



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

STATE OF MINNESOTA

REQUEST FOR PROPOSAL (RFP)

TITLE: NEWBORN SCREENING COMPUTER SOFTWARE

DUE DATE: DECEMBER 24, 2013

TIME: 3:00 P.M., CENTRAL TIME



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
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REQUEST FOR PROPOSAL (RFP)

TITLE: Newborn Screening Computer Software MDH Only

DUE DATE: December 24, 2013 at 3:00 PM CT

TIME: 3:00 P.M., CENTRAL TIME, USA

PLACE: Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

CONTACT: Luke Jannett
Acquisition Management Specialist
Luke.Jannett@state.mn.us

PHONE: 651.201.2446ph

FAX: 651.297.3996

CONTRACT PERIOD: The Contract term will begin on the date of contract execution to 24 months after the date of contract execution, with the option to extend for a 60 months, upon agreement by both parties OR the Contract term will begin on the date of contract execution to 24 months after the date of contract execution, with the option to extend up to 60 months, upon agreement by both parties, OR the Contract term will begin on the date of contract execution to 24 months after the date of contract execution, with the option to extend 24 months, with additional option to extend up to 36 months upon agreement by both parties

The response to this Request for Proposal (RFP) must be returned sealed. Sealed responses must be received in the office of the Director of the Materials Management Division and time-stamped no later than the date and time specified above, at which time the names of the vendors responding to this RFP will be read. **Late responses** cannot be considered. The laws of Minn. Stat. Ch. 16C apply to this Request for Proposal.

In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Contract between the undersigned vendor and the State of Minnesota.

Delivery Offered: _____ days After Receipt of Order if different than called for in the Special Terms and Conditions.

Prompt Payment Terms (if available): ☐ % 30; ☐ % 15/Net 30; ☐ % 10/Net 30, ☐ Other (specify): _____

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

OVERVIEW

This Request for Proposal (RFP) describes a relationship to be established between the State and a responder to provide Newborn Screening Computer Software MDH Only. The RFP also specifies contractual conditions and details the basis for the responses, the subsequent review, and the final selection process.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contracts. The RFP shall not be construed to limit the State's right to issue or not issue any Contract, to reject all proposals, or to negotiate with more than one responder. Specific rights are detailed elsewhere in this RFP.

Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Luke Jannett
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: Luke.Jannett@state.mn.us

SCHEDULE OF EVENTS

This section provides a tentative schedule of the critical project dates. Responders should carefully examine and make certain they have a clear understanding of the requirements of the specified project milestones and the associated dates.

<u>Event</u>	<u>Date Scheduled</u>
Issue of RFP	December 11
Cutoff Date for Questions	December 17 at 3:00 PM CT
Response Due Date	December 24 at 3:00 PM CT

SUBMITTING QUESTIONS

The deadline for submitting questions is December 17, 2013, at 3:00 PM CT. Questions must be submitted in writing to the Acquisition Management Specialist (AMS) listed above. All questions received by the cutoff date and time will be responded to via an addendum to official solicitation holders. Contact regarding this RFP with any State personnel other than the AMS may result in rejection of the response.

PROPOSAL PREPARATION

NOTE: Responses are to be prepared and presented in the same sequential order as the questions and requests for comments are presented in this document. Responses deviating from the request for proposal format and organization may be removed from further consideration. Responses are expected to provide a straightforward and concise description of the responder's ability to meet the requirements.

Submit **1 ORIGINAL and 3 COPIES** of the response in written form. **Do not include the pricing components (sheets) which are to be submitted separately as stated below.** The original copy of the response must be signed by an authorized member of the firm and marked Original.

Only submit one pricing document (no extra copies) in a separate sealed envelope marked **Pricing Proposal**.

Responses are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. **Also submit an electronic copy (on CD or Flash Drive) of your RFP entire response, including pricing documents (unprotected Excel document).** Once the RFP is awarded, the original copies will be kept, but all other copies and the electronic copies may be destroyed.

Costs for developing a response to this RFP are entirely the responder's responsibility and shall not be chargeable to the State of Minnesota or to any agency thereof.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

INTRODUCTION

This Request for Proposal does not commit the State to award any Contract or to pay any costs incurred by the vendors responding. The following terms set forth the minimum requirements of the State and may be included in the Contract entered into by the State and the Contract Vendor. Any materials submitted may be incorporated by reference in the final Contract.

All general proposal terms, specifications and special conditions form a part of this RFP and will apply to any Contracts entered into as a result thereof.

The State reserves the right to accept or reject any or all responses or parts of responses and to waive informalities therein.

All responses must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFP to the Acquisition Management Specialist shown on page one. **THIS IS A REQUEST FOR PROPOSAL; NOT A PURCHASE ORDER.**

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or the maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. PREPARATION OF RESPONSE

- a. **ALTERATIONS.** Any alteration, particularly in the price used to determine the successful response, may be rejected unless the alteration is initialed by the person authorized to contractually obligate the responder. Proof of authorization shall be provided upon request. The use of **correction fluid or typewriter correction tape is considered an alteration.**
- b. An **AUTHORIZED SIGNATURE** is required. The response must be in the legal name of the firm or business, and must be fully and properly executed and signed by an officer or other authorized representative who shall state his/her title. **ONE ORIGINAL** and **THREE COPIES** of the response are requested.

Proof of authority of the person signing the response shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney should be furnished. If the responder is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

- c. The **AFFIRMATIVE ACTION CERTIFICATION** must be completed and returned with the response. All responders must be in compliance with Minn. Stat. § 363A.36, subd. 1, as amended, pertaining to affirmative action certificates of compliance.
- d. The **TRADE SECRET INFORMATION FORM** must be filled out and returned with your response.
- e. The **AFFIDAVIT OF NONCOLLUSION** must be completed and returned with the response.
- f. The **SERVICE and DELIVERY** form must be completed and returned with the response.
- g. Applicable sections of the **CONTRACT SAVINGS AND USAGE REPORTS** should be completed and returned with the response.
- h. The **ENVIRONMENTAL REPORTS** should be completed and returned with the response.
- i. When included, the **EXTENSION TO COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS** form should be completed and returned with the response.

- j. The **TAXPAYER IDENTIFICATION** form should be completed and returned with the response.
- k. When included, the **LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION** form must be completed and returned with the response.

- 3. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
- 4. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular responder appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
- 5. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 6. **INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 53 and 59 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrongdoing of the State.

- 7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.
- 8. **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the State or the commissioner of Administration at any time, without cause, upon 30 days' written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed and accepted.
- 9. **STATE AUDITS (Minn. Stat. § 16C.05, subd. 5).** The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this contract and transactions.

- 10. **CONTRACT DOCUMENTS.** Contract documents, including the bond and insurance requirements stated in the Special Terms and Conditions in the RFP, are to be returned within 14 calendar days from receipt of the documents. Failure to comply may result in cancellation of the award.

11. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
12. **AWARD.** Unless otherwise provided for in the Special Terms, Conditions, and Specifications, the award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the State believes it will receive the best value. The State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the State. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.
- The evaluation team will make a recommendation(s) on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the commissioner of Administration or designee.
13. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
14. **INSURANCE.** Prior to execution of the Contract, if specified in the Special Terms and Conditions, the successful Responder will be required to provide a copy of a Certificate of Insurance, including the workers' compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, and other coverages per the insurance requirements outlined in the solicitation.
15. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

16. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFP will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:
- clearly mark all trade secret materials in its response at the time the response is submitted;
 - include a statement with its response justifying the trade secret designation for each item; and,
 - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments 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 the RFP, the responder agrees that this indemnification

survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its Contracts, including responses to RFPs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

17. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for contracts or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Contract.

18. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

Conditions of Payment. The Contract Vendor under this Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the State's Office of the Secretary of State.

19. **TAXES. DO NOT** add sales tax to the prices being offered. Unless otherwise instructed by the State, state agencies will pay all applicable taxes to the Department of Revenue using the Direct Payment Permit 1114. Vendors may go to: <http://www.revenue.state.mn.us> regarding applicable sales tax (Fact Sheet 142).

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

20. **UNDILUTED COAL TAR SEALERS.** Not applicable.

21. **PRICES.** Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

- a. **TRANSPORTATION.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering agency's receiving dock or warehouse unless otherwise stated in the Special Terms and Conditions. Price reductions must be passed on immediately to the State whenever they become effective. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO.

- b. **PRICE DECREASES.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract, must be given immediately to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.
- c. **PRICE INCREASES.** After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract unless approved in writing by the MMD Assistant Director. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the Assistant Director. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.
22. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Contract arising from this RFP shall be effective upon the date of final execution by the State, unless a later date is specified in the Contract.
23. **RISK OF LOSS OR DAMAGE.** The State shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or its authorized agent.
24. **GOVERNING LAW.** The RFP and the Contract shall be construed in accordance with and its performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" is unreasonable.
25. **JURISDICTION AND VENUE.** This RFP and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Contract, or any breach thereof.
26. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.
- Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.
27. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms, Conditions and Instructions and any Special Terms and Conditions of the RFP, the Special Terms and Conditions shall govern.
28. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS prior to the bid opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the AMS within five working days from the time the intent to award or the Contract award date is made public. This public notice may be made by any of the following methods: notification by letter or email, posted on the on the Materials Management website, www.mmd.admin.state.mn.us, or electronic notification by our electronic procurement system, SWIFT. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible AMS, the MMD Assistant Director, and the MMD Director.

29. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
30. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities and/or services furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
31. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State Contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration's Communication Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

32. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the State shall be addressed as follows:

Luke Jannett
Acquisition Management Specialist
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996

33. **STATE AGENCY CONTRACT USE.** The State intends to use this RFP and the resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its "best value" by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate, or unless otherwise provided for in the Special Terms and Conditions.

34. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE SPECIAL TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or special terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the State something significantly different from that which the State requested.

35. OWNERSHIP

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the State will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Contract and which the State did not pay the Contract Vendor to create. The Contract Vendor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Contract.

36. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).

37. AMENDMENT(S). At any time the State may make changes within the general scope of the Contract by issuing a written Contract amendment duly executed by an authorized representative of the State and the Contract Vendor. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the Contract, an adjustment shall be made in the Contract delivery schedule and cost, and the Contract Vendor shall be notified in writing accordingly. Any claim by the Contract Vendor for adjustment under this clause must be asserted within 30 days from the date of receipt of the notification of change. Either party may propose adjustments. If the Contract Vendor seeks an adjustment, it must request such adjustment in writing.

The Contract Vendor is required to provide a certain level of effort in producing the analysis and documentation. The State will not compensate the Contract Vendor for changes in requirements that do not result in a corresponding change in the level of effort. The State shall receive credit for reductions in level of effort due to changes and shall pay for increases in the level of effort.

Contract amendments shall be negotiated by the State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

38. **COPYRIGHTED MATERIAL WAIVER.** The State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the State in the defense of any such action.

39. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

- a. 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 [responder] 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 whom this proposal [response] 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 section 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 [subcontract equal to or exceeding \$25,000] 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 CFR part 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.
- b. **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.
40. **ENTIRE AGREEMENT.** A written Contract (including the contents of this RFP and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Contract.
41. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
42. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and the response of the successful vendor will become contractual obligations, along with the final Contract, if acquisition action ensues. The State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
43. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
44. **CHANGE REQUESTS.** The State reserves the right to request, during the term of the Contract, changes to the products offered. Products introduced during the term of the Contract shall go through a formal review process. A formal process of changing the Contract shall be developed during the negotiation of the Contract. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Contract as well as defining how adding the product will enhance the Contract. The State may request that products, other than those recommended, are added to the Contract.

In the event that the State desires to add new products and services that are not included in the original Contract, the State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the State's requirements. Evidence of the need to add products or services should be demonstrated to the State. The Contract shall be modified via supplement or amendment. The State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Contract without the State's prior approval.

45. PREFERENCE.

- a. **TG/ED.** In accordance with Minn. Stat. § 16C.16, Subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

- b. **Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

- 46. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to paragraphs: 6. Indemnification, Hold Harmless and Limitation of Liability, 9. State Audits, 15. Government Data Practices, 24. Governing Law, 25. Jurisdiction and Venue, 31. Publicity, 59. Intellectual Property Indemnification, and Admin Fees.

- 47. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

- 48. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor 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 principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) 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.
 - (b) 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.
 - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (d) 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.
 - (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- e. Consequences. The consequences of a Contract Vendor'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 the Contract by the commissioner or the State.
 - f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.
49. **USAGE REPORT.** As per the requirements of this RFP, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.
50. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the responder contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the responder must provide the State with Material Safety Data Sheets regarding those substances (including mercury). A copy must be included with each delivery.

51. **STATE REQUIREMENTS FOR ENERGY STAR COMPLIANT PRODUCTS.** The Contract Vendor is responsible to present information to State agency and Cooperative Purchasing Venture (CPV) customers regarding whether a product is in compliance with the Energy Star Standards. The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance with the Energy Star Standards. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the Energy Star Standards.

52. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or not copyrighted composition, secret process, patented or not patented invention, article or appliance furnished or used in the performance of the Contract.

53. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** The State agrees to protect all properly identified Contract trade secret material, as the term "trade secret" is defined in Minn. Stat. § 13.37. In the event a request is made for information which the Contract Vendor has identified as "trade secret," the State agrees to notify the Contract Vendor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contract Vendor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

54. **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 Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the AMS, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "AMS" modified appropriately to preserve the State's rights.

55. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

56. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation may be required to provide their bank routing information to the Department of Minnesota Management and Budget to enable payments to be made through EFT.

57. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

58. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

59. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing and submitting a response to this solicitation, Contractor/Responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

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

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

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

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

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

61. **E-VERIFY CERTIFICATION.** By submission of a response for services in excess of \$50,000, the responder certifies that as of the date of services performed on behalf of the State, the responder 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. This is required by Minnesota Statutes Section 16C.075. In the event of contract award, the contract vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on our MMD website. All subcontractor certifications must be kept on file with the contract vendor and made available to the State upon request.

62. **PREVAILING WAGE.** If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, then pursuant to Minn. Stat §§ 177.30-.32, 177.41-.44 and corresponding Minn. R. 5200.1000 to 5200.1120 this contract is subject to the prevailing wages established by the Minnesota Department of Labor and Industry. Specifically all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned prevailing wage requirements may result in civil or criminal penalties. For questions regarding the prevailing wage laws, contact the Department of Labor and Industry at 651.284.5091.

63. **PRODUCTS CONTAINING TRICLOSAN BANNED.** By signing and submitting a response to this solicitation, Contractor/Responder certifies that their products offered and sold under a state contract do not contain triclosan pursuant to the State Sustainability Plan that is required by Executive Order 11-13 to reduce pollution and toxics.

64. **IT ACCESSIBILITY STANDARDS.** (To the extent applicable) The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf
65. **NONVISUAL ACCESS STANDARDS.** (To extent required by law) Pursuant to Minn. Stat. §16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards:
- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or—
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date the responses are due.

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date: _____
Authorized Signature: _____ Telephone number: _____
Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>
Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095 Toll Free: 800-657-3704
TTY: 651-296-1283

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the State in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- ☐ My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My response **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation, including, but not limited to providing explanation of all three items, numbers 1-3 above.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data that does not meet the definition of trade secret as defined by Minn. Stat. §13.37 subd.1(b) will become public in accordance with Minn. Stat. §13.591. The State reserves its right to make its own determination of Responder's Trade Secret Materials.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

ONLY information properly identified utilizing this form will be eligible for Trade Secret designation. This form must accompany any documentation that is being submitted for Trade Secret. This includes but is not limited to any material that may be submitted as part of the solicitation response, or in relation to a subsequent Contract. Information labeled "confidential", "proprietary", or labeled with similar tags with regard to limiting the State's disclosure will NOT be eligible for trade secret designation unless the form provided in the solicitation is properly completed and submitted as a cover page to the information, and it meets the statutory definition of a trade secret. By submitting a response you agree that the information submitted that does not follow the trade secret process defined herein and does not meet the statutory definition of trade secret may be released by the State without prior notification to the responder and/or the Contract Vendor.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby 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 response 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 vendor designed to limit fair or open competition;
3. That the contents of the RFP response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this ____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State Contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended, broken down by:

- State agencies
- CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Annually, or as requested
- Final report after the end of the Contract

See the next page of an example of the data fields that are needed in your usage report.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PREFERENCE. A proportional preference of up to 10% will be given for **post-consumer** (PC) recycled content. (Note: No preference will be given for recycled content less than 10%.) For example, 90% recycled content would get a 9% preference, and 30% recycled content would get a 3% preference. The recycled content must be substantiated by the manufacturer's published document, such as a specification sheet or product brochure. The document must accompany the response in order to obtain the preference. **Claims of recycled content without valid documentation included in the response will not receive a preference.**

POST-CONSUMER RECYCLED CONTENT

If you want the preference for PC recycled content check here: ☐ Is documentation attached? ☐ Yes ☐ No

Claims of recycled content without valid documentation included in the response will not receive a preference.

If all items are the same recycled content percentage, record that here _____%

If the line items have different percentages, record the percentage per line here:

Line 1 _____%

Line 2 _____%

Line 3 _____%

Line 4 _____%

(Use a separate sheet if more lines are needed.)

The documentation must be clear and marked to show the applicable recycled content percentage. Failure to state the PC recycled content will result in no preference.

You can still mark your product with the environmental code RC and state a percentage of post-consumer content without documentation, but that information will be used for reporting purposes and not to apply a preference.

Mercury: As per Minnesota Statutes, the State cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

Does your product contain mercury? ☐ Yes ☐ No

If yes, list the components that contain mercury: _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER/VENDOR IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Minnesota SWIFT Vendor Registration Number: _____

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at
<http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your vendor number approximately two business days after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No

Are you an independent contractor? ☐ Yes ☐ No

**STATE OF MINNESOTA
RESIDENT VENDOR FORM**

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

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

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

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

I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*
☐ **Yes** ☐ **No (must check yes or no)**
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.
☐ **Yes** ☐ **No (must check yes or no)**
3. Has a business address in the State of Minnesota.
☐ **Yes** ☐ **No (must check yes or no)**
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.
☐ **Yes** ☐ **No (must check yes or no)**

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

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

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

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

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

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

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

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

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

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

I HEREBY CERTIFY THAT THE FIRM LISTED BELOW:

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

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

DOCUMENTATION MUST BE PROVIDED FOR ONE OF THE FOLLOWING REQUIREMENTS:

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

State the type of documentation attached: _____

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

State the type of documentation attached: _____

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

State the type of documentation attached: _____

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

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

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will entail work that is ENTIRELY performed within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, will be performed in part within Minnesota and in part within another state or states within the United States.
- ☐ The services to be performed under the anticipated Contract, as specified in our proposal, DO involve work outside the United States. Below (or attached) is a description of:

- (1) the identity of the company and its location (identify if subContract Vendor) performing services outside the United States;

- (2) the location where services under the Contract will be performed;

- (3) and the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

- (4) Provide detail on the location(s) for which all storage and processing of data will occur.

- ☐ Attachment enclosed at (state where):

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the Contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

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

INSURANCE

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

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

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

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

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

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

State of Minnesota named as an Additional Insured, to the extent permitted by law

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy):**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

EVALUATION PROCESS

Except at the invitation of the AMS, no activity or comments from responders regarding this RFP shall be discussed with any of the evaluation team during the solicitation and the evaluation of the responses. A responder who contacts an evaluation team member may, as a result, have its response rejected. See Paragraph 26 in the General Terms and Conditions of the Solicitation.

PHASES.

The State shall conduct an evaluation of responses to this RFP. The evaluations will be conducted in four phases:

Phase I - Review and select responsive, compliant responses

Phase II - Evaluate responses

Phase III - Select finalist(s)

Phase IV - Sign Contract(s)

Non-selection of any response will mean that either another response was determined to be more advantageous to the State or that the State exercised its right to reject all responses. At its discretion, the State may perform an appropriate cost and pricing analysis of a vendor's response, including an audit of the reasonableness of any response. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. At any time during the evaluation, the State may request that a responder provide explicit written clarification to any part of its response.

Phase I - Review and Select Responsive, Compliant Responses. The purpose of this phase is to determine if each response complies with the mandatory terms, conditions, and specifications in the RFP. A pass/fail criteria will be used. A response must comply with all instructions listed in this RFP. The State reserves the right to reject any and all responses, to modify these RFP specifications, or to waive any informalities in the RFP. Any response found to be non-responsive will be eliminated from further evaluation. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating the Contract with the selected vendor. If no award is made the responses are not made public. The State will notify all responders in writing of the evaluation results.

Phase II - Evaluate Responses. Only those responses found to be responsive under Phase I will be considered in Phase II. The State may request clarification from one or more responders. The responses must be made in writing as the State will only use what is in writing for evaluation purposes. The response to the request for clarification may be considered along with the original response for the evaluation.

However, the State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible.

1. Acceptance Terms & Conditions	50 points
2. Required Capabilities & Deliverables	PASS/FAIL
3. Extent of Services in US	50 Points
4. Accessibility	50 Points
5. Other Components of the General, Administrative, and Infrastructure Profile	100 points
6. Desirable Capabilities	350 points
7. Cost Component	<u>400 points</u>
Total:	1,000 points

As indicated above, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

If only one response is submitted to the solicitation, the State reserves the right to review the response submitted for compliance and to award without assigning points or to reject the offer and re-issue the solicitation, whatever is in the State's best interest.

Phase III - Select Finalist(s). Only those responses that are found to be responsive under Phases I and II will be considered in Phase III.

The State reserves the right to request oral presentations, and/or Best & Final offers by the responders and the opportunity to interview key personnel during Phase II and/or III. The State reserves the right to select the number of responders for the Best & Final offer, oral presentations, and/or to enter into negotiations. The evaluation scores may be revised as a result of the responses to the oral presentations, Best & Final Offer, and/or negotiations.

First consideration will be given to the responder(s) with the highest total points in the criteria listed in this RFP. In the event that contract negotiations are unsuccessful, the responder with the next highest number of points will be selected for consideration.

The evaluation team will make a recommendation(s) on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the commissioner of Administration or designee.

Phase IV. Sign Contract with Awarded Vendor.

Foreign Outsourcing Evaluation detail:

RESPONDER	WORK LOCATION	POINTS DISTRIBUTED
WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
WTO COUNTRY COMPANY	OWN BORDERS	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	FULL POINTS
WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	UNITED STATES	FULL POINTS
NON-WTO COUNTRY COMPANY	OWN BORDERS	NO POINTS
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, WTO	PARTIAL POINTS*
NON-WTO COUNTRY COMPANY	OUTSIDE ITS OWN BORDERS, NON-WTO	NO POINTS

***If a proposal contains a mixture of domestic and non-WTO off-shored services, points will be awarded based on the percentage of work to be performed that is eligible for points.**

WTO'S GOVERNMENT PROCUREMENT AGREEMENT MEMBERS:

Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, China, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands with respect to Aruba, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States.

Technical Definitions

Point-of-Care Facility/Provider: Hospital or birthing center, facility, or midwife that provides maternity and newborn care services.

Technical Support: Technical support includes troubleshooting, system maintenance, and software upgrades. Technical support may be done by phone, online (webinar), e-mail, instant messaging, or on-site.

Distance Training: Distance training includes, but is not limited to, videoconferencing or webinars

On-site Training: On-site training is in-person training by The Contract Vendor at the hosted service facility (MDH).

Contract Vendor: Respondent that has been awarded this contract as a result of this RFP.

Software Maintenance: The Contract Vendor is responsible for: maintaining the software, database, and hosted environment; the availability of replacement copies of the installation materials for the application; the continuing maintenance of the application; and making necessary updates, upgrades, repairs and modifications in order to comply with federal and state specifications.

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE RFP AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. ESTIMATED AMOUNT & CONTRACT PERIOD

The estimated total dollar value of the Contract for one year is \$300,000 to \$450,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFP are estimated quantities only and impose no obligation upon the State either minimum or maximum. See pricing schedules for potential contract term with regard to length of initial contract and potential extension options.

2. PROJECT OVERVIEW

The Minnesota Department of Health (MDH) (also referred to as “the State”) has a business need for a Direct Results Reporting Commercial Off-The-Shelf (COTS) System for Direct Results Reporting of newborn hearing screening and critical congenital heart defects (CCHD). The State wishes increase receipt of screening results, and increase efficiency of results reporting and follow-up. The proposed solution will consist of two components. The first component is software that the vendor will install at point of care facilities/providers that conduct screening for hearing loss and/or CCHD. The component that is installed at point of care facilities/providers will message hearing loss and/or CCHD screening data to the second component. The second component is a vendor hosted application (Software as a Service) that will allow MDH staff to conduct follow-up on hearing and CCHD screens.

3. GOAL

The State seeks proposals from qualified vendors that will provide a Direct Results Reporting solution. The desire is to acquire an application software that includes a managed hosted environment that best meets the State’s business needs at the best value.

4. AWARD.

The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the State believes it will receive the best value. The State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the State. The State may award based on any term as detailed in the multiple price schedules therefor responders are encouraged to respond to all options. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

The evaluation team will make a recommendation(s) on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the evaluation team. The final award decision will be made by the commissioner of Administration or designee.

5. ADMINISTRATIVE PERSONNEL CHANGES.

The Contract Vendor must notify the AMS of changes in the Contract Vendor’s key administrative personnel, in advance and in writing. Any employee of Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

6. CONTRACT VENDOR PERSONNEL AND PROJECT MANAGEMENT.

If the need arises to add to or remove any of the Contract Vendor’s key personnel named in the transmittal letter, whether permanently or temporarily, the Contract Vendor must provide written notification two weeks in advance to the Acquisition Management Specialist (AMS). This notice is only required if the change is for more than 10 consecutive work days excluding normal vacation leave. If the Contract Vendor is adding personnel, the written notification should include the proposed individual’s name and his or her resume. If the AMS does not approve the proposed change(s), the AMS will respond in writing within two weeks.

7. INQUIRIES.

Questions from prospective responders regarding this RFP shall be submitted in writing to the Acquisition Management Specialist (AMS), Luke.Jannett@state.mn.us, no later than December 9 at 3:00 P.M. CT. Contact regarding this RFP with any State personnel other than the AMS may result in rejection of the response.

- 8. FUNDING OUT CLAUSE.** Notwithstanding paragraph 8. CANCELLATION OF THE CONTRACT of the General Terms and Conditions, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or another funding source; if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, or if operations of the paying entity are being discontinued. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the cancellation. The State will not be assessed any penalty if the Contract is terminated in accordance with this section. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to cancel the Contract.
- 9. PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
- 10. FREIGHT (FOB).** Orders shall be shipped FOB Destination, prepaid and allowed. Freight costs (if applicable) shall be included in the bid unit price.
- 11. SOFTWARE AND LICENSING AGREEMENTS.** Responders are instructed to include with their bid any license agreements, service level agreements, maintenance agreements, third-party agreements, escrow agreements, or any other documents pertinent to this product. Review and approval by the State will be required prior to final award. Failure to provide any of the pertinent documents with your response may result in the State not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company. At a minimum, the Contract Vendor shall comply with the following:
- A. The terms and conditions that afford the State the right to use the Direct Results Reporting Solution must allow migration from one server to another during the course of this ensuing Contract, at no charge to the State.
 - B. The terms and conditions of the license that afford the State the right to use the Direct Results Reporting product must extend to the State's employees, consultants, Contract Vendors, and state mandated screeners agents.
 - C. The terms and conditions of the license must allow for a perpetual software license agreement, such that the State can rightfully continue to use the software beyond the termination date of the contract, unless a breach of terms occurs.
 - D. The State understands that the Direct Results Reporting product may be a proprietary product and is protected by copyright law. Nonetheless, the State reserves the right to copy the Direct Results Reporting product as required in the normal course of the State's backup procedures for archival or disaster recovery testing purposes.
- 12. ESCROW AGREEMENT**
Because it is one goal of this procurement to rely upon the Contract Vendor to provide overall technical support and software maintenance/subscription services, the Contract Vendor is not required to provide the source code directly to the State. However, in order to protect the State's investment, the Contract Vendor must ensure that the original and modified source code shall be held for safe keeping by an independent third party. A copy of the escrow agreement shall be included in the response. The escrow agreement is subject to negotiations by the State.
- 13. REIMBURSEMENTS**
Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contract Vendor 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 Minnesota Management and Budget. 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. All initial costs are to be included in pricing offered per the price schedules herein.

14. CERTIFICATION REGARDING LOBBYING

Federal funds may potentially be used to pay for all or part of the work under the contract. Therefore the responder must complete the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

15. FOREIGN OUTSOURCING OF WORK.

The State prefers that all services under this Contract shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

The State will award points in the vendor qualification section based on the responder's response to the following questions:

In the event the State determines services proposed outside of the United States present risk to the State, the State reserves the right to negotiate the location of services and/or reject the response.

Therefore the responder must complete the attached **Location of Service Disclosure and Certification Form** and submit it as part of its proposal.

16. PROFESSIONAL/TECHNICAL (P/T) SERVICES. For state agencies, Professional/Technical Services must be related to the equipment and/or software purchased from this Contract and is limited to \$25,000 per project. Based on the size, scope and complexity of the project, the State (Department of Administration, Materials Management Division) reserves the right, on a case by case basis, to approve dollar limits exceeding \$25,000 per project. Professional/Technical Services above the \$25,000 dollar limit must be related to said project. State agencies must request, in writing, and obtain prior written approval from the MMD - Professional/Technical Contracts Section, before proceeding with projects exceeding the \$25,000 limit.

17. RETAINAGE. Ten percent (10%) of the cost of each deliverable will be withheld by the State. The retainage will be held by the State until the deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contract Vendor has satisfactorily fulfilled the terms of the Contract.

18. SECURITY AND DATA PROTECTION. Contract Vendor is responsible for the security and protection of the State of Minnesota data related to this Agreement/Contract. The terms, conditions, and provisions of this Security and Data Protection section take precedence and will prevail over any other terms, conditions, and provisions of the Contract/Agreement, if in conflict. **(SEE APPENDIX 5 – DATA SECURITY REQUIREMENTS FORM TO BE COMPLETED AND RETURNED BY THE RESPONDER)**

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

Contract Vendor shall only use State of Minnesota data for the purposes set forth in the Contract/Agreement. Contract Vendor shall only access State of Minnesota data as necessary for performance of this Contract/Agreement. Contract Vendor will not access State of Minnesota user accounts except to respond to service or technical problems or at MN.IT's specific request.

All such data shall be remitted, in a mutually agreeable format and media, to the State of Minnesota by the Contract Vendor upon request or upon completion, termination or cancellation of the Contract/Agreement, unless the State Chief Information Security Officer or delegate authorizes in writing the Contract Vendor to sanitize and/or destroy the data and the Contract Vendor certifies in writing the sanitization and/or destruction of the data. Any such remittance, sanitization or destruction will be at the Contract Vendor's sole cost and expense.

In the event the Contract Vendor receives a request to release any State of Minnesota data, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The Contract Vendor must comply with the State of Minnesota's instructions. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data by either the Contract Vendor or the State.

b. Security Incidents. If Contract Vendor becomes aware of a privacy or security incident regarding any State of Minnesota data, Contract Vendor will immediately report the event to the Minnesota Office of MN.IT Services (f/k/a Office of Enterprise Technology and d/b/a MN.IT or MN.IT Services). The decision to notify and the actual notifications to the State of Minnesota's data subjects affected by the security or privacy incident is the responsibility of the State of Minnesota. Notwithstanding anything to the contrary in this Contract/Agreement, the Contract Vendor shall indemnify, hold harmless and defend the State of Minnesota and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident. Contract Vendor shall reasonably mitigate any harmful effects resulting from any privacy or security incident.

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

c. Security Program. Contract Vendor must make all commercially reasonable efforts to protect and secure the State of Minnesota data related to this Agreement/Contract. Contract Vendor will establish and maintain an Information Security Program ("Program") that includes an information security policy applicable to any and all cloud computing or hosting services ("Policy"). Contract Vendor's Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (NIST) 800-53 Special Publication 3, Federal Information Processing Standards (FIPS) 199, FedRamp, or CoBit. For purposes of this section, "cloud computing" has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

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

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

e. Data Encryption. Contract Vendor shall encrypt, using no less than the greater of 128 bit key or as required by applicable law, regulation or rule, all State of Minnesota data at rest and in transit, if such data is part of or associated with Contract Vendor's cloud computing or hosting services. Contract Vendor shall only provide encryption keys to the State of Minnesota, unless State of Minnesota otherwise consents in writing.

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

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

h. Security Audits & Remediation. Contract Vendor will audit the security of the systems and processes used to provide any and all cloud computing or hosting services, including those of the data centers used by Contract Vendor to provide any and all cloud computing or hosting services to the State of Minnesota. This audit: (1) will be performed at least once every calendar year beginning with 2014; (2) will be performed according SSAE 16 SOC2 or FedRAMP; (3) will be performed by third party security professionals at Contract Vendor's election and expense;

(4) will result in the generation of an audit report ("Contract Vendor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon MN.IT's reasonable, advance written request, Contract Vendor will provide to MN.IT a copy of the Contract Vendor Audit Report.

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

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

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

j. HIPAA. Contract Vendor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contract Vendor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

- 19. PRODUCT DEMONSTRATIONS.** The State may ask responder(s) to provide one or more demonstrations of their product at a site to be determined by the State during Phase III of the evaluation process. The number of presentations and number of vendor(s) invited is related to the evaluation process and is at the sole discretion of the State who will request presentation(s). Members of MDH's staff selection committee may view the demonstrations. These demonstrations may consist of multiple rounds. The demonstrations are to provide participants with a general understanding of the product's capabilities and functionality and may be required to provide a detailed understanding of the software's capability following specific scenarios of particular interest to MDH. The demonstration may be utilized as means to provided evidence of capabilities detailed in the RFP response. The State may provide all invited respondents with demonstration scripts as well as sample data to be used in conducting the demonstrations. All costs incurred by the respondents in preparing for and conducting the demonstrations will be the respondent's responsibility. The State reserves the right to revise evaluation scores on the basis of the demonstration provided.
- 20. ADDITIONAL ITEMS.** The State reserves the right to add additional related products, services, and technology to the Contract as deemed in the State best interest. The right is also reserved for the State to purchase product and services from alternate contracts if deemed in the State's best interest.
- 21. STATE CONTRACTS.** The State reserves the right to purchase products and/or services through existing contracts if deemed in the best interest of the State.

SECTION II- REQUIRED CAPABILITIES AND DELIVERABLES

DELIVERABLES

The Contract will include payment to cover the: (a) software license fees; (b) hosted COTS application software and database accessible by appropriate State staff; (c) associated costs for installation, integration, production, software and database maintenance, technical support, and distance training and on-site training before and during a one-year warranty & maintenance period; and (d) associated costs for ongoing software maintenance, distance training, and technical support beyond the one-year warranty period. The Contract Vendor is responsible for maintaining the software, database, and hosted environment; for the availability of replacement copies of the installation materials for the application; for the continuing maintenance of the application; and for making necessary upgrades, repairs and modifications in order to comply with federal and state specifications. The State will have access to the data that are submitted to the remotely hosted system. The data will be the property of the State of Minnesota.

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

A. REQUIRED CAPABILITIES/MANDATORY REQUIREMENTS

The first phase of the evaluation will be an assessment of mandatory requirements. Pass/fail criteria will be used. Any responder that fails to meet the criteria listed in this section may be rejected, unless all responders are unable to meet a requirement. If all responders are unable to meet a requirement the State reserves the right to delete the requirement. Responders that are unable to meet the requirement are encouraged to notify the AMS by the question and answer due date and time detailing the requirement. **Each responder is instructed to include a statement in the response that asserts the Required Capabilities shall be met.**

1. *Experience.* The responder must have provided, installed, and integrated a direct results reporting system for CCHD and Early Hearing Detection & Intervention (EHDI) in the United States within the last five years from date of bid opening.
2. *Direct Results Reporting requirements.* Complete the status column for each specification listed in Appendix 2 (Mandatory Requirements). Note that each requirement must be Fully Available to be considered. Responders may include comments. If the responder does not assign a status to any functionality, then that functionality will be considered unavailable and the status will be assigned a '0'. If invited to do so, the responder must demonstrate these functionalities, or alternatives, with an on-site presentation at no cost to the state
3. *Scope of the installation and technical support.* The license agreement must provide an installation scheme that supports segregated databases for: (1) development and configuration; (2) testing and quality assurance; and (3) production. These can be on the same or separate servers. A fourth (4th) database, for disaster recovery, must be installed on a separate server. (4) on-going technical support for the point of care installations and hosted service installation. (5) Integration support for any components that need to connect to the MDH systems environment.
4. *Warranty, Software Maintenance and Distance Training and On-Site Training.* If awarded the Contract, the Vendor must provide, at a minimum, a one-year warranty on all software provided. The warranty period shall commence upon the date of the State's acceptance of the software. The Contract Vendor shall warrant that the software shall conform to the mandatory technical and performance requirements described in this RFP. This includes, but is not limited to, software, updates, upgrades, at no charge.

The Contract Vendor shall also warrant that the software shall perform and operate in accordance with the Contract Vendor's published specification documentation, including user manuals, regarding the software.

If requested during the Contract period, the Contract Vendor shall provide distance training and/or on-site training within seven (14) days of receiving a formal request from the authorized representative of MDH.

In the event that, despite the good-faith effort conducted by the State to evaluate the software prior to software acceptance, MDH discovers that the licensed products do not meet the mandatory technical and performance requirements described herein or any of the specifications of the Contract Vendors' documentation for the software during the warranty period, the Contract Vendor shall be given an opportunity to cure the breach of warranty, as follows: (1) the Contract Vendor shall correct the error and/or nonconformity within thirty (30) calendar days, unless otherwise agreed to in writing by MDH, (2) if the error/nonconformity pertains to a seldom used subroutine then the Contract Vendor shall provide MDH a procedure to circumvent the error approved by the state,

or (3) replace and/or substitute the software with same and/or greater functionality without charge. If the aforementioned options are not feasible or do not resolve the breach of warranty, then the State shall have the right to terminate the contract, return the licensed products provided, and receive a full refund of all license, equipment, and maintenance fees paid to the Contract Vendor pursuant to this contract, provided that MDH notifies the Contract Vendor in writing within fifteen (15) days after testing the program fix/error correction or substitute products and such testing results in the products still being in substantial error/nonconformance to the mandatory technical and performance requirements of the contract. Upon termination of the Contract due to breach of warranty, MDH shall return to the Contract Vendor, at the Contract Vendor's expense, all products licensed hereunder within thirty (30) days of written termination notification. Vendor must receive State certification in writing that all software has been removed from state owned hardware

The Contract Vendor shall identify in writing all third-party warranties that the Contract Vendor receives in connection with any product provided to the State. The Contract Vendor hereby passes through the benefits of all such warranties, provided that nothing in this section shall reduce or limit the Contract Vendor's obligations under this contract.

SECTION III- DESIRED CAPABILITIES & EXPERIENCE

B. DESIRED CAPABILITIES

The second phase of evaluation will apply to only those responses that the State judges to be compliant with all required capabilities. The second phase of the evaluation will be an assessment of desired capabilities. Responders are instructed to provide responses to each item listed herein. Proposals must be organized with headings and subheadings that correspond to these items. Responses should be succinct but comprehensive.

B1. General, Administrative and Infrastructure Profile (100 POINTS)

- a. *Overview.* Include a brief overview of the general background and services provided by your firm. Provide an executive summary of your proposed system solution and its key features. Include a statement of qualifications that include the detailing the respondents credentials and experience in providing systems enumerated in the RFP. State the location of the office that will support the contractual obligations and the range of activities that will be performed at that office. Identify each principal of the firm and other key personnel who will be professionally associated with MDH. Describe methods to ensure prompt service, customer satisfaction, prompt complaint resolution, problem escalation procedures, effective employee performance and training, and timely initiation and completion of all work. If applicable, include standard license agreement terms for State review.

Describe pertinent training and certifications held by individuals within your development staff. Include any training and/or certifications from Project Management Institute (PMI), SANS Software Security Institute, Information Systems Audit and Control Association (ISACA), or other applicable entities.

- b. *Experience.* The responder must have provided, installed, and integrated a Direct Results Reporting Solution for CCHD and EHDI in the United States within the last five years from date of bid opening. Include the following information for one organization of similar size and scope that have already placed the Solution into production:
- Name,
 - Point of contact at the organization including name, email, addresses and phone
 - Date (month and year) that the organization the product
 - Brief description of such contracts, explaining how those contracts relate to the ability of the vendor to complete the services required by this RFP.
 - Provide historical project timeline from start date to completion.
- c. *Project management.* Present a general project management plan for tasks required to place the Direct Results Reporting Solution into production at MDH. If installation is modular, describe how individual modules will perform during interim installation periods, before all components are fully operational. The project management plan should include the proposed timeline for all major project milestones and the coordinating and reporting procedures for tracking progress.
- d. *System verification.* Describe how the system is tested for specification compliance and acceptance. Documentation shall include the method to track system errors and their resolution during the testing phase. Also present the frequency of system testing and how end-users of the proposed upgrades are involved in the testing process.
- e. *Architecture.* Describe basic hardware and software components and describe the networking scheme of the system. Provide a system flow. List the key features of the proposed system. State which components are part of the basic offering. Describe any optional offerings that are available for integration into the proposed system now or in the future. Adhere to the technical and software specifications listed as mandatory requirements in Appendix 2.
- f. *Data storage.* Describe the expected storage and archiving needs of the proposed solution. Describe required maintenance procedures that must be performed routinely, such as back-up procedures or building/re-building of reference tables and data tables and who is responsible for the procedure. Describe how these procedures will affect the user and their impact on system downtime.

- g. *Security.* Describe your compliance with the standards and policies described in Appendix 5, "Guidance regarding standards for software applications procured by the Minnesota Department of Health".
- h. *Training.* Describe your approach to customer training. Describe each phase of your training and provide an estimate of time required to perform training.
- i. *Ongoing technical support and training.* Describe the level of technical support and training (distance and on-site) that will be provided at the hosted service facility (MDH) and the point of care facilities/providers (Birth Facilities/Providers). Include the periods for implementation and integration, and warranty/maintenance period, and technical service for the duration of the contract period..
- j. *Enhancements.* Describe how requests for enhancements will be handled, both pre- and post-acceptance.
- l. *Delivery schedule.* It is desired that the responder be able to meet the schedule described herein.

If the State issues an invitation for a one-day, on-site demonstration of the Direct Results Reporting Solution product as part of the evaluation process, the responder must be available for such an on-site presentation within ten (10) business days of receipt of the invitation.

Within ten (10) business days of the effective date of the contract, the Contract Vendor shall host a kick off meeting via teleconference with the MDH Direct Results Reporting Workgroup to discuss the Contract Vendor's steps for installation and verification of the Direct Results Reporting Solution.

The Contract Vendor must be able to provide a three-day, on-site visit within fifteen (15) days of the Contract's effective date. The purpose of this on-site visit is to gather information for a detailed scope of work. The responder must submit a detailed Scope of Work document to the MDH Project Manager within one (1) month of the effective date of the contract. This document is to address deliverables, work breakdown, project schedule, quality plan, risk management, communications plan, critical success factors, and change control plan.

Within one (1) month following the effective date of the Contract, the Contract Vendor shall begin set up and installation of the hearing screening (EHDI) portion of the Direct Results Reporting solution within hearing screening facilities, and shall complete the installation within six (6) months of the effective date of the Contract. Within one (1) month following the effective date of the Contract, the Contract Vendor shall assist and train MDH staff to access and use the hearing screening (EHDI) portion of the Direct Results Reporting remotely hosted database. The Contract Vendor shall confirm that the software has been installed successfully according to the vendor's specifications for correct and reliable functioning.

Within six (6) months following the effective date of the Contract, the Contract Vendor shall begin set up and installation of the critical congenital heart defects (CCHD) portion of the Direct Results Reporting solution within screening facilities, and shall complete the installation within twelve (12) months of the effective date of the Contract. Within six (6) months following the effective date of the Contract, the Contract Vendor shall assist and train MDH staff to access and use the CCHD portion of the Direct Results Reporting solution remotely hosted database. The Contract Vendor shall confirm that the software has been installed successfully according to the contract vendor's specifications for correct and reliable functioning and approved/tested by MDH.

The Contract Vendor shall work with the MDH staff to demonstrate and verify functionality of the Direct Results Reporting solution, as well as any custom features (features requiring development and specific to MDH processes) that are incorporated.

Before acceptance of the software, the State will perform a good-faith effort to ensure that the product meets mandatory technical and performance requirements described in the RFP and any other requirements described in the Contract. Once the Direct Results Reporting Solution is deemed to meet the defined mandatory technical and performance requirements described in the RFP, an authorized representative of MDH will signify that the Direct Results Reporting installation, configuration, and integration are complete. Upon satisfactory conclusion of these steps, the State will accept the software with 14 days.

While not held responsible for delays caused by the MDH, the Contract Vendor is expected to support on-time delivery of a “go live” product, to occur within six (6) months of the Contract award. Assuming that the MDH staff is performing its associated duties with sufficient quality and timeliness, the responder is to describe their ability to meet the schedule described herein.

B2. Desired Capabilities Desirable DRR Functionalities (350 Points)

Desirable features of a Direct Results Reporting solution are listed in Appendix 3, “Table of Desirable Direct Results Reporting Solution Functionalities”. Complete the status column for each specification listed in Appendix 3, using the scale below.

SECTION IV- PRICE SCHEDULE

1. Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
2. **ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download Pricing Schedules A-C, Excel document. This document contains solicitation items and quantities for entering price information. To download the document, you must type or copy and paste the URL address listed below into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or other media. If you use the URL address listed below as a link, you will be unable to save the document to your hard drive or other media.

Please type or copy and paste the following URL address into your browser:

<http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/NewbornScreeningSoftwarePriceScheduleA-C.xls>

If you need assistance please contact our HelpLine at 651.296.2600.

RFP SUBMITTAL CHECKLIST

The following submittals shall be included in each response. This list may not be comprehensive, read the RFP thoroughly for information required in this solicitation.

- ☐ One original and three copies of the NARRATIVE proposal. One electronic searchable pdf. and one editable word/ excel document on flash drive or CD. **DO NOT INCLUDE PRICING PROPOSAL WITH THE NARRATIVE.**
- ☐ One original and three copies of each PRICING proposal **SEALED** including the cost evaluation forms (Section E). Also include one electronic flash drive or CD as searchable .pdf. and word document **all sealed in a separate envelope from NARRATIVE proposal.**
- ☐ Signed Addendums (if applicable)
- ☐ **ACCEPTANCE OF TERMS** The contents of the RFP and the response of the successful responder will become contractual obligations, along with the final Contract, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The State is under no obligation to accept wording changes submitted by the responder. The State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.
- ☐ Response to Requirements in order presented in the RFP, clearly marked and tabbed.
- ☐ Provide a statement of compliance with ALL of the SECTION II- REQUIRED CAPABILITIES AND DELIVERABLES. Complete Appendix 2- Table of Mandatory Direct Results Reporting Solution Requirements. **NOTE: Requirements need to be checked yes. Vendors should express concerns to the AMS regarding requirements by the Question Due Date and Time. If ALL vendors are unable to meet the requirement, the State reserves the right to waive the requirement.**
- ☐ Provide a response to Section III-Desired Capabilities and Experience Section B1 General, Administrative and Infrastructure Profile
- ☐ Provide a response to Appendix 3 "Table of Desirable Direct Results Reporting Solution Functionalities". Complete the status column for each specification listed in Appendix 3, using the scale provided in the RFP.
- ☐ Provide all applicable software license agreements, service level agreement, maintenance agreements, or any other related documents pertinent to the response.
- ☐ Provide a copy of the escrow agreement as requested in the RFP.
- ☐ JOINT VENTURES response- refer to the Special Terms and Conditions
- ☐ SUBCONTRACTING response- refer to the Special Terms and Conditions
- ☐ Forms included in RFP
 - ___ Signature Page
 - ___ Affirmative Action Certification
 - ___ Trade Secret Information **NOTE: Trade secret information must be redacted from proposal and submitted in separate sealed envelope clearly marked with the Trade Secret Form. Pricing is not considered Trade Secret.**
 - ___ Affidavit of Non-Collusion
 - ___ Service & Delivery
 - ___ Savings and Usage Reports
 - ___ Taxpayer Identification
 - ___ Resident Vendor Form (if applicable)
 - ___ Veterans Owned Preference Form/Documentation (if applicable)
 - ___ Location of Service Disclosure Forms
 - ___ Certification Regarding Lobbying Form
 - ___ VPAT/WCAG Accessibility Forms, (for the proposed website and any/all products supporting the contract)
 - ___ Data Security Requirements Form
- ☐ Insurance - Does not need to be provided with proposal, but evidence must be provided prior to award. Review and confirm company can meet the requirements.

APPENDICES

Appendix 1	Scope of MDH Operations
Appendix 2	Table of Mandatory Direct Results Reporting Solution Requirements
Appendix 3	Table of Desirable Direct Results Reporting Solution Functionalities
Appendix 4	Accessibility
	Appendix 4-Exhibit A-VPATS FORMS for COMPLETION

Appendix 1

Scope of MDH Operations

The Minnesota Department of Health (MDH) has approximately 300 employees, which includes many MD's, PhD's, nurses, other health care professionals, health educators, biologists, chemists, epidemiologists, and engineers.

MDH's Newborn Screening Program, Newborn and Child Follow-Up Unit (NCFU), and Birth Defects Monitoring and Analysis (BDMA) Program focuses on statewide testing and surveillance for early detection of heritable and/or congenital disorders.

The Newborn Screening Program is a state-mandated program in place to screen newborns for treatable congenital and heritable diseases and to ensure that all children with a positive screen get the follow-up testing and care they need. Annually, the laboratory screens nearly 70,000 infants for more than 50 treatable, life-threatening congenital and heritable disorders. NCFU is part of Children and Youth with Special Health Needs and is charged with helping families affected with a newborn screening disorder navigate the healthcare system, providing links to the most appropriate care, and empowering parents with disease-specific information. BDMA, as a result of Minnesota state legislation, gathers data about selected birth defects diagnosed in the first year of life. It is estimated that BDMA receives information on over 2,000 babies born in Minnesota each year.

The core activities of the Newborn Screening Program, NCFU, and BDMA are not limited only to those disorders screened for by the state lab. They also include follow-up on positive test results generated from two screens performed on newborns in the hospital – newborn hearing screening and newborn screening for critical congenital heart defects. The programs coordinate with local, state, and federal public health, hospitals, midwives, clinics, and support groups to provide better care for Minnesota newborns.

Business Purpose Statement

The overall project vision is to obtain a Direct Results Reporting Solution for point-of-care newborn screening. The first project objective is to identify a system that allows for direct reporting of pulse oximetry data from the birth facility or birth provider to the proposed solution. The second objective is to identify and build the MDH connection from the proposed system to the Minnesota Electronic Disease Surveillance System (MEDSS). The third objective is to build out the MEDSS system for NCFU and BDMA to receive select cases (confirmed diagnoses). The MEDSS system is MDH's branded implementation of Consilience Software's Maven product.

The purpose is to utilize an external service that allows for direct results reporting from the screening facility or provider to the solution. This will include all current newborn point-of-care screens (CCHD and hearing screening), and allow for the inclusion of upcoming point-of-care newborn screens that may be added to the recommended universal screening panel (i.e. hyperbilirubinemia).

The proposed scope for the system includes both a mechanism for interfacing with the point-of-care screening instruments and/or facilities, and a secure database solution that is web-driven, vendor hosted, and allows appropriate MDH staff to access the screening data using the major available internet browsers.

Project Benefits:

Benefits:

- 1) Results will be reported to MDH (via the Solution) from all screening facilities in the same format. This will improve data quality and allow for faster delivery of health care and other interventions.
- 2) Solution will remove need for manual entry. This will improve data quality and reduce MDH staff time.
- 3) Direct reporting of results to MDH (via the Solution) will eliminate missing results. This will allow for faster delivery of health care and other interventions, and reduce staff time and program costs.
- 4) Direct results reporting will provide complete data sets, which allow for more thorough program evaluation and continuous quality improvement.

5) Direct results reporting will reduce staff time at point-of-care facilities because they will not need to manually enter the results on a paper form.

6) Solution will reduce health disparities in rural areas by ensuring that all facilities report screening data to MDH (via the Solution) in a timely fashion, allowing for equal access to health care and intervention services.

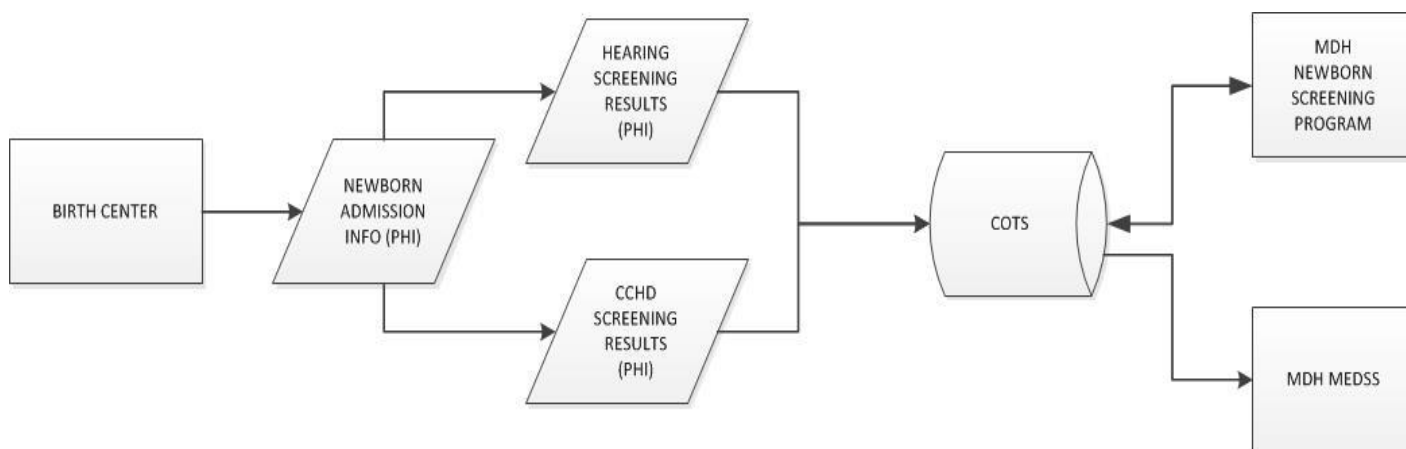
High Level Architecture Description:

Instruments at the birth centers will collect data on critical congenital heart defects (through pulse oximeters) and hearing (through hearing screening devices, Otoacoustic Emissions (OAE) and Automated Auditory Brainstem Response (AABR)). Data will export from the instrument to a computer in the birth center that is running the solution. That software contains algorithms that determine pass/fail from the screening data. Those data, including both pass/fail results and the data points used in the algorithm that calculates the pass/fail, will be sent to the database. The solution will also produce a birth notification record for that screened infant.

In those cases where it is not possible to automatically export from the screening instrument to the software solution, the data and/or pass/fail record will be hand entered into the software by the birth center staff.

MDH Newborn Screening Program will access the database through a web browser.

Cases that are determined to be a “confirmed positive” by MDH Newborn Screening Program staff will be sent from the software solution to MEDSS EHDl or MEDSS Heritable Conditions using HL7 2.5.1 messaging via PHINMS for use by the MDH Newborn and Child Follow-Up staff.



Appendix 2

Table of Mandatory Direct Results Reporting Solution Requirements

See Section II “Required Capabilities and Deliverables” of the RFP for instructions to complete the status column of this table. Only those responses that affirm that the Direct Results Reporting Solution meets all mandatory requirements will be evaluated. If all responders cannot meet the requirements, potential responders are encouraged to ask questions by the question and answer period if they cannot meet a requirement. All costs associated with mandatory requirements must be included in the cost offered on the price schedule.

Note: If the responder does not assign a status to any requirement, then that functionality will be considered unavailable.

1. Technical Specifications

Item	Description	Fully Available (Y/N)
2.1.1	Ability to accept appropriate CCHD screening data from all pulse oximeters that have a data output port.	
2.1.2	Ability to accept appropriate EHDI screening data from all OAE and ABR instruments that have a data output port.	
2.1.3	Capable of transmitting data from the solution to MDH's MEDSS EHDI application using HL7 2.5.1 messaging via PHINMS.	
2.1.4	Solution must provide the same functionality using Microsoft IE, Firefox, Safari, and Chrome.	
2.1.5	Direct Results Reporting system must use federally and state recommended health data secure messaging standards. The State recommended health data secure messaging standard is using NwHIN Direct as the transport protocol; HL7 2.5.1 as the information format; LOINC and SNOMED as the encoding.	

Section 1 comment box.

2. Screening Software Specifications

Item	Description	Fully Available (Y/N)
2.2.1	Commercially available and configurable.	
2.2.2	Ability to create a birth notification to establish new patient record. Basic demographic information will include, but not limited to: patient name, date of birth, birth weight, gestational age, medical record number, address, mother's name, and birth center name.	
2.2.3	CCHD and EHDI screening algorithms used must be federally and/or state recommended. (clinical decision support)	
2.2.4	Ability for screeners to manually enter data.	
2.2.5	Screening algorithm can be modified so that it can meet changes in federal and/or state recommended protocols.	
2.2.6	Screening algorithm result can be manually overridden by the screener.	
2.2.7	Screening software access is based on login authentication.	
2.2.8	Ability to provide audit log of data captured from the screening device and manually entered data, as well as the identity of who created and/or modified the data file..	
2.2.9	Meets MDH IT standards in Appendix 5.	

2.2.10	Allow authorized non-MDH users to be able to securely access approved records and cases.	
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Section 2 comment box.

3. Database Specifications

Item	Description	Fully Available (Y/N)
2.3.1	Allow role based user permissions to login to the database.	
2.3.2	Ability for administrator to design workflows, question packages, and concerns.)	
2.3.3	Ability to provide audit log of user and system actions.	
2.3.4	Ability to have multiple MDH users logged into the database simultaneously.	
2.3.5	Accurate matching of cases with multiple test results.	
2.3.6	Ability to de-duplicate.	
2.3.7	Extensive search capability.	
2.3.8	Ability to query using SQL (structured query language) .	
2.3.9	Ability for data destruction based on user defined data retention protocols.	
2.3.10	Ability for data ad hoc data destruction.	
2.3.11	Catastrophic disaster recovery with a Recovery Time Objective (RTO) of 24 hours and a Recovery Point Objective (RPO) of 0. Vendor shall provide a description of the vendor's backup process and the length of time backup copies are retained.	

Section 3 comment box.

4. Reporting

Item	Description	Fully Available (Y/N)
2.4.1	Allow the specific solution users to design custom reports.	
2.4.2	Generate user defined electronic reports, either individually or by batch.	

Section 4 comment box.

5. Warranty and software maintenance

Item	Description	Fully Available
2.5.1	A maintenance period for the length of the contract with The State commencing on date of final acceptance by the state. Technical support during this period must be provided by phone, on-line, e-mail, and in person. Technical support includes troubleshooting, system maintenance, and software upgrades.	
2.5.2	Provide a physical database model and data dictionary	
2.5.3	Provide an administrator manual and a user manual.	

Section 5 comment box.

6. Training and Technical Support

Item	Description	Fully Available
2.6.1	Provide on-site training as requested by The State.	
2.6.2	Provide distance training as requested by The State.	
2.6.3	Technical support must be provided by phone, on-line, e-mail, instant messaging, or in person. Technical support includes troubleshooting, system maintenance, and software upgrades.	

Section 6 comment box.

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Appendix 3

Table of Desirable Direct Results Reporting Solution Functionalities

Note that scores of 0, 1, 2, 3, or 4 are permissible. Responders must include comments for items scored as 1 or 2. Use the comments boxes or separate sheets, as necessary, for comments. Responders are encouraged to describe functionalities, other than those listed in Appendix 2 and Appendix 3, which exist currently in the vendor's Direct Results Reporting Solution. Documentation of any estimated, additional costs associated with alternatives or customization should appear only on the cost proposal pages submitted separately in a sealed envelope.

Status

0 Unavailable Functionality does not exist currently.

1 Partially Available Part of the functionality exists currently. *Describe the existing component(s) in the comments section.*

2 Alternative Functionality does not exist in the current release. An alternative approach, such as application development tools, screen modification, or report writer could be used. *Describe the alternative(s) in the comments section.*

3 Fully Available Functionality exists in the currently available release, and it is included in the proposed cost. Functionality can be demonstrated.

4 Fully Available Functionality exists in the currently available release, and it is included in the proposed & In Use cost. Functionality can be demonstrated, and it is already in use at other client sites.

If the responder does not assign a status to any functionality, then that functionality will be considered unavailable and the status will be assigned a '0'.

1. Screening Software Technical Specifications

Item	Description	Status Score
3.1.1	User friendly results reporting user interface	
3.1.2	Ability for audit log back-up.	

Section 1 comment box. Describe items with a score of 1 or 2. Comments are optional for items with other scores.

2. Database Technical Specifications

Item	Description	Status Score
3.2.1	Ability to capture electronic documents, scanned images, faxes, emails, online forms, and barcodes.	

Section 2 comment box. Describe items with a score of 1 or 2. Comments are optional for items with other scores.

3. Workflows and Business Processing

Item	Description	Status Score
3.3.1	Ability to send secure messages for follow-up purposes from MDH staff users to other MDH staff users, and between MDH users and authenticated external users.	

Item	Description	Status Score
3.3.2	Ability to generate automated notifications to specific individuals regarding workflow activity.	
3.3.3	Ability for multiple users to work on the same case/screen	
3.3.4	Functionality that records document/record retention management and allows authorized destruction of documents and/or records. Ability to automate retention schedules and deletions.	

Section 3 comment box. Describe items with a score of 1 or 2. Comments are optional for items with other scores.

4. Indexing and Searching

Item	Description	Status Score
3.4.1	Ability to capture and store core metadata and user defined metadata and link to electronic documents.	

Section 4 comment box. Describe items with a score of 1 or 2. Comments are optional for items with other scores.

5. Reporting

Item	Description	Status Score
3.5.1	Automatically send electronic reports to users either on-demand or at specified intervals.	

Section 5 comment box. Describe items with a score of 1 or 2. Comments are optional for items with other scores.

Appendix 4

Accessibility (50 Points)

1. Vendor shall comply with accessibility requirements as identified in the State of Minnesota Standards Accessibility Standard document found at http://mn.gov/oet/images/TA_S_Accessibility_2011-04-29.pdf. Publisher is fully aware of the State of MN IT Accessibility standards that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. This includes web sites, software applications, electronic reports and output documentation, and training delivered in electronic formats (e.g. documents, videos, webinars). As upgrades are made to the solutions available through this agreement, Publisher agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility standards, Publisher agrees to provide alternative solutions upon request at no additional charge to the State. Training materials provided by the Vendor shall also be made fully accessible upon request. Responder is to complete **VPAT Section 508 of the Rehabilitation Act and VPAT Web Content Accessibility Guidelines 2.0 level AA for all product and websites offered in the response. See Appendix 4-Exhibit A for VPATS.**

**Appendix 4- Exhibit A
VPAT**

Section 508 of the Rehabilitation Act

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

Accessibility points will be awarded based on: (1) the accuracy and detailed response to this form, and (2) how accessible your product is. The comments portion must be filled in to further define how accessibility is or is not met.

Software Applications and Operating Systems

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

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

Web-based Internet information and communications

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.22 Web-based Internet information and communications				
(a)	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).			
(b)	Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.			
(c)	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.			
(d)	Documents shall be organized so they are readable without requiring an associated style sheet.			
(e)	Redundant text links shall be provided for each active region of a server-side image map.			
(f)	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.			
(g)	Row and column headers shall be identified for data tables.			
(h)	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.			
(i)	Frames shall be titled with text that facilitates frame identification and navigation			
(j)	Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.			
(k)	A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.			
(l)	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.			
(m)	When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).			

(n)	When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.			
(o)	A method shall be provided that permits users to skip repetitive navigation links.			
(p)	When a timed response is required, the user shall be alerted given sufficient time to indicate more time is required.			

Telecommunications products

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

(j)	Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.			
(k1)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.			
(k2)	Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.			
(k3)	Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.			
(k4)	Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.			

Video and Multi-media products

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

Self-Contained, Closed products

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

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

Desktop and Portable Computers

Standard	Description	Apply? Yes/No	Meets Yes/No	Comments
Section 508: 1194.26 Desktop and Portable Computers				
(a)	All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).			

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

Functional Performance Criteria

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

Information, Documentation, and Support

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

Appendix 4-Exhibit A- Continued VPAT

Web Content Accessibility Guidelines 2.0 level AA

Completion of this form is mandatory. If you fail to complete this form, your RFP response is invalid. **It is strongly recommended Technical Staff who are trained in Accessibility complete this form.** Accessibility points will be awarded based on: (1) the accuracy and detailed response to this form, and (2) how accessible your product is. Comments section must be filled in. NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

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

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

1.2.2	Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.3	Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)			
1.2.4	Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)			
1.2.5	Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)			
1.2.6	Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)			
1.2.7	Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)			
1.2.8	Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)			
1.2.9	Audio-only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)			
Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.				
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.				
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)			
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)			
1.4.3	Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			

1.4.4	Resize text: Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA)			
1.4.5	Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) <ul style="list-style-type: none"> Customizable: The image of text can be visually customized to the user's requirements; Essential: A particular presentation of text is essential to the information being conveyed. 			
1.4.6	Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) <ul style="list-style-type: none"> Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 			
1.4.7	Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) <ul style="list-style-type: none"> No Background: The audio does not contain background sounds. Turn Off: The background sounds can be turned off. 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 			
1.4.8	Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA) <ul style="list-style-type: none"> Foreground and background colors can be selected by the user. Width is no more than 80 characters or glyphs (40 if CJK). Text is not justified (aligned to both the left and the right margins). Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. 			
1.4.9	Images of Text (No Exception): Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA)			

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

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.				
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.				
2.2.1	<p>Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A)</p> <ul style="list-style-type: none"> • Turn off: The user is allowed to turn off the time limit before encountering it; or • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 			
2.2.2	<p>Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A)</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 			
2.2.3	No Timing: Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA)			
2.2.4	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
2.2.5	Interruptions: Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA)			
Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.				
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.				
2.4.1	Bypass Blocks: A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A)			
2.4.2	Page Titled: Web pages have titles that describe topic or purpose. (Level A)			

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

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

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 3.1 Readable: Make text content readable and understandable.				
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.				
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)			
Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.				
3.3.1	Error Identification: If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A)			
3.3.2	Labels or Instructions: Labels or instructions are provided when content requires user input. (Level A)			
3.3.3	Error Suggestion: If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA)			
3.3.4	Error Prevention (Legal, Financial, Data): For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) <ul style="list-style-type: none"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			
3.3.5	Help: Context-sensitive help is available. (Level AAA)			
3.3.6	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"> • Reversible: Submissions are reversible. • Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. • Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. 			

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

Standard	Description	Apply Yes/No	Meets Yes/No	Comments
Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.				
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)			

Appendix 5- Data Security Requirements Form

Question	Requirement	Meets & will Comply with Requirement	Describe
1.	An individual has been designated as being responsible for security within the organization.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
2.	An information security policy, based on industry acceptable standards and frameworks, is in place, has been approved by management and has been communicated to employees, contractors and individuals working on behalf of the organization.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
3.	Security roles and responsibilities of employees, contractors and individuals working on behalf of the organization are defined and documented in accordance with the organization's information security policy.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
4.	Background screenings of employees, contractors and individuals working on behalf of the organization are performed to include criminal, credit, professional / academic, references and drug screenings.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
5.	Contract Vendor will: (1) locate all production and disaster recovery data centers that store, process or transmit State of Minnesota data only in the continental United States, (2) store, process and transmit State of Minnesota data only in the continental United States, and (3) locate all monitoring and support of all the cloud computing or hosting services only in the continental U.S.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
6.	The system/solution/service provides password protection and security controls to prevent unauthorized access to or use of the system, data, and images. Proposed system solutions will ensure Industry best practices for security architecture & design.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
7.	System/solution/service has capability to integrate with the State of Minnesota's Identity and Access Management (IAM) system.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
8.	Will external parties (e.g., backup vendors, service providers, equipment support vendors, and other customer tenants.) have access to the State of Minnesota's data/system/solution /service?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
9.	System/solution/service has the capability to encrypt sensitive data in transit and at rest; encryption keys will be managed at least in part by the State of Minnesota.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

Question	Requirement	Meets & will Comply with Requirement	Describe
10.	Will State of Minnesota data be stored or processed in a dedicated environment?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
11.	Are Information systems configured to industry security best practices (e.g., CIS, NIST, etc.)?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
12.	Has the system/solution/service been developed according to secure software development best practices (OWASP, etc)?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
13.	System/solution/service has capability to integrate with the State of Minnesota's Security Incident Event Management (SIEM) system.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
14.	Proposed system/solution/service's storage processes, backup storage processes, and security procedures being implemented ensure that there is no loss of data or unauthorized access to the data.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
15.	Systems and applications are patched to ensure critical security and operational patches and fixes are in place to ensure the confidentiality, integrity and availability of the information system.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
16.	Vulnerability tests (internal/external) are performed on all applications and platforms.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
17.	The system/solution/service will comply with the State of Minnesota Security Policy and Standards.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
18.	The system/solution/service will comply with the National Institute of Standards and Technology (NIST) Recommended Security Controls for Federal Information Systems and Organizations, Special Publication 800-53 revision 4, for Moderate systems.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
19.	Independent Security audits of the system/solution/service, processes and data centers used to provide the services/solution are conducted at least annually. Audits are performed in accordance to SSAE16 SOC 2 or equivalent (e.g. FedRAMP) industry security standards. Contracted vendor will provide the most recent independent physical and logical audit results to the State of Minnesota.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	

Question	Requirement	Meets & will Comply with Requirement	Describe
20.	The Contract Vendor will coordinate disaster recovery and business continuity processes and plans with the State of Minnesota and will provide the State of Minnesota with a detailed disaster recovery continuity of operations plan as part of their response.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
21.	The proposal must provide a detailed explanation of the security features that are built into the proposed system/solution/service.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
22.	The vendor will identify how they will meet the Minnesota Government Data Practices Act/Minnesota Statutes chapter 13 (this includes federal law that might classify the data as Not Public)? Please respond with Yes or No. If Yes, please explain and specify if the Not Public data is data on individuals (i.e., Private or Confidential data) and/or the data is subject to federal law/regulation (e.g., HIPAA, FERPA, IRS Publication 1075, FBI/CJIS).	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
23.	If Federal compliance requirements pertain to the data (e.g. CJI, IRS 1075, PHI, SSA, PCI, Etc.) does the system/solution/service comply with the said security policy or industry best practice?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
24.	If CJI is in scope, has organization staff (including employees, contractors and individuals working on behalf of the organization) that come in contact with CJI passed an FBI fingerprinted background check and signed the FBI/CJIS Security Addendum/ Certification agreement?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	
25.	Contract Vendor shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. Contract Vendor also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>	