



MINNESOTA OFFICE OF HIGHER EDUCATION

# **REQUEST FOR PROPOSAL (RFP) FOR DESIGN/CONSULTING SERVICES AND MARKETING**

## **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](http://www.mn.gov/admin/oep).

# REQUEST FOR PROPOSALS

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## Minnesota OHE

### Project Overview

The Office of Higher Education (OHE) is introducing a master contract program for design/consulting, and marketing services (Program). OHE is requesting proposals from qualified design, marketing and communications firms to provide design/consulting and marketing services for the creation of OHE print, web, and video products and design. This RFP will result in multiple-awarded contracts to a limited number of qualified firms. The initial contract is anticipated to run **from January 1, 2020 through December 31, 2021**. The State will have an option to renew the contract for up to an additional three years.

### Goals

It is the goal of this project that Minnesota residents will receive ADA compliant materials and resources produced by OHE to assist their journey in higher education. As a result, students and their parents will be informed with objective and accurate information about preparing and paying for college.

The mission of OHE is “to advance the promise of higher education to all Minnesotans.” OHE performs the following services:

- Administers State financial aid programs including a need-based grant program, work study, a postsecondary child care assistance program, achievement- and need-based grant programs, tuition reciprocity, a 529 college savings plan, a student loan program, and a student loan refinancing program.
- Awards more than \$240 million annually in financial aid to postsecondary students
- Licenses and registers private colleges to operate in the State of Minnesota.
- Collects higher education data and conducts policy analysis and research.
- Develops reports on financial aid, enrollment, and other higher education topics for the Minnesota Legislature.
- Provides students, parents, high school staff and prospective students with information to help them gain access to postsecondary education.
- Provides consumer protection to students and families.

### Tasks

OHE is interested in maintaining a graphic look that is consistent with its current graphic design style, with updating to differentiate new editions, and to add interest. For original designs, vendors will be expected to provide three design options. All designs must be in accordance with the State of Minnesota branded logo and ADA Compliant.

The selected vendors will be expected to have or develop a good working knowledge of education issues and have experience developing successful design pieces and marketing that are applicable to a diverse audience.

The following are sample tasks to be completed over the term of the contract, which include, but are not limited to:

#### **Design and Consulting Tasks:**

- Design and implement booklets regarding financial aid and college options in Minnesota.
- Design and implement report covers, infographics, or data visualization products for research department use.
- Update various other publications or applications as needed throughout the term of the contract

- Prepare pre-press files and attend press checks.
- Provide design for promotional items, signs, posters and other items as requested.
- Design occasional minor web site design updates throughout the term of the contract.
- Advise OHE communications staff on stock photography and printing options (paper, ink, finishes, etc.) across all forms of media.
- Provide consulting about web services, including the creation of web-ready publications, including video and graphics, and other forms of media.
- Design, create, and produce videos to engage audiences to encourage use of OHE-related materials and services.

### **Marketing Tasks:**

- Coordinate and execute annual marketing campaigns for various programs that reaches their targeted audiences, incorporating all forms of media as needed.
- Create various communications across media platforms and services.
- Create and monitor online advertisements
- Send emails to consumers over a defined period of time at OHE's request.
- Update email lists for bounce backs and opt outs
- Prepare a report summarizing activity for marketing campaigns

**Samples Tasks (see link):** <http://www.ohe.state.mn.us/mPg.cfm?pageID=2384>

- design publication for Get Ready
- design booklets regarding college options
- annual marketing campaign for SELF Loan Programs
  - design multi-page brochure
  - design postcard
  - create and monitor online advertisements
  - send estimated 200,000 email blasts over three months
  - prepare report summarizing activity submitted to OHE
  - create video ( [SelfLoan\\_30sec Intro.mp4](#) )

The contractor will work with various staff at OHE. The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later. The term of this contract is anticipated to run from **January 1, 2020 to December 31, 2021**, with the option to extend an additional three (3) years.

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

## **Program Administration**

The information below describes in general terms how OHE will administer this Program. As the Program evolves, however, the state reserves the right to make changes to its administrative procedures.

### **Program Requirements: \$0 - \$5,000**

For projects that will result in total payment (including all phases of the project) to a contractor within this dollar range, OHE may directly select a firm that has been awarded a master contract under this Program. Although OHE may directly select a contractor for engagements under \$5,000, OHE may choose to engage in a competitive solicitation process at any dollar level.

### **Program Requirements: \$5,000.01 - \$25,000**

For projects that will result in total payment (including all phases of the project) to a contractor within this dollar range, OHE will competitively solicit bids from three firms that have been awarded master contracts under this Program.

### **Program Requirements: Over \$25,000**

For projects that will result in total payment (including all phases of the project) to a contractor within this dollar range, OHE will competitively solicit bids from all firms that have been awarded master contracts under this Program.

Once a selection is made, a work order contract will be issued detailing the specifics of the engagement including duties and cost. No work is authorized to proceed under this Program in the absence of a fully executed work order contract. The issuance of a master contract does not guarantee work under this Program.

## Proposal Content

Responders must submit the following information:

- A. Objectives, Goals, and Tasks:** A statement of the objectives, goals, and tasks to show or demonstrate the Responder's view and understanding of the nature of the two objectives (Design/Consulting and/or Marketing) of the contract.
- B. Background and Experience: Please provide:**
  - a. A detailed description, including examples, of the Responder's background, experience, and capabilities related to running campaigns across multiple programs and mediums, video and web production, and print products, which incorporate ADA Compliance Requirements.
  - b. A proposal of how the vendor determines the appropriate medium(s) for reaching a target audience both for a specific program and across a campaign for the agency, including determining which products will most efficiently utilize the state's investment to achieve the greatest returns. Specifically, what process do you utilize, how do you utilize data and what data, and how do you track performance, including return on investment (ROI).
  - c. Samples of applicable print design, marketing, web, and/or video creative work. (upload as an attachment in SWIFT Vendor Portal).
  - d. A profile of personnel who will be assigned to the contracted project, detailing their training, and work experience. Do not include any personal information, such as home phone numbers, addresses and personal emails.
  - e. A list of the Responder's on-site computer capability, equipment and software.
- C. Accessibility:** Submit a completed response to the attached Voluntary Product/Service Accessibility Template(s) which is attached as "Accessibility Templates" in the RFP. The response must contain adequate information to evaluate the responsiveness to the accessibility standards (i.e. a completed VPAT or equivalent).
- D. Cost Detail:** Submit completed Attachment A- Cost Proposal, with one hourly rate for all services to be provided under this Program.
- E. Submit the following forms:**
  - A. Affidavit of Noncollusion
  - B. Certification Regarding Lobbying
  - C. Workforce Certificate Information
  - D. Veterans – Owned Preference Form (if applicable)
  - E. Resident Vendor Form (if applicable)

## Proposal Instructions

Prospective Responders who have any questions regarding this RFP may contact the person below:

Carol Nordstrom  
Minnesota OHE  
Carol.Nordstrom@State.mn.us

Questions should be submitted at least 14 calendar days prior to the Event End Date. The answers to vendor questions will be posted as an addendum in the SWIFT “Event” at least 7 calendar days prior to the Event End Date.

Other personnel are **NOT** authorized to discuss this RFP with Responders, before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

## Proposal Submission Instructions

All responses to this RFP (termed an “Event” within SWIFT Vendor Portal) must be submitted through the SWIFT Vendor Portal (<http://supplier.swift.State.mn.us/>). Training and documentation on how to submit your response is available through the link above.

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

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

1. Technical Proposal;
2. Cost Proposal-Attachment A (must be loaded into the system as a separate document from your Technical Proposal);
3. Completed Accessibility / VPAT, which is included as “Accessibility Templates” as part of the RFP;
4. Separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37).  
NOTE: all non-public/trade secret data must be posted to the “Add Non Public/Trade Secret Data” link on the Event Information page in SWIFT. The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.

Interested Responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the RFP. Electronic submissions to the State will be accepted beginning on the SWIFT Start Date for this RFP.

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

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

### **Late proposals will not be considered.**

All costs incurred in responding to this RFP will be borne by the Responder. Fax, e-mail, and printed proposals will not be accepted or considered.

Proposals will be evaluated on “best value” as specified below. The Cost Proposal will not be opened by the review committee until after the qualifications points are awarded.

OHE has estimated the cost of this two-year contract should not exceed \$400,000 for all vendors combined. No one vendor can exceed \$500,000 for the entire contract period. Price will be a significant factor in the evaluation of proposals.

Cost information must be loaded into the system as a separate document(s) from your technical response.

## Proposal Evaluation

All responses received by the End Date and time will be reviewed by the State. 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 1,000-point scale will be used to create the final evaluation recommendation.

### **Mandatory Requirements (Scored as Pass/Fail)**

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

1. Proposals must be received on or before the due date and time specified in this solicitation.
2. Complete and submit the Cost Proposal (Attachment A)
3. Complete and submit the VPAT form attached to this RFP.

### **Evaluation Factors for Design/Consulting and/or Marketing Services**

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

- |                                 |     |
|---------------------------------|-----|
| 1. Objectives, Goals, and Tasks | 20% |
| 2. Background and Experience    | 40% |
| 3. Accessibility                | 10% |
| 4. Cost detail                  | 30% |

## 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 RFPs. 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](mailto: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.

### **Foreign Outsourcing of Work Prohibited**

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

### **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.”

### **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.
9. 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**

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

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

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

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

**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

2. **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

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

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

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

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

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

**Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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

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

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

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

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_ Email: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services

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

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@State.mn.us](mailto:compliance.mdhr@State.mn.us)

TTY: 651-296-1283

STATE OF MINNESOTA  
**AFFIDAVIT OF NONCOLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ RFPs 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 RFP, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**STATE OF MINNESOTA  
VETERAN-OWNED PREFERENCE FORM**

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).

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

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**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.**

# STATE OF MINNESOTA RESIDENT VENDOR FORM

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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.

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**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: \_\_\_\_\_

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

**Cost Proposal – Attachment A**

Cost information must be loaded into the system as a separate document(s) from your technical response.

**Indicate if you can provide the services below.  
This Must be Completed.**

Services	Yes	No
Marketing		
Graphic design		
Web design		
Video production		
Consulting (i.e. strategic planning and campaign management)		

Project Requirements	Hourly Rate
Hourly rate to be charged for any project in this RFP	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ACCESSIBILITY TEMPLATES

## VPAT

### Web Content Accessibility Guidelines 2.0 level AA

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**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.**

Item	Description	Supports?/ Supporting Features	Comments
1.1.1	<p>Non-Text Content: All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below (Level A).</p> <ul style="list-style-type: none"> <li>• 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.)</li> <li>• 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.)</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>		
1.1.1	<ul style="list-style-type: none"> <li>• 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.</li> </ul>		

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

Item	Description	Supports?/ Supporting Features	Comments
1.2.1	<p>Audio-Only and Video-Only (Prerecorded): For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such (Level A):</p> <ul style="list-style-type: none"> <li>• Prerecorded Audio-Only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</li> <li>• 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.</li> </ul>		
1.2.2	<p>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)</p>		
1.2.3	<p>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)</p>		
1.2.4	<p>Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>		
1.2.5	<p>Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)</p>		
1.2.6	<p>Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)</p>		
1.2.7	<p>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)</p>		
1.2.8	<p>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)</p>		
1.2.9	<p>Audio-Only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)</p>		

**Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.**

Item	Description	Supports?/ Supporting Features	Comments
1.3.1	Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A)		
1.3.2	Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A)		
1.3.3	Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A)		

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

Item	Description	Supports?/ Supporting Features	Comments
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)		
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)		
1.4.3	<p>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)</p> <ul style="list-style-type: none"> <li>• Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1;</li> <li>• 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.</li> <li>• Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>		
1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)		

Item	Description	Supports?/ Supporting Features	Comments
1.4.5	<p>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)</p> <ul style="list-style-type: none"> <li>• Customizable: The image of text can be visually customized to the user's requirements;</li> <li>• Essential: A particular presentation of text is essential to the information being conveyed.</li> </ul>		
1.4.6	<p>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)</p> <ul style="list-style-type: none"> <li>• Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1;</li> <li>• 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.</li> <li>• Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</li> </ul>		
1.4.7	<p>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)</p> <ul style="list-style-type: none"> <li>• No Background: The audio does not contain background sounds.</li> <li>• Turn Off: The background sounds can be turned off.</li> <li>• 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.</li> </ul>		

Item	Description	Supports?/ Supporting Features	Comments
1.4.8	<p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <ul style="list-style-type: none"> <li>• Foreground and background colors can be selected by the user.</li> <li>• Width is no more than 80 characters or glyphs (40 if CJK).</li> <li>• Text is not justified (aligned to both the left and the right margins).</li> <li>• 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.</li> <li>• 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.</li> </ul>		
1.4.9	<p>Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)</p>		

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

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

Item	Description	Supports?/ Supporting Features	Comments
2.1.1	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)		
2.1.2	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)		
2.1.3	Keyboard (No Exception): All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA)		

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

Item	Description	Supports?/ Supporting Features	Comments
2.2.1	<p>Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> <li>• Turn off: The user is allowed to turn off the time limit before encountering it; or</li> <li>• 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</li> <li>• 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</li> <li>• 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</li> <li>• Essential Exception: The time limit is essential and extending it would invalidate the activity; or</li> <li>• 20 Hour Exception: The time limit is longer than 20 hours.</li> </ul>		

Item	Description	Supports?/ Supporting Features	Comments
2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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.</li> </ul>		
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)		
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)		
2.2.5	Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)		

**Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.**

Item	Description	Supports?/ Supporting Features	Comments
2.3.1	Three Flashes or Below Threshold: Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A)		
2.3.2	Three Flashes: Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA)		

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

Item	Description	Supports?/ Supporting Features	Comments
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)		
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)		

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

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

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

Item	Description	Supports?/ Supporting Features	Comments
3.1.1	Language of Page: The default human language of each Web page can be programmatically determined. (Level A)		
3.1.2	Language of Parts: The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA)		
3.1.3	Unusual Words: A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA)		
3.1.4	Abbreviations: A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA)		
3.1.5	Reading Level: When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA)		
3.1.6	Pronunciation: A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA)		

**Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.**

Item	Description	Supports?/ Supporting Features	Comments
3.2.1	On Focus: When any component receives focus, it does not initiate a change of context. (Level A)		
3.2.2	On Input: Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A)		
3.2.3	Consistent Navigation: Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA)		
3.2.4	Consistent Identification: Components that have the same functionality within a set of Web pages are identified consistently. (Level AA)		

3.2.5	Change on Request: Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA)		
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**Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.**

Item	Description	Supports?/ Supporting Features	Comments
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)		
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)		
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)		
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> <li>• Reversible: Submissions are reversible.</li> <li>• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>		
3.3.5	Help: Context-sensitive help is available. (Level AAA)		
3.3.6	Error Prevention (All): For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> <li>• Reversible: Submissions are reversible.</li> <li>• Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.</li> <li>• Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.</li> </ul>		

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.**

Item	Description	Supports?/ Supporting Features	Comments
4.1.1	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)		
4.1.2	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)		

# VPAT

## Section 508 of the Rehabilitation Act

**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

Item	Description	Supports?/ Supporting Features	Comments
(a)	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b)	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c)	A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

Item	Description	Supports?/ Supporting Features	Comments
(d)	Sufficient information about a user interface element including the identity, operation and State of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e)	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f)	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g)	Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h)	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i)	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j)	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k)	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		

Item	Description	Supports?/ Supporting Features	Comments
(l)	When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

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

Item	Description	Supports?/ Supporting Features	Comments
(a)	A text equivalent for every non-text element shall be provided (e.g., via "alt," "longdesc," or in element content).		
(b)	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c)	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d)	Documents shall be organized so they are readable without requiring an associated style sheet.		
(e)	Redundant text links shall be provided for each active region of a server-side image map.		
(f)	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g)	Row and column headers shall be identified for data tables.		
(h)	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i)	Frames shall be titled with text that facilitates frame identification and navigation		
(j)	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		

Item	Description	Supports?/ Supporting Features	Comments
(k)	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.		
(l)	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m)	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).		
(n)	When electronic forms are designed to be completed 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.		
(o)	A method shall be provided that permits users to skip repetitive navigation links.		
(p)	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

## 1194.23: Telecommunications products

<b>Item</b>	<b>Description</b>	<b>Supports?/ Supporting Features</b>	<b>Comments</b> (provide comments even when you determine that the standard doesn't apply to your product)
(a)	Telecommunications products or systems which provide a function allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b)	Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c)	Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d)	Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e)	Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f)	For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

<b>Item</b>	<b>Description</b>	<b>Supports?/ Supporting Features</b>	<b>Comments</b> (provide comments even when you determine that the standard doesn't apply to your product)
(g)	If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h)	Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i)	Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j)	Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k1)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k2)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		

Item	Description	Supports?/ Supporting Features	Comments (provide comments even when you determine that the standard doesn't apply to your product)
(k3)	Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k4)	Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

#### 1194.24: Video and Multi-media products

Item	Description	Supports?/ Supporting Features	Comments
(a)	All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		

Item	Description	Supports?/ Supporting Features	Comments
(b)	Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c)	All training and informational video and multimedia productions which support OHE's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d)	All training and informational video and multimedia productions which support OHE's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e)	Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

### 1194.25: Self-Contained, Closed products

Item	Description	Supports?/ Supporting Features	Comments
(a)	Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b)	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c)	Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d)	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		

Item	Description	Supports?/ Supporting Features	Comments
(e)	When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.		
(f)	When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g)	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h)	When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i)	Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		

Item	Description	Supports?/ Supporting Features	Comments
(j1)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j2)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j3)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j4)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

### 1194.26: Desktop and Portable Computers

Item	Description	Supports?/ Supporting Features	Comments
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Item	Description	Supports?/ Supporting Features	Comments
(a)	All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b)	If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(c)	When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d)	Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

### 1194.31: Functional Performance Criteria

Item	Description	Supports?/ Supporting Features	Comments
(a)	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		
(b)	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c)	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d)	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e)	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		
(f)	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

### 1194.41: Information, Documentation, and Support

Item	Description	Supports?/ Supporting Features	Comments
(a)	Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b)	End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c)	Support services for products shall accommodate the communication needs of end-users with disabilities.		

# Professional and Technical Services Contract

State of Minnesota

SWIFT Contract No.:

## STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES MASTER CONTRACT

This master contract is between the State of Minnesota, acting through its [FILL IN THE NAME OF YOUR AGENCY OR BOARD. EXAMPLE: “commissioner of \_\_\_\_\_” OR “director of \_\_\_\_\_.”] (“State”) and [GIVE THE FULL NAME OF THE CONTRACTOR INCLUDING ITS ADDRESS] (“Contractor”).

### Recitals

1. Under Minnesota Statute § 15.061 [INSERT ADDITIONAL STATUTORY AUTHORIZATION IF NECESSARY] the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

### Master Contract

#### 1. Term of Master Contract

**1.1. Effective Date:** [SPELL OUT FULL DATE (e.g., April 1, 2016)], or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

**The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State’s Authorized Representative that it may begin accepting Work Order Contracts.**

**1.2. Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

**1.3. Expiration Date:** [SPELL OUT FULL DATE (e.g., April 1, 2016)].

**1.4. Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

#### 2. Scope of Work

The Contractor, who is not a State employee, may be requested to perform any of the following services under individual work order contracts:

[PROVIDE INFORMATION ON THE DUTIES YOU WANT THE CONTRACTOR TO PERFORM. Example: “The Scope of Work for this master contract may include one or all of the following as described. A complete detailed description of required work will be furnished in each work order contract issued.”]

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

**3. Time**

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

**4. Consideration and Payment**

**4.1. Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$\_\_\_\_\_.

**Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any work order contract will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. 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.

**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 no more frequently than monthly.

(B) **Retainage.** Under Minnesota Statutes § 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order 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 the work order contract.

**5. Conditions of Payment**

All services provided by the Contractor under a work order 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 Representatives and Project Managers**

The State's Authorized Representative for this master contract is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor, and has the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Contractor's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor's Project Manager will be identified in each work order contract.

**7. Assignment, Amendments, Waiver, and Contract Complete**

**7.1. Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this master contract

or any work order 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 master contract, or their successors in office.

**7.2.Amendments.** Any amendment to this master contract or any work order 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 master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

**7.4.Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order 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:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) 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 Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order 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 master 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, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause 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 the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

### **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 work order contracts*. 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 master contract or any work order contract. Works includes "Documents." 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 a work order 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 the work order 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 the work order contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the 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. 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.

**11.1. 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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 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.

**11.2. Minnesota Rule Parts 5000.3400-5000.3600.**

- (A) General.** Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 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 Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 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 Minnesota Statutes Section 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 of the Minnesota Department of Human Rights. 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 Minnesota Statutes Section 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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 12. **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.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 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.

**13. Publicity and Endorsement**

**13.1. *Publicity.*** Any publicity regarding the subject matter of a work order 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 a work order contract.

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

**14. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Payment to Subcontractors**

(If applicable) As required by Minnesota Statute § 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).

**16. Minnesota Statute § 181.59** The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

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.

**17. Termination**

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

**17.2. *Termination for Insufficient Funding.*** The State may immediately terminate this master contract and any work order 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 master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

**18. Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 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.

**19. 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.

**20. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**[IF YOUR CONTRACT VALUE MAY EXCEED \$500,000.00, INCLUDING ALL EXTENSIONS, YOU MUST ADD THE FOLLOWING CONTRACT LANGUAGE.]**

**21. Subcontractor Reporting**

If the total value of this contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Contractor will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

## Exhibit A

### SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number \_\_\_\_\_, SWIFT Contract Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

#### Work Order Contract

#### 1. Term of Contract

**1.1. Effective date:** \_\_\_\_\_, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 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. Consideration and Payment

**3.1. Consideration.** The State will pay for all services performed by the Contractor under this work order 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 work order contract will not exceed \$\_\_\_\_\_.

(C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$\_\_\_\_\_.

**3.2. 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:

#### 4. Project Managers

The State's Project Manager is \_\_\_\_\_. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is \_\_\_\_\_. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

**SIGNATURES AS REQUIRED BY THE STATE.**