTRAL TIME ON MARCH 23, 2017 WILL NOT BE CONSIDERED.**

Proposals evaluated by the Review Committee. April 2017

The Review Committee may require that a vendor submitting a proposal make an oral presentation to the Committee during the evaluation process. In such event, the Committee shall notify the vendor of the time and location.

Interview with Committee (if needed) May 2017

Vendor selected by the SBI.       June 2017

Contract completed and executed.  August 2017

V. PROPOSAL SELECTION

A. Nature of Procurement.

This procurement is undertaken by the SBI pursuant to the provisions of Minnesota Statutes, section 16C.08. As such, it is not governed by strict competitive bidding requirements frequently associated with the purchase of supplies and materials by the State and selection will not be based exclusively on the concept of lowest responsible bidder. The SBI reserves the right to waive minor informality.

Accordingly, the SBI shall select the vendor(s) whose proposal and oral presentation, if requested, demonstrate, in SBI's sole opinion, clear capability to best fulfill the purposes of the RFP in a cost effective manner based upon the selection criteria set forth in this RFP. The SBI reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interest of the State of Minnesota.
B. Selection Criteria.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the SBI Review Committee. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation. The State reserves the right, based on the scores of the proposals, to create a short-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. A 100-point scale will be used to create the final evaluation recommendation.

Mandatory Requirements (Scored as Pass/Fail)

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

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

Evaluation Factors (Scored based on percentage or points as indicated)

1. The quality and completeness of the vendors answer to Section III of the RFP as it relates to the prescribed duties. (30%)

   The vendor must demonstrate the ability to gather the necessary information, develop fully supportable conclusions, and communicate answers clearly and succinctly for each prescribed duty.

2. The vendors demonstrated knowledge and experience in Portfolio Management Systems or investment accounting systems to the pension fund industry. (10%)

   It is imperative that the vendor has been frequently and recently engaged in the field of large pension plan sponsors. In addition, knowledge and experience with respect to endowments, cash accounts, and insurance portfolios is desirable.
3. The quality of staff to be assigned to fulfill this contract and available support. (10%) 

The vendor must assign to this contract, in terms of numbers and quality, sufficient staff with experience in the fields of financial and investment accounting, trade processing and ticket systems support, compliance, portfolio analytics and general pension fund background. The vendor should explain to the best of its ability to what extent back-up professional personnel are available to substitute for loss of professional personnel identified as necessary in the proposal.

4. The SBI will analyze the direct and indirect cost and benefits of switching systems and records from one vendor to another. (10%) 

The vendor should demonstrate its ability to transition and implement from one system to another and describe and estimate any hardware costs to the SBI.

5. Fees. (30%) 

All costs relating to the proposal shall be explained in detail.

a. Separate cost proposals must be presented for each system bid on.

b. A combined cost proposal must be presented for the system as a whole, if bidding on both systems.

6. Adherence to Accessibility Standards referred to in documents J and K in section IV is not scored on a pass/fail, but as a percentage of points. (10%)

C. Period of Contract and Method of Payment

The contract shall be for five (5) years commencing on or about January 1, 2018.

By Minnesota law, the contract may be canceled by the State Board of Investment or the Commissioner of Administration of the State of Minnesota with or without cause, upon thirty (30) day written notice to the other party.

Payment shall be made on a pro rata quarterly basis billed in arrears.

D. Public Status of Proposals Submitted

Pursuant to Minnesota law, all proposals submitted in response to this RFP shall become the property of the State of Minnesota. Such proposals shall also constitute public records in accordance with Minn. Stat. section 13.591 and shall be available for viewing and reproduction by any person except for portions of the response that meet the definition of Trade Secret as defined by Minnesota Statute Section 13.37 subd. 1(b).
VI. OTHER 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 Small Business Preference

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

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. § 16C.19(d).

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

Work Force Certification

For all contracts estimated to be in excess of $100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by 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.”
Equal Pay Certification
If the Response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Certification Regarding Lobbying
Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

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 the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
Insurance Requirements
1. 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.

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

   a. **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.

   b. **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

c. **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

d. **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.

3. 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.

4. 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.

5. 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.
EXHIBIT A

SUMMARY OF FUNDS MANAGED BY THE SBI


COMBINED FUNDS

The Combined Funds represent the assets of both active and retired public employees who participate in the defined benefit plans of the major statewide public employee retirement plans. All assets of the Combined Funds are managed externally using multiple managers.

Performance Objectives

The Board has established several long term investment objectives for the Combined Funds. Monitoring actual performance against these return objectives helps the Board to ensure that the Combined Funds meet their respective long-term funding objectives:

1. Provide Real Returns. Over a twenty year period, the Combined Funds are expected to exceed inflation by 3-5 percentage points.

2. Exceed Market Returns. Over a ten year period, the Combined Funds are expected to outperform a composite of market indices weighted in a manner that reflects the asset mix of the Combined Funds.
**COMBINED RETIREMENT FUNDS ($59.5 billion)**

The Combined Funds contain the pension assets of the currently working and retired participants in the major statewide public employee retirement plans:

- Retirement System Plans
- Teachers Retirement Teachers Retirement Plan
- Public Employees Retirement Public Employees Plan
- Police and Fire Plan
- Public Employees Correctional Plan

**Minnesota State Retirement**
- State Employees Plan
- Highway Patrol Plan
- Judges Plan
- Correctional Employees Plan
- Legislative Retirement Plan

The long term policy asset mix for the Combined Funds is:

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Allocation</th>
<th>Asset Class Target</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equities</strong></td>
<td>58%</td>
<td></td>
</tr>
<tr>
<td>Domestic Stocks</td>
<td>38%</td>
<td>Russell 3000</td>
</tr>
<tr>
<td>International Stocks</td>
<td>19%</td>
<td>MSCI ACWI Free ex-U.S.</td>
</tr>
<tr>
<td><strong>Alternative Assets</strong></td>
<td>20%</td>
<td>Composite of SBI Funds</td>
</tr>
<tr>
<td>Private equity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real Estate</td>
<td></td>
<td>Composite of SBI Funds</td>
</tr>
<tr>
<td>Resources</td>
<td></td>
<td>Composite of SBI Funds</td>
</tr>
<tr>
<td><strong>Fixed Income</strong></td>
<td>22%</td>
<td>Barclays Capital Aggregate</td>
</tr>
<tr>
<td>Domestic Bonds</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>Cash Equivalents</td>
<td>2%</td>
<td>91 Day T-Bills</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

All assets of the Combined Funds are managed externally using multiple managers.
**SUPPLEMENTAL INVESTMENT FUND ($2.1 billion)**

The Supplemental Investment Fund is a multi-purpose investment program that offers a range of investment options to various state and local public employee participant driven plans. The accounts have different investment emphases designed to meet a wide range of investor needs and objectives.

<table>
<thead>
<tr>
<th>Account</th>
<th>Assets Mix</th>
<th>Objective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Share</td>
<td>Balanced - Domestic Stocks and bonds</td>
<td>Exceed Composite Index:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60% Russell 3000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35% Barclays Capital</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% 91 Day T-Bills</td>
</tr>
<tr>
<td>Growth Share</td>
<td>All Stock - Active</td>
<td>Exceed Russell 3000</td>
</tr>
<tr>
<td>Common Stock Index</td>
<td>All Stock - Passive</td>
<td>Track Russell 3000</td>
</tr>
<tr>
<td>International Share</td>
<td>All Stock - Active and Passive</td>
<td>Exceed MSCI ACWI Free ex-U.S.</td>
</tr>
<tr>
<td>Bond Market</td>
<td>All Bonds - Active</td>
<td>Exceed Barclays Capital Aggregate</td>
</tr>
<tr>
<td>Money Market</td>
<td>All Short Term Debt</td>
<td>Exceed 91 Day T-Bills</td>
</tr>
<tr>
<td>Fixed Interest</td>
<td>Stable Value Investments</td>
<td></td>
</tr>
<tr>
<td>Volunteer Firefighter Account</td>
<td>Balanced - Domestic and International Stocks and Bonds</td>
<td>Exceed composite Index</td>
</tr>
<tr>
<td></td>
<td></td>
<td>35% Russell 3000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15% MSCI ACWI Free ex U.S.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>45% Barclays Capital Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% 91 Day T-Bills</td>
</tr>
</tbody>
</table>

Nearly all assets in the Fund are managed externally using the same firms retained for the Combined Funds.

**STATE DEFERRED COMPENSATION PLAN ($6.0 billion)**

The Deferred Compensation Plan provides public employees with a tax-sheltered retirement savings plan that is a supplement to their primary retirement plan. (In most cases, the primary plan is a defined benefit plan administered by TRA, PERA, or MSRS.)

Participants choose from a menu of 4 actively managed mutual funds and 5 passively managed mutual funds, a money market option, a fixed interest option and a list of target date funds. All provide daily pricing needs of the plan administrator. Participants may also choose from hundreds of funds in a mutual fund window. The current plan structure became effective July 1, 2011.
PERMANENT SCHOOL FUND ($1.2 billion)

The Permanent School Fund is a trust established for the benefit of Minnesota public schools. Investment income is appropriated directly to school districts. The entire fund is managed internally.

Performance Objectives

The fund is invested in a balanced portfolio of common stocks and bonds. The bond segment is actively managed to add incremental value through sector, security and yield curve decisions. The stock segment is passively managed to track the performance of the S&P 500.

ENVIRONMENTAL TRUST FUND ($0.9 billion)

The Environmental Trust Fund is a trust established to provide a long-term, consistent and stable source of funding for activities that protect and enhance the environment. The entire fund is managed internally.

Performance Objectives

The fund is invested in a balanced portfolio of common stocks and bonds. The bond segment is actively managed to add incremental value through sector, security and yield curve decisions. The stock segment is passively managed to track the performance of the S&P 500.

ASSIGNED RISK PLAN ($0.3 billion)

The Minnesota Workers Compensation Assigned Risk Plan is the insurance company of last resort for companies unable to obtain insurance coverage from private issuers. The bond portfolio is managed externally by a manager. The equity segment is managed internally and passively manage to track the S&P 500 Index.

The plan has two investment objectives: to minimize the mismatch between assets and liabilities and to provide liquidity for the payment of on-going claims and operating expenses.

Performance Objectives

The Plan's assets are invested in a portfolio of bonds and common stocks. Its target asset mix and performance objective will fluctuate in response to changes in the Plan's liability stream. At present, the performance objective is to exceed a composite index weighted 20% in the S&P 500 and 80% against the Bloomberg Barclays Capital Intermediate Government Index.
**STATE CASH ACCOUNTS** ($9.3 billion)

These accounts represent the cash balances in more than 400 separate accounts that flow through the Minnesota State Treasury. These accounts include the Treasurer's Cash Pool (cash balances of special or dedicated accounts of State agencies and the balance of the Invested Treasurer's Cash), bond proceeds, the debt reserve transfer, and small legally restricted cash accounts. All of these accounts are managed internally.

**Performance Objectives**

The Invested Treasurer's Cash Pool is measured against the iMoneyNet, all Taxable Money Fund Report Average.

**MINNESOTA STATE COLLEGE SAVINGS PLAN** ($1.2 billion)

The Minnesota College Savings Plan is an education savings plan designed to help families set aside funds for future college costs. It is established under the provisions of the Internal Revenue Code Section 529, which authorized these types of savings plans to help families meet the costs of qualified colleges nationwide.

**Performance Objectives**

The objective of the Plan is to be competitive in the market place by providing quality investment options with low fees to its participants. The Plan is a direct-sold plan (i.e. may be purchased directly without an investment advisor) and offers nine Age Based Managed Allocation Options, three Risk-Based Allocation Options and seven Static Investment Options.

The Plan has both active and passive management through TIAA-CREF’s mutual funds. While all options are priced daily, participants may reallocate their investment twice per calendar year.

**OTHER POSTEMPLOYMENT BENEFITS ACCOUNTS (OPEBS)** ($0.5 billion)

These accounts are the assets set aside by local units of government for the payment of retiree benefits trusted by the Public Employees Retirement Association. Under the provisions of Minnesota Statutes, Section 471.6175, local units of government, including school districts, may choose PERA as trustee to administer post-employment health benefits.

**Performance Objectives**

Assets of these accounts are invested by the SBI in the same internally managed investment pools in which the Permanent School Fund and Environmental Trust Fund are invested.
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STATE BOARD OF INVESTMENT
Functional Organizational Structure

EXHIBIT B

STATE BOARD OF INVESTMENT
Functional Organizational Structure

Board

Committees of the Board
Consultants
Investment Advisory Council

Office of the Executive Director

Internal Investment Management (SBI Staff)
- Stock
- Bonds
- Short Term

Administrative Management (SBI Staff)
- Policy Development
- Manager Monitoring
- Performance Reporting
- Accounting
- Custodian/Clearing Banks (2)

External Investment Management* (Outside Managers)
- Dom. Stocks 25 Mgrs.
- Bonds 7 Mgrs.
- Int'l Stocks 18 Mgrs.
- Real Estate 8 Mgrs.
- Private Equity 53 Mgrs.
- Yield-Oriented 17 Mgrs.
- Resource 9 Mgrs.
- Stable Value 1 Mgr.
- Money Market 1 Mgr.
- Deferred Comp. 5 Mutual Fund Mgrs.
- 1 Commingled Fund Mgr.
- 529 College Savings Plan 1 Mgr.

*Includes all managers approved by Board through 2/17

Funds Managed Internally
- Permanent School Fund
- Environmental Trust Fund
- State Cash Accounts
- Closed Landfill Investment Fund
- Other Post Employment Benefits Accts.
- Miscellaneous Non-Retirement Accts.

Funds Managed Externally
- Combined Funds
- Supplemental Investment Fund
- Assigned Risk Plan
- State Deferred Compensation Plan
- College Savings Plan

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STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

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

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

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

☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _______________ (date).

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

☐ Attached is our current Workforce Certificate issued by MDHR.

☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

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

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

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

Name of Company: ___________________________ Date ___________________________

Authorized Signature: ___________________________ Telephone number: ___________________________

Printed Name: ___________________________ Title: ___________________________

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services


Email: compliance.mdhr@state.mn.us TTY: 651-296-1283
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Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the state will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

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

1) The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.

or

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

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

Claim the Preference

By signing below I confirm that:

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

- The business has been certified by the Department of Administration/Materials Management Division as being a veteran-owned or service-disabled veteran-owned small business.

  or

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

Name of Company: _____________________________ Date: __________________________

Authorized Signature: _____________________________ Telephone: __________________________

Printed Name: _____________________________ Title: __________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
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The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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

Rev. 01/16
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EXHIBIT F

Affidavit of Noncollusion
State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

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 Proposals, 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.

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder’s firm name: ________________________________________________________________

Print authorized representative name: _____________________________________ Title: ______________________________

Authorized signature: __________________________________ Date (mm/dd/yyyy): ______________________________

Notary Public

Subscribed and sworn to before me this:

_____ day of ______________, 20____

________________________________________

Notary Public signature

________________________________________

Commission expires (mm/dd/yyyy)
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State of Minnesota - Equal Pay Certificate

EXHIBIT G

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

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

☐ Attached is our current MDHR Equal Pay Certificate.

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

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

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

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

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

Authorized Signature: ___________________________ Date: ___________________________

Printed Name: ___________________________ Title: ___________________________

Organization: ___________________________ MN/Fed Tax ID: ___________________________

Issuing Entity: ___________________________ Project # or Lease Address: ___________________________
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EXHIBIT H

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.
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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.

2. Contractor’s duties
   The Contractor, who is not a State employee, will:
   __________________________________________________________________________________
   __________________________________________________________________________________

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

4. Consideration and payment
   4.1 Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:
      (a) Compensation. The Contractor will be paid $ ____________.
      (b) Travel expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed $ ____________; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
      (c) Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed $ ____________.
4.2 Payment.
(a) Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
___________________________________________________________________________________
___________________________________________________________________________________
(b) Retainage. Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State’s agency head. The balance due will be paid when the State’s agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.
(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.]
It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

For terminology and other guidance on how to complete this document, please read “Vendor VPAT Guidance” in the “Products” tab of the IT Procurement section of the MN.IT Accessibility site (http://mn.gov/mnit/programs/accessibility/it-procurement.jsp).

Notes for those completing the form:

The third column always denotes whether your technology supports the specification outlined in the second column.

The fourth and final column is always for explanatory comments. You must complete this column in every row 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.

### 1194.21: Software Applications and Operating Systems

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/ Supporting Features</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>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.</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Supports?/Supporting Features</td>
<td>Comments</td>
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<tr>
<td>(c)</td>
<td>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.</td>
<td></td>
<td></td>
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<tr>
<td>(d)</td>
<td>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.</td>
<td></td>
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<tr>
<td>(e)</td>
<td>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.</td>
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<tr>
<td>(f)</td>
<td>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.</td>
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<tr>
<td>(g)</td>
<td>Applications shall not override user selected contrast and color selections and other individual display attributes.</td>
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<tr>
<td>(h)</td>
<td>When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.</td>
<td></td>
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</tr>
<tr>
<td>(i)</td>
<td>Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Supports?/Supporting Features</td>
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<tr>
<td>(j)</td>
<td>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.</td>
<td></td>
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<tr>
<td>(k)</td>
<td>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.</td>
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</tr>
<tr>
<td>(l)</td>
<td>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.</td>
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</tbody>
</table>

**1194.22: Web-based Internet information and communications**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/Supporting Features</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>A text equivalent for every non-text element shall be provided (e.g., via &quot;alt,&quot; &quot;longdesc,&quot; or in element content).</td>
<td></td>
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</tr>
<tr>
<td>(b)</td>
<td>Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.</td>
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</tr>
<tr>
<td>(c)</td>
<td>Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.</td>
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<tr>
<td>(d)</td>
<td>Documents shall be organized so they are readable without requiring an associated style sheet.</td>
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<tr>
<td>(e)</td>
<td>Redundant text links shall be provided for each active region of a server-side image map.</td>
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<td>Item</td>
<td>Description</td>
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<tr>
<td>(f)</td>
<td>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.</td>
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<tr>
<td>(g)</td>
<td>Row and column headers shall be identified for data tables.</td>
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<tr>
<td>(h)</td>
<td>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.</td>
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<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Frames shall be titled with text that facilitates frame identification and navigation</td>
<td></td>
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<tr>
<td>(j)</td>
<td>Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</td>
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</tr>
<tr>
<td>(k)</td>
<td>A text-only page, with equivalent information or functionality, shall be provided to make a website 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(l)</td>
<td>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.</td>
<td></td>
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<tr>
<td>(m)</td>
<td>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).</td>
<td></td>
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<td>Item</td>
<td>Description</td>
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<tr>
<td>(n)</td>
<td>When electronic forms are designed to be completed online, 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.</td>
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<tr>
<td>(o)</td>
<td>A method shall be provided that permits users to skip repetitive navigation links.</td>
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<tr>
<td>(p)</td>
<td>When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</td>
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</tbody>
</table>

### 1194.23: Telecommunications products

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/Supporting Features</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>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.</td>
<td></td>
<td>(provide comments even when you determine that the standard doesn’t apply to your product)</td>
</tr>
<tr>
<td>(b)</td>
<td>Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.</td>
<td></td>
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<tr>
<td>(c)</td>
<td>Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.</td>
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<td>Item</td>
<td>Description</td>
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<tr>
<td>(d)</td>
<td>Voice mail, messaging, auto-attendant, and interactive voice response telecommunication 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.</td>
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<tr>
<td>(e)</td>
<td>Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.</td>
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<tr>
<td>(f)</td>
<td>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.</td>
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<tr>
<td>(g)</td>
<td>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.</td>
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<tr>
<td>(h)</td>
<td>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.</td>
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</tr>
<tr>
<td>(i)</td>
<td>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.</td>
<td></td>
<td></td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Supports?/ Supporting Features</td>
<td>Comments (provide comments even when you determine that the standard doesn’t apply to your product)</td>
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<tr>
<td>(j)</td>
<td>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.</td>
<td></td>
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</tr>
<tr>
<td>(k1)</td>
<td>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.</td>
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</tr>
<tr>
<td>(k2)</td>
<td>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.</td>
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</tr>
<tr>
<td>(k3)</td>
<td>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.</td>
<td></td>
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</tbody>
</table>
### (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.

### 1194.24: Video and Multi-media products

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/Supporting Features</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>(a)</td>
<td>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.</td>
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<td>Item</td>
<td>Description</td>
<td>Supports?/ Supporting Features</td>
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<tr>
<td>(b)</td>
<td>Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.</td>
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<tr>
<td>(c)</td>
<td>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.</td>
<td></td>
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<tr>
<td>(d)</td>
<td>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.</td>
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<tr>
<td>(e)</td>
<td>Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.</td>
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</table>

1194.25: Self-Contained, Closed products

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<th>Item</th>
<th>Description</th>
<th>Supports?/ Supporting Features</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>(a)</td>
<td>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.</td>
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<tr>
<td>(b)</td>
<td>When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Supports?/Supporting Features</td>
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<tr>
<td>(c)</td>
<td>Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>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.</td>
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<tr>
<td>(e)</td>
<td>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.</td>
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<tr>
<td>(f)</td>
<td>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.</td>
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<tr>
<td>(g)</td>
<td>Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</td>
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<tr>
<td>(h)</td>
<td>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.</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Supports?/ Supporting Features</td>
<td>Comments</td>
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</tr>
<tr>
<td>(i)</td>
<td>Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.</td>
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<tr>
<td>(j1)</td>
<td>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.</td>
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<tr>
<td>(j2)</td>
<td>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.</td>
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<tr>
<td>(j3)</td>
<td>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.</td>
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### Item Description

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<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>(j4)</td>
<td>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.</td>
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</table>

**1194.26: Desktop and Portable Computers**

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<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/ Supporting Features</th>
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<tbody>
<tr>
<td>(a)</td>
<td>All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).</td>
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</tr>
<tr>
<td>(b)</td>
<td>If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>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.</td>
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<tr>
<td>(d)</td>
<td>Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards.</td>
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</table>
## 1194.31: Functional Performance Criteria

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<th>Item</th>
<th>Description</th>
<th>Supports?/Supporting Features</th>
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<tbody>
<tr>
<td>(a)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
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<tr>
<td>(d)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
<td></td>
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<tr>
<td>(f)</td>
<td>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.</td>
<td><img src="https://via.placeholder.com/15" alt="image" /></td>
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<tr>
<td>(a)</td>
<td>Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.</td>
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</tr>
<tr>
<td>(b)</td>
<td>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.</td>
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<tr>
<td>(c)</td>
<td>Support services for products shall accommodate the communication needs of end-users with disabilities.</td>
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</tbody>
</table>
It is strongly recommended technical staff who are trained in accessibility complete this form. For terminology and other guidance on how to complete this document, please read “Vendor VPAT Guidance” in the “Products” tab of the IT Procurement section of the MN.IT Accessibility site (http://mn.gov/mnit/programs/accessibility/it-procurement.jsp).

Notes for those completing the form:

- The third column always denotes whether your technology supports the specification outlined in the second column.
- The fourth and final column is always for explanatory comments. You must complete this column in every row 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: Minnesota’s standards include levels A and AA. This list includes level AAA standards, which are optional, marked with “AAA,” and highlighted in yellow. Comments are not required for level AAA.

Note for software vendors: this document applies to all applications whether accessed via browser or OS (“thick client”).
Principle 1: Perceivable – information and user interface components must be presentable to users in ways they can perceive.

**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.

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<th>Description</th>
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</thead>
</table>
| 1.1.1  | **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).  
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. | | |
| 1.1.1  | **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. | | |

**Guideline 1.2 Time-based Media:** Provide alternatives for time-based media.

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<tbody>
<tr>
<td>1.2.1</td>
<td>Audio-Only and Video-Only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or</td>
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<tr>
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</table>
|      | video is a media alternative for text and is clearly labeled as such (Level A):  
  - 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)                                                                                                                                                                             |                               |          |
**Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.**

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<tbody>
<tr>
<td>1.3.1</td>
<td>Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)</td>
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<tr>
<td>1.3.2</td>
<td>Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)</td>
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<tr>
<td>1.3.3</td>
<td>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)</td>
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</table>

**Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.**

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<tbody>
<tr>
<td>1.4.1</td>
<td>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)</td>
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<tr>
<td>1.4.2</td>
<td>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)</td>
<td></td>
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<tr>
<td>1.4.3</td>
<td>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)</td>
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<td></td>
<td>- Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</td>
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<td></td>
<td>- 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.</td>
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<tr>
<td></td>
<td>- Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</td>
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<tr>
<td>1.4.4</td>
<td>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)</td>
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<td>Item</td>
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</table>
| 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)  
- 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)  
- 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)  
- 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.                                         |                                 |          |
### Item 1.4.8: Visual Presentation

Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)

- 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.

### Item 1.4.9: 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)

---

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

*Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.*

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<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>2.1.1</td>
<td>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)</td>
</tr>
<tr>
<td>2.1.2</td>
<td>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)</td>
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<tr>
<td>2.1.3</td>
<td>Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)</td>
</tr>
</tbody>
</table>

**Guideline 2.2 Enough Time:** Provide users enough time to read and use content.

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<th>Supports?/Supporting Features</th>
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</table>
| 2.2.1  | Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)  
- 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  | Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)  
- 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. |                                |          |
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<th>Supports?/Supporting Features</th>
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</thead>
<tbody>
<tr>
<td>2.2.3</td>
<td>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)</td>
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<tr>
<td>2.2.4</td>
<td>Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)</td>
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<tr>
<td>2.2.5</td>
<td>Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)</td>
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**Guideline 2.3 Seizures:** Do not design content in a way that is known to cause seizures.

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<tbody>
<tr>
<td>2.3.1</td>
<td>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)</td>
<td></td>
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<tr>
<td>2.3.2</td>
<td>Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)</td>
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</table>

**Guideline 2.4 Navigable:** Provide ways to help users navigate, find content, and determine where they are.

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<tbody>
<tr>
<td>2.4.1</td>
<td>Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)</td>
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<tr>
<td>2.4.2</td>
<td>Page Titled: Web pages have titles that describe topic or purpose. (Level A)</td>
<td></td>
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<tr>
<td>2.4.3</td>
<td>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)</td>
<td></td>
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<tr>
<td>2.4.4</td>
<td>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)</td>
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<tr>
<td>2.4.5</td>
<td>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)</td>
<td></td>
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<tr>
<td>2.4.6</td>
<td>Headings and Labels: Headings and labels describe topic or purpose. (Level AA)</td>
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<tr>
<td>2.4.7</td>
<td>Focus Visible: Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA)</td>
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<tr>
<td>2.4.8</td>
<td>Location: Information about the user’s location within a set of Web pages is available. (Level AAA)</td>
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<tr>
<td>2.4.9</td>
<td>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)</td>
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<tr>
<td>2.4.10</td>
<td>Section Headings: Section headings are used to organize the content. (Level AAA)</td>
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</table>

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

*Guideline 3.1 Readable: Make text content readable and understandable.*

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</thead>
<tbody>
<tr>
<td>3.1.1</td>
<td>Language of Page: The default human language of each Web page can be programatically determined. (Level A)</td>
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<tr>
<td>3.1.2</td>
<td>Language of Parts: The human language of each passage or phrase in the content can be programatically 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)</td>
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<tr>
<td>3.1.3</td>
<td>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)</td>
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<tr>
<td>3.1.4</td>
<td>Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)</td>
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</table>
### Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.

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<tbody>
<tr>
<td>3.2.1</td>
<td>On Focus: When any component receives focus, it does not initiate a change of context. (Level A)</td>
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</tr>
<tr>
<td>3.2.2</td>
<td>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)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.3</td>
<td>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)</td>
<td></td>
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</tr>
<tr>
<td>3.2.4</td>
<td>Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)</td>
<td></td>
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</tr>
<tr>
<td>3.2.5</td>
<td>Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)</td>
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</table>

### Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.

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</thead>
<tbody>
<tr>
<td>3.3.1</td>
<td>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)</td>
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<tr>
<td>3.3.2</td>
<td>Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)</td>
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<tr>
<td>Item</td>
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<tr>
<td>3.3.3</td>
<td>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)</td>
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<tr>
<td>3.3.4</td>
<td>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) • 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.</td>
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<tr>
<td>3.3.5</td>
<td>Help: Context-sensitive help is available. (Level AAA)</td>
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<tr>
<td>3.3.6</td>
<td>Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) • 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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

*Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.*

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Supports?/Supporting Features</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.1</td>
<td>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)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.2</td>
<td>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)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Policy Prohibiting Purchase of State Bonds by State Entities

Objective: Prohibit state entities from purchasing state bonds

This policy outlines what bonds state entities should avoid purchasing to avoid noncompliance with IRS guidance and penalties (for example, IRS Notice 88-130 and IRS Notice 2008-41).

Policy

State agencies or organizations with the ability to invest state funds directly or through an agent such as a trustee are prohibited from purchasing any bonds of the following state entities:

- Minnesota Management and Budget
- Minnesota Housing Finance Agency
- Minnesota Office of Higher Education
- Minnesota State Colleges and Universities
- Minnesota Higher Education Facilities Authority
- Minnesota State Armory Building Commission
- Minnesota Rural Finance Authority
- Minnesota Public Facilities Authority
- Minnesota Agricultural and Economic Development Authority – conduit borrower
- Iron Range Resources and Rehabilitation
- Metropolitan Airports Commission
- Metropolitan Council
- University of Minnesota

State agencies or organizations are also prohibited from buying the following bonds:

- Port Authority of the City of St. Paul - $52,900,000 Lease Revenue Refunding Bonds, Series 2013-2
- Port Authority of the City of St. Paul - $62,860,000 Lease Revenue Refunding Bonds, Series 2013-3
- City of Bemidji, Minnesota - $6,395,000 Lease Revenue Refunding Bonds, Series 2008

State agencies or organizations with the ability to invest state funds directly or through an agent such as a trustee shall annually certify to the Commissioner of MMB, compliance with this policy by completion of MMB Statewide Operating Form 0104-01F.
Related Forms


See also
