

MINNESOTA STATE COLLEGES AND UNIVERSITIES

SYSTEM OFFICE

REQUEST FOR PROPOSAL (RFP) FOR ONLINE TUTORING SERVICES

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. Minnesota State reserves the right to reject a proposal if required information is not provided or is not organized as directed. Minnesota State also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the Minnesota State website, <http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP link). For this RFP, posting on the captioned web site above constitutes written notification to each Vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

August 2017

REQUEST FOR PROPOSAL (RFP)
FOR
Tutoring Services

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Section I. General Information

Background

Minnesota State Colleges and Universities (Minnesota State) is the fifth-largest system of higher education in the United States. It is comprised of 31 two-year and four-year state colleges and universities with 54 campuses located in 47 Minnesota communities. The System serves approximately 430,000 students each year. The Minnesota State Colleges and Universities is an independent state entity that is governed by a 15-member Board of Trustees. The law creating the system was passed by the Minnesota Legislature in 1991 and went into effect July 1, 1995. The law merged the state's community colleges, technical colleges and state universities into one system, other than the University of Minnesota campuses. For more information about Minnesota State Colleges and Universities, please view its website at www.mnscu.edu.

Nature of RFP

Minnesota State is requesting proposals for the implementation and integration of online tutoring services. The goal is for Minnesota State to provide institutions with a resource to assist with online tutoring efforts. It is important to understand that Minnesota State institutions have approached tutoring in a variety of ways; some have a very centralized structure approach while others rely on a decentralized methodology involving individual faculty and staff.

The selected Vendor is responsible for delivering, implementing and integrating online tutoring services that achieves Minnesota State's goals. Minnesota State expects the selected Vendor to propose tutoring services that meets or exceeds the current needs of Minnesota State, while providing for future growth.

Upon completion, the selected Vendor will continue in a role providing technical support, reporting, maintenance, data backup, security checks and general oversight.

This RFP is undertaken by Minnesota State pursuant to the authority contained in provisions of Minnesota Statutes § 136F.581 and other applicable laws. Accordingly, Minnesota State shall select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP shall not obligate the Minnesota State to award a contract or complete the proposed project and it reserves the right to cancel this RFP if it is in its best interest.

General Selection Criteria

Vendors meeting all requirements outlined in [Appendix 1](#) can respond to this RFP. General criteria upon which Minnesota State will evaluate proposals include, but are not limited to, the following:

- Ability to meet or exceed functional Requirements
- Ability to meet or exceed the technical requirements
- Experience in government/higher education
- Cost

Selection Process

The selection process includes an evaluation of all qualified proposals. Minnesota State, will select the Vendor(s) whose proposal(s), and oral presentation(s) if requested, demonstrate in Minnesota State's sole opinion, the clear capability to best fulfill the purposes of this RFP in a cost-effective manner. Minnesota State reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary to serve the best interests of Minnesota State. This RFP shall not obligate Minnesota State to award Master Contract(s) or complete the proposed project and it reserves the right to cancel this RFP if it is in its best interest.

Selection and Implementation Timeline

2017-09-14	Minnesota State Publishes RFP notice in State Register
2017-09-21	Deadline for Vendors to submit clarifying questions
2017-09-28	Minnesota State Deadline to publish responses to RFP questions
2017-10-05	Deadline for RFP proposal submissions
2017-10-19	Review RFP proposals and Vendors identified as finalists for oral presentations
2017-11-02	Oral presentations by selected finalists
2017-11-09	Vendor selected and notified
2017-11-13	Request approval from Minnesota State Board of Trustees
2017-11-15	Contract negotiations begin

Minnesota State reserves the right to not award a contract.

Definitions

Wherever and whenever the following words or their pronouns occur in this proposal, they shall have the meaning given here:

Term	Definition
Solution	A term referencing the Vendor's individual product or suite of products included in a proposal for tutoring services.

Information Contact

Minnesota State's agent for purposes of responding to inquiries about the RFP is:

Name: Timothy R. Anderson
Title: System Director for Student Success Technologies
Address: 30 7th Street East, Saint Paul, MN 55101-7804
Telephone: 651.201.1824
E-mail address: timothy.anderson@so.mnscu.edu

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline and Minnesota State shall not be bound by and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. Questions must include the name of the questioner and his/her telephone number, and/or e-mail address. Anonymous inquiries will not be answered.

Section II. Vendor Requirements

Vendors MUST meet all Mandatory Requirements outlined in [Appendix 1](#) to qualify for consideration. **Please complete and submit the Mandatory Requirements form** with your response to demonstrate requirement compliance. Vendors must also submit additional responses for functional ([Appendix 2](#)), Technical ([Appendix 2](#)), and VPAT ([Appendix 6](#) and [Appendix 7](#)) requirements.

The electronic forms can be found at: <http://www.mmd.admin.state.mn.us/process/admin/main.html> (follow General RFPS & RFBS section).

Section III. General Contract Requirements

Notice to Vendors

As a condition of this contract, Vendor is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require Vendor to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.

If you are an independent contractor, Minn. Stat. §256.998 requires the state to report your name, address and social security number to the New Hire Reporting Center of the Minnesota Department of Human Services unless your contract is for less than two months in duration with gross earnings of less

than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

Affidavit of Non-Collusion

All responding Vendors are required to complete the Affidavit of Non-Collusion form and submit it with the response (see [Exhibit A. Affidavit of Non-Collusion](#)).

Parties to the Contract

Parties to this contract shall be the “State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Minnesota State” and the successful Vendor(s).

Contract Term

Minnesota State desires to enter into a contract with the successful Vendor(s) effective February 1, 2018. The length of such contract(s) shall be five (5) years with the option to extend for an additional five (5) years. If Minnesota State and the Vendor is unable to negotiate and sign a contract by January 31, 2018, then Minnesota State reserves the right to seek an alternative Vendor(s).

Contract Termination

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, may cancel the contract(s) upon 30 days written notice, with or without cause.

Applicable Law

A contract entered into as a result of this RFP shall be governed and interpreted under the laws of the State of Minnesota.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the Chief Financial Officer.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties, whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Sample Contract

Vendors should be aware of Minnesota State’s standard contract terms and conditions in preparing the response. A sample Minnesota State Services Contract is attached as [Exhibit G](#) for Vendor reference. Much of the language reflected in the contract is required by statute. If Vendors take exception to any of the terms, conditions or language in the contract, the Vendor must indicate those exceptions in the response to the RFP; certain exceptions may result in a proposal being disqualified from further review and evaluation. Only those exceptions indicated in the Vendor’s response to the RFP will be available for discussion or negotiation.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the Vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement the Vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A Vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that Vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Human Rights Requirements

For all contracts estimated to be in excess of \$100,000 all responding Vendors are required to complete the Human Rights Certification Information and Affirmative Action Data Page and submit it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rule 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. Copies of Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 - 5000.3600 are available from the Minnesota Bookstore, 660 Olive Street, St. Paul, MN 55155." All responding Vendors shall comply with the applicable provisions of the Minnesota Affirmative Action law, Minnesota Statutes §363A.36. Failure to comply shall be grounds for rejection. [Exhibit B. Affirmative Action Certification of Compliance \(Notice to Contractors\)](#) and [Exhibit C. Affirmative Action Certification of Compliance \(Notice to Vendors\)](#).

Equal Pay Certificate

If the Response to this solicitation could be in excess of \$500,000, including renewal and extension options, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us. See [Exhibit D. Equal Pay Certification Application](#).

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference, but no less than the percentage awarded to any other group under this section on state procurement to **certified small businesses that are majority-owned and operated by veterans.**

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 due date and time.

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

Insurance Requirements

A. The selected Vendor will be required to submit an ACORD Certificate of Insurance to Minnesota State's authorized representative prior to execution of the contract. The selected Vendor shall not commence work under the contract until they have obtained all the insurance described below and Minnesota State has approved evidence of such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected Vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance. The Vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the Vendor 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, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
2. Commercial General Liability. The Vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate
\$2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds:
Board of Trustees of the Minnesota State Colleges and Universities

Minnesota State

3. Commercial Automobile Liability. The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

4. Errors and Omissions (E & O) Insurance. The Vendor will be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

Any deductible will be the sole responsibility of the Vendor and may not exceed \$50,000 without the written approval of Minnesota State. If the Vendor desires authority from Minnesota State to have a deductible in a higher amount, the Vendor 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 Minnesota State can ascertain the ability of the Vendor 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 Vendor 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 Vendor to fulfill this requirement.

Additional Insurance Conditions:

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State with respect to any claim arising out of Vendor's performance under this contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify Minnesota State within five (5) business days with a copy of the cancellation notice, unless Vendor'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 Minnesota State;
- Vendor is responsible for payment of contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Vendor 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 Vendor’s policy limits to satisfy the full policy limits required by the contract.

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

State Audit

The books, records, documents and accounting practices and procedures of the Vendor relevant to the contract(s) must be available for audit purposes to Minnesota State and the Legislative Auditor’s Office for six (6) years after the termination/expiration of the contract.

Minnesota Government Data Practices Act

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to the contract. The Vendor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State member schools in accordance with the contract and as it applies to all data created, gathered, generated or acquired in accordance with the contract. All materials submitted in response to this RFP will become property of the State of Minnesota and will become public record after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when Minnesota State has completed negotiating the contract with the selected Vendor. If the Vendor submits information in response to this RFP that it believes to be trade secret materials as defined by the Minnesota Government Data Practices Act, the Vendor must:

- mark clearly 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;
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State of Minnesota, Minnesota State, its agents and employees, from any judgments or damages awarded against the State or Minnesota State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Minnesota State’s award of a contract. In submitting a response to this RFP, the responder agrees this indemnification survives as long as the trade secret materials are in possession of Minnesota State.

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

FERPA School Official Requirement

The Vendor is required to be designated a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under FERPA and its implementing regulations, and the Vendor will agree to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The selected Vendor will agree to use Minnesota State’s data only for the purpose of fulfilling its duties under the resulting contract, which includes providing tutoring services, for Minnesota State’s benefit, and will not monitor or share such data with or disclose it to any third party except as required by law, or authorized in writing by Minnesota State.

Conflict of Interest

The Vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this Request for Proposal. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

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 that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a Vendor is unable or potentially unable to render impartial assistance or advice, or the Vendor's objectivity in performing the contract work is or might be otherwise impaired, or the Vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective school's chief financial officer or Minnesota State's Business Manager that must include a description of the action which the Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the school or Minnesota State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the school or Minnesota State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve Minnesota State's rights.

Physical and Data Security

The Vendor is required to recognize that on the performance of the contract the Vendor will become a holder of and have access to private data on individuals and nonpublic data as defined in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13; and other applicable laws.

In performance of the contract, the Vendor agrees it will comply with all applicable state, federal and local laws and regulations, including but not limited to the laws under Minnesota Statute Chapters 13 relating to confidentiality of information received as a result of the contract. The Vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information.

The Vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The Vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the Vendor on behalf of Minnesota State and Minnesota State.

The Vendor shall recognize Minnesota State's sole and exclusive right to control the use of this information. The Vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The Vendor agrees to indemnify and hold harmless the State of Minnesota, Minnesota State from any and all liabilities and claims resulting from the unauthorized disclosure by the Vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the

contract. The Vendor must return all source data to the “Authorized Representative” to be identified in the contract.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will be in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the commissioner of Employee Relations. Reimbursements will not be made for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Section IV. RFP Responses

Proposal Format

Proposals which fail to address any of the submission requirements may be deemed nonresponsive and will not be further considered. Note the responses to questions must be specifically answered within the context of the submitted proposal. The System Office evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Information which the responder desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

To be considered responsive, a proposal must contain the following reference by number and in the order below:

A: Cover Letter

The cover letter shall contain a brief introduction of the Vendor, corporate structure, major business lines and the proposal. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal; however, any terms or conditions of this RFP to which the Vendor objects and/or does not accept shall be clearly stated in the cover letter along with any alternatives or further explanation. At a minimum, the cover letter page shall be on company letterhead and shall include the name and working address of the firm submitting a proposal, the name, telephone and e-mail address of the primary company representative to be contacted with reference to the proposal, and the date of submission.

B: Mandatory Requirements

Each proposal must contain concise responses to the mandatory requirements in [Appendix 1](#). Answers need to refer to the tab name and requirement number. Vendor shall submit the electronic form referenced in the appendix.

C: Functional Requirements

Each proposal must contain concise responses to the functional requirements in [Appendix 2](#). Answers need to refer to the tab name and requirement number. Vendor shall submit the electronic form referenced in the appendix.

D: Technical Requirements

Each proposal must contain concise responses to the technical requirements in [Appendix 3](#). Answers need to refer to the requirement number. Vendor shall submit the electronic form referenced in the appendix.

E: Vendor Qualifications

Each proposal must contain concise responses to the vendor qualifications in [Appendix 4](#). Answers need to refer to the requirement number. Vendor shall submit the electronic form referenced in the appendix.

F: Cost Proposal

Each proposal must contain concise responses to the cost section in [Appendix 5](#). The cost proposal must be submitted in a separate envelope when mailing the response.

Answers need to refer to the requirement number. For lines inserted, please added a level to the numbering, e.g., if 2 lines are added to question 1, they will be 1.1 and 1.2. Vendor shall submit the electronic form referenced in the appendix.

G: VPAT

Each proposal must contain concise responses to VPAT requirements in [Appendix 6](#) and [Appendix 7](#). Vendor shall submit the electronic form referenced in the appendix.

H: End User License Agreement (If applicable)

Each proposal must contain a sample end user license agreement if applicable.

I: Required Forms

Vendors must complete and include the following forms in the response:

Form Section	Location
1. Affidavit of Non-Collusion	Exhibit A
2. Affirmative Action Certificate (Notice to Contractors)	Exhibit B
3. Affirmative Action Certificate (Notice to Vendors)	Exhibit C
4. Equal Pay Certification Application	Exhibit D
5. Veteran-Owned Preference Form	Exhibit E
6. Vendor’s References	Exhibit H

A Vendor’s proposal which fails to address each of the submission requirements above will not be deemed responsive and Minnesota State will not consider the response. Note the responses to questions must be specifically answered within the context of the submitted proposal. Minnesota State evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal opening unless extended by mutual written agreement between Minnesota State and the Vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

The proposal must be completed and signed in the firm's name or corporate name of the Vendor, and must be fully and properly executed and signed in blue or black ink by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the Minnesota State Colleges and Universities (Minnesota State) system, its Board of Trustees or Minnesota State to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is in its best interest. Minnesota State also reserves the right to waive minor informalities and, notwithstanding anything to the contrary, reserves the right to:

1. reject all proposals received in response to this RFP;
2. select a proposal for contract negotiation other than the one with the lowest cost;
3. negotiate any aspect of the proposal with any Vendor;
4. terminate negotiations and select the next most responsive Vendor for contract negotiations;
5. terminate negotiations and prepare and release a new RFP;
6. terminate negotiations and take such action as deemed appropriate.

Submission

Sealed proposals must be received at the following address no later than Thursday, October 05, 2017, 3:00 p.m. CDT:

Institution:	Minnesota State
Name:	Kathy Pilugin
Title:	Administrative Project Support
Mailing Address:	30 7 th Street East Suite 350, Saint Paul, MN 55101-7804

The responder shall submit one original paper RFP response and a compact disc or flash drive with the RFP response in Microsoft Word or PDF format. Proposal responses are to be unbound. All pages must be numbered. Font size will be no smaller than 10 point. Proposals that are difficult to follow or that do not conform to the RFP format may be rejected.

Vendors can submit responses to exhibits and appendixes using the electronic forms referenced in each appendix and exhibit. Vendors shall submit response in a sealed envelope with the responder's name and address clearly written on the envelope. The original RFP proposal must be unbound and signed in blue or black ink by an authorized representative of the Vendor. Proof of authority of the person signing must accompany the response.

Late responses will not be considered.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of “white out” is considered an alteration.

Section V. Response Evaluation

Requirements

Minnesota State will not evaluate responses not meeting the mandatory requirements in [Appendix 1](#). Responses meeting the mandatory requirements in [Appendix 1](#) will be further evaluated using the following criteria.

Evaluation Elements	Percentage Weight	Points	RFP Location
Phase 1 Evaluation:			
Functional Requirements	50%	500	Appendix 2
Technical Requirements	10%	100	Appendix 3
Vendor Qualifications	5%	50	Appendix 4
Cost Proposal (Financial Requirements)	25%	250	Appendix 5 (submit separately)
Subtotal Phase 1		950	
Phase 2 Evaluation:			
Oral Presentations (finalists only), Demonstrations, Vendor References, and Other (discretionary)	10%	100	
Total Phases 1 and 2	100%	1,000	
Preference to Targeted Group and Economically Disadvantaged Business and Individuals (bonus)			
Vendor is Veteran owned (based on certification by the MN Dept of Admin)	6%*	60	Appendix E
Certified Economically Disadvantaged Businesses	6%*	60	
Prime Contractors	6%*	60	

* (the maximum bonus is 6% even if your organization qualifies for more than one of the following)

Presentations

Minnesota State reserves the right to name a date at which all responding Vendors will be invited to present demonstrations or participate in an interview. Minnesota State does not agree to reach a decision by any certain date although it is hoped the evaluation and selection will be completed by the date identified in the **Selection and Implementation Timeline** above.

Finalists will be invited and required to interview and conduct a presentation onsite. Sales and marketing materials are not to be presented. At least two individuals from the vendor’s organization will be required to be onsite. Conference call/WebEx access will be available for participants not onsite. Wireless access will be available, but if your presentation requires access to resources via the Internet,

we recommend a backup plan (e.g. flash drive or other mobile media) in the event wireless is not functioning properly with the vendor's laptop(s). The vendor(s) will also be required to provide either a flash drive or a CD of their presentation.

Minnesota State will contact all finalists to arrange a mutually agreed upon date and time for the interview and presentation.

The interview and presentation will last approximately 1-2 hours. Vendors should base the presentation on a script which will be provided by Minnesota State at least 5-7 business days prior to the presentation date.

Minnesota State may reject a proposal if it is determined that a Vendor's ability to work with the existing infrastructure will be too limited or difficult to manage. Minnesota State may also reject a proposal if it is proven during the presentation that the Vendor cannot meet the Vendor's RFP response.

The remainder of this page was intentionally left blank

Exhibit A. Affidavit of Non-Collusion

STATE OF MINNESOTA AFFIDAVIT OF NON-COLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public: _____

My commission expires: _____

Exhibit B. Affirmative Action Certificate of Compliance (Notice to Contractors)

NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

It is hereby agreed between the parties that Minnesota State will require that affirmative action requirements be met by contractors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes §363A.36, subdivisions 3 and 4).

Under the Minnesota Human Rights Act, §363A.36, businesses or firms entering into a contract over \$100,000 which have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months, or businesses or firms employing more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which its primary place of business is domiciled and that primary place of business is outside of the State of Minnesota but within the United States, must have submitted an affirmative action plan that was received by the Commissioner of Human Rights for approval prior to the date and time the responses are due. A contract over \$100,000 will not be executed unless the firm or business having more than forty (40) full-time employees, either within or outside the State of Minnesota, has received a certificate of compliance signifying it has an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for four (4) years. For additional information, contact the Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, MN 55155.

Effective July 1, 2003. The Minnesota Department of Human Rights is authorized to charge a \$150.00 fee for each Certificate of Compliance issued. A business or firm must submit its affirmative action plan along with a cashier's check or money order in the amount of \$150.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at the Compliance Services Unit, Freeman Building, 625 Robert Street North, Saint Paul MN 55155.

State Of Minnesota – Affirmative Action Certification

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

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

Your response will be rejected unless your business:

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

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance & Community Relations

Freeman Building, 625 Robert Street North, Saint Paul, MN 55155

Phone: 651-296-5663 | Toll Free: 800-657-3704

Fax: 651-296-9042 | TTY: 651-296-1283

Web: mn.gov/mdhr

Email: compliance.mndh@state.mn.us

Affirmative Action Certification Page, Revised 6/11 – MDHR

Exhibit C. Affirmative Action Certification of Compliance (Notice to Vendors)

MINNESOTA STATE COLLEGES AND UNIVERSITIES NOTICE TO VENDORS

AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minnesota Statutes §363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an affirmative action plan to the Commissioner of the Department of Human Rights prior to the due date and time of the response and must have received a Certificate of Compliance prior to execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which its primary place of business is domiciled. The businesses in this category must certify to Minnesota State that it is in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, Compliance Services Unit, 625 Robert Street North, Saint Paul MN 55155; Voice: 651-296-5663; Toll Free: 800-657-3704; TTY: 651-296-1283.

Minnesota State is under no obligation to delay the award or the execution of a contract until a Vendor has completed the Human Rights certification process. It is the sole responsibility of the Vendor to apply for and obtain a Human Rights certificate prior to contract execution.

It is hereby agreed between the parties that Minnesota State will require affirmative action requirements be met by Vendors in relation to Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, §363A.36, subdivision 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the Commissioner.

Failure by the Vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statutes §363A.36, subdivisions 3 and 4). A certificate is valid for a period of four (4) years.

DISABLED INDIVIDUAL CLAUSE

- A. A Vendor shall 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 Vendor agrees to take disabled individuals without discrimination based on 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 of training, including apprenticeship.

- B. The Vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- C. In the event of a Vendor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken by the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

- D. The Vendor 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 shall state the Vendor 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 Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the Vendor is bound by the terms of Minnesota Statutes §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 individuals.

It is hereby agreed between the parties that Minnesota Statutes §363A.36 and Minnesota Rules 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statutes §363A.36 and Minnesota Rules, 5000.3400 to 5000.3600 are available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155.

By signing this statement the Vendor certifies that the information provided is accurate.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Revised 1/22/09

Exhibit D. Equal Pay Certification Application

Minnesota Department of Human Rights

ATTN: Contract Compliance
Freeman Building
625 Robert Street North
Saint Paul, MN 55155
(Or Send to - compliance.MDHR@state.mn.us.)

Equal Pay Certificate Application

- We are in compliance with Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Minnesota Human Rights Act, and the Minnesota Equal Pay Act for Equal Work Law.
- The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors, within each of the major job categories in your EEO-1 report. If you are not required to file an EEO-1 report, taking into account mitigating factors, the average compensation for female employees is not consistently below the average compensation for male employees within your organization.
- We make hiring, retention and promotion decisions without regard to gender, nor do we limit employees based on gender to certain job classifications.
- We promptly correct wage and benefit disparities.
- We evaluate wages and benefits (annually) (two-year period) (other, please specify) to ensure compliance with the above identified laws.
- In determining our employee compensation, we use: (check below)
 - Market pricing approach
 - State prevailing wage or union contract requirements
 - Performance pay system
 - An internal analysis
 - Other method (please specify) _____

Enclosed is our application fee of \$150, made payable to the "Minnesota Department of Human Rights."

In signing below, I affirm that I am the Board Chairperson or Chief Executive Officer and that the above information to the best of my understanding is accurate and complete.

Signature

Print

Name Date

Business

Name Business Address

Exhibit E. Veteran-Owned Preference Form

STATE OF MINNESOTA VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. §16C.16, subd. 6a, the Minnesota State may award up to a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

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

1. Principal place of business is in Minnesota.

and

2. The United States Department of Veterans Affairs verifies the business as being a veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference. The preference applies only to the first \$500,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

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

- My company's principal place of business is in Minnesota; and
- The United States Department of Veteran's Affairs verifies my company as being a veteran-owned small business. (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

Exhibit F. Commissioner's Plan

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Commissioner's PLAN EXPENSE REIMBURSEMENT

**UPDATED TO REFLECT JAN. 1, 2014 IRS RATE OF 56 CENTS PER MILE*

Type of Expense	Reimbursement Allowance
State-owned vehicle not available (full IRS rate)	0.54 cents per mile
State-owned vehicle available but declined (IRS	0.47 cents per mile
Tolls and parking fees	Actual cost
Commercial transportation (air, taxi, rental car, etc.) plus reasonable gratuities	Actual cost for mode and class of transportation authorized
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	0.63 cents per mile
Motorcycle	No reimbursement applicable
Personal aircraft	0.54 cents per mile
Overnight lodging	Actual reasonable cost
Laundry and/or dry-cleaning <u>after</u> one week in continuous travel status	Actual cost; not to exceed \$16.00 per week
Work-related long distance telephone calls	Actual cost
Personal telephone calls	Actual cost up to maximum number of nights away times \$3.00
Special expenses (e.g. conference fees, banquet	Actual cost with prior approval

<p>Meals and/or plus reasonable gratuities:</p> <ul style="list-style-type: none"> • Breakfast (in travel status overnight or leave home before 6:00 a.m.) • Lunch (in travel status and more than 35 miles from work station) • Dinner (in travel status overnight or return home after 7:00 p.m.) 	<p>Actual cost up to maximums</p> <p>Breakfast - \$9.00 Lunch - \$11.00 Dinner - \$16.00</p> <p>Outside the contiguous 48 United States or in pre-designated/pre-identified metropolitan areas*</p> <p>Breakfast - \$11.00 Lunch - \$13.00 Dinner - \$20.00</p> <p>Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.</p>
<p>Expenses that are not travel related (e.g., supplies, copy charges, fax charges)</p>	<p>Actual cost</p>
<p>*Metropolitan Areas</p>	

Atlanta, GA	Clayton, De Kalb, Fulton, Cobb and Gwinett Counties in Georgia
Baltimore, MD	Baltimore and Hartford Counties in Maryland
Boston, MA	Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts
Chicago, IL	DuPage, Cook and Lake Counties in Illinois
Cleveland, OH	Cuyahoga County in Ohio
Dallas/Fort Worth, TX	Dallas and Tarrant Counties in Texas
Denver, CO	Denver, Adams, Arapahoe and Jefferson Counties in Colorado
Detroit, MI	Wayne, Macomb and Oakland Counties in Michigan
Hartford, CT	Hartford and Middlesex Counties in Connecticut
Houston, TX	Harris County, LBJ Space Center and Ellington AFB in Texas
Kansas City, KS	Johnson and Wyandotte Counties in Kansas
Kansas City, MO	Clay, Jackson and Platte Counties in Missouri
Los Angeles, CA	Los Angeles, Kern, Orange and Ventura Counties, Edwards AFB, Naval Weapons Center and Ordinance Test Station in California
Miami, FL	Dade County in Florida
New Orleans, LA	Jefferson, Orleans, Plaquemines and St. Bernard Parishes in Louisiana
New York City, NY	Bronx, Brooklyn, Manhattan, Queens, and Staten Island Boroughs in NYC; Nassau, New York, Richmond, Suffolk and Westchester Counties in New York state; Fairfield County in Connecticut; and Bergen, Essex, Hudson, Middlesex, Passaic, and Union Counties in New Jersey

Philadelphia, PA	Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties in Pennsylvania; and Burlington and Gloucester Counties in New Jersey
Portland, OR	Multnomah County in Oregon
Saint Louis, MO	St. Charles and St. Louis Counties in Missouri
San Diego, CA	San Diego County in California
San Francisco, CA	San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda and Santa Barbara Counties in California
Seattle, WA	King County in Washington state
Washington, DC	Cities of Alexandria, Falls Church and Fairfax in Virginia; Arlington, Loudoun and Fairfax Counties in Virginia; and Montgomery and Prince Georges Counties in Maryland

RECEIPTS: Original itemized receipts are required for all expenses except meals, gratuities, driving tolls, parking meters and telephone calls. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt was lost or a receipt was not obtained.

ITEMIZED LIST OF CONTRACTOR'S REIMBURSABLE EXPENSES

A. MINNESOTA STATE'S AUTHORIZED REPRESENTATIVE TO COMPLETE THIS SECTION:

NAME AND ADDRESS OF CONTRACTOR:	
P.O. #:	VENDOR #:
CONTACT PERSON:	TELEPHONE NUMBER:

B. CONTRACTOR TO COMPLETE THIS SECTION (submit additional pages if more than one day in travel status):

* Requires original itemized receipts.

** Other metropolitan areas listed above are up to \$11 (breakfast), \$13 (lunch), and \$20 (dinner).

DATE	Allowable Expenses	PURPOSE	RATE	TOTAL
	# of Miles: _____ To: _____ From: _____		0.54 cents per mile	
	Parking Fees (non-meter) *		Actual cost	
	Parking Meters/Tolls		Actual cost	
	Air Fare*		Actual cost	
	Taxi*		Actual cost	
	Rental Car*		Actual cost	
	Overnight Lodging*		Actual cost	
	Long Distance Call		Actual cost	
	Breakfast, if in travel status		Up to \$9.00**	
	Lunch, if in travel status		Up to \$11.00**	
	Dinner, if in travel status		Up to \$16.00**	
	Supplies*		Actual cost	
	Copy Charges*		Actual cost	
	Fax Charges*		Actual cost	
	Other*		Actual cost	
	TOTAL FOR THE DAY			

Remit payment to the following address **if different** than address at the top of this form:

Name: _____

Address: _____

C. SIGNATURES REQUIRED FOR PAYMENT:

Signature: _____
(Verification of Expenses by Contractor)

Signature: _____
(Approval by Minnesota State’s Authorized Representative)

Date: _____

Date: _____

Exhibit G. Services Contract

P.O. Number _____

STATE OF MINNESOTA MINNESOTA STATE COLLEGES AND UNIVERSITIES SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (hereinafter Minnesota State), and [INSERT CONTRACTOR'S LEGAL NAME AND FULL ADDRESS], an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, Minnesota State, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, Minnesota State is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on July 01, 2018 **or upon the date the final required signature is obtained by Minnesota State, whichever occurs later**, and shall remain in effect until June 30, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by Minnesota State's authorized representative.**
2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

Provide _____ to meet Minnesota State requirements (detail TBD).
3. **CONSIDERATION AND TERMS OF PAYMENT.**
 - a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by Minnesota State as follows:
 - i. Compensation of TBD

- ii. The **total obligation** of Minnesota State for all compensation and reimbursement to the CONTRACTOR shall not exceed TBD

b. Terms of Payment.

- i. Payment shall be made by Minnesota State promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by Minnesota State's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of Minnesota State, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by Minnesota State to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- 1. [USE TERMS OR PHRASES SUCH AS WEEKLY, MONTHLY OR WITHIN CALENDAR DAYS FOLLOWING COMPLETION OF SERVICES OR IF THERE ARE SPECIFIC DELIVERABLES, PHASES, TASKS, LIST HOW MUCH WILL BE PAID FOR EACH.]
- 2. **Retainage.** No more than 90% of the amount due will be paid by Minnesota State until all the services in this contract have been reviewed by Minnesota State's authorized representative. The balance due will be paid when Minnesota State's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.

- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, Minnesota State is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). Minnesota State will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. Minnesota State makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that Minnesota State does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold Minnesota State harmless for any taxes owed and any interest or penalties assessed.

- 4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. Minnesota State's authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:
Fax:

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name:
Address:
Telephone:
E-Mail:
Fax:

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by Minnesota State at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. Minnesota State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of Minnesota State.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold Minnesota State, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by Minnesota State, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for Minnesota State's failure to fulfill its obligations pursuant to this contract.

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

9. **MINNESOTA STATUTES § 181.59.**

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work

under any contract, or any subcontract, no contractor, material supplier, or Vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or Vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10. DATA DISCLOSURE.

- a. As a condition of this contract, CONTRACTOR is required by Minn. Stat. §270C.65 to provide a social security number, a federal tax identification number or Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided.
- b. Independent Contractors. Minn. Stat. §256.998 requires Minnesota State to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

11. GOVERNMENT DATA PRACTICES ACT.

- a. Data Ownership and Control.

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The CONTRACTOR and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or Minnesota State.

Minnesota State solely and exclusively owns and retains all right, title, and interest, whether express or implied in and to its data. For purposes of this section “Minnesota State data” has the meaning of “government data” in Minn. Stat. §13.02, subd. 7. CONTRACTOR has no and acquires no right, title, or interest, whether expressed or implied, in and to Minnesota State data.

- b. Public Data Requests.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify Minnesota State. Minnesota State will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

- c. Not-Public Data.

The CONTRACTOR acknowledges that the Contract may allow it to access private data, including but not limited to “educational data” as defined at Minnesota Statutes § 13.32; “not public data” as defined at

Minnesota Statutes § 13.02, subd. 8a; and “nonpublic data” as defined at Minnesota Statutes § 13.02, subd. 9. CONTRACTOR is responsible for maintaining the confidentiality, security, and protection of Minnesota State data related to the Contract.

The CONTRACTOR further acknowledges that for the purposes of this Contract it will be designated as a “school official” with “legitimate educational interests” in Minnesota State’s data, as those terms have been defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, and the CONTRACTOR agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. The CONTRACTOR will use Minnesota State data only for the purpose of fulfilling its duties under this Contract, and will not monitor or share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by Minnesota State. CONTRACTOR will not access Minnesota State user accounts except to respond to service or technical problems or at Minnesota State’s specific request. By way of illustration and not of limitation, CONTRACTOR will not use Minnesota State data for CONTRACTOR’s own benefit and, in particular, will not engage in “data mining” of Minnesota State data or communications, whether through automated or human means, except as necessary to fulfill its duties under the Contract, or as specifically and expressly provided for in this Contract, as required by law, or authorized in writing by Minnesota State.

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

d. Security Incidents.

If CONTRACTOR becomes aware of a privacy or security incident regarding any Minnesota State data, CONTRACTOR will immediately report the event to Minnesota State and MINNESOTA STATE’s Chief Information Security Officer. The decision to notify and the actual notifications to Minnesota State’s data subjects affected by the security or privacy incident is the responsibility of Minnesota State.

Notwithstanding anything to the contrary in this Contract, the CONTRACTOR shall indemnify, hold harmless and defend Minnesota State and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy or security incident involving any Minnesota State data. CONTRACTOR shall reasonably mitigate any harmful effects resulting from any privacy or security incident involving any Minnesota State data.

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

e. Security Program.

CONTRACTOR must make all commercially reasonable efforts to protect and secure Minnesota State data related to this Contract. CONTRACTOR will establish and maintain an Information Security Program (“Program”) that includes an information security policy applicable to any and all cloud computing or hosting services (“Policy”). CONTRACTOR’s Program and Policy must align with appropriate industry security frameworks and standards such as National Institute of Standards and Technology (“NIST”) 800-53 Special

Publication Revision 4, Federal Information Processing Standards (“FIPS”) 199, Federal Risk and Authorization Management Program (“FedRamp”), or Control Objectives for Information and Related Technology (“COBIT”). For purposes of this section, “cloud computing” has the meaning defined by the U.S. Department of Commerce, NIST Special Publication 800-145, currently available online at: <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>.

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

f. End of Agreement Data Handling.

All Minnesota State data shall be remitted, in a mutually agreeable format and media, to Minnesota State by the CONTRACTOR upon request or upon completion, termination or cancellation of this Contract. The foregoing sentence does not apply if Minnesota State’s Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data. Ninety (90) days following any remittance of Minnesota State data to Minnesota State, CONTRACTOR shall, unless otherwise instructed by Minnesota State in writing, sanitize and/or destroy any remaining data and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR’s sole cost and expense.

12. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, Minnesota State at the CONTRACTOR’S expense from any action or claim brought against Minnesota State to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR’S or Minnesota State’s opinion is likely to arise, the CONTRACTOR shall, at Minnesota State’s discretion, either procure for Minnesota State the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
15. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

16. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
17. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure; 11. Government Data Practices Act; 12. Intellectual Property; 13. Jurisdiction and Venue; and 15. State Audits.
18. **INSURANCE.**
- a. CONTRACTOR shall submit an ACORD Certificate of Insurance to Minnesota State’s authorized representative prior to execution of the contract.
 - b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:
 - i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers’ compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall 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, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
 - ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:
 - \$2,000,000.00 per occurrence
 - \$2,000,000.00 annual aggregate applying per project or location
 - \$2,000,000.00 annual aggregate applying to Products/Completed Operations
 In addition, the following coverages shall be included:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Products and Completed Operations Liability
 - Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent
 - Pollution Exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent
 - Independent Contractors (let or sublet work)
 - Waiver of Subrogation in favor of Minnesota State
 Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)
- Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

- c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to Minnesota State 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 Minnesota State 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 Minnesota State.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- 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. Errors and Omissions (E & O) Insurance.

CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to CONTRACTOR's services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

- e. Minnesota State reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by Minnesota State and copies of policies must be submitted to Minnesota State's authorized representative upon written request.

19. AFFIRMATIVE ACTION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$100,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRINCIPAL PLACE OF BUSINESS.

Minnesota State intends to carry out its responsibility for requiring affirmative action by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the CONTRACTOR must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A CONTRACTOR covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the CONTRACTOR does not have a Certificate of Compliance, said CONTRACTOR must certify that it is in compliance with federal affirmative action requirements.
- b. Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires CONTRACTOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minnesota R. 5000.3400-5000.3600.
 - i. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. Disabled Workers. The CONTRACTOR must comply with the following affirmative action requirements for disabled workers.
 - 1. The CONTRACTOR must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as

the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 3. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute §363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 5. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statute §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.
- iii. Consequences. The consequences for the CONTRACTOR'S failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.
 - iv. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes § 363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. **EQUAL PAY CERTIFICATION REQUIREMENTS FOR CONTRACTS IN EXCESS OF \$500,000.00 AND THE CONTRACTOR HAS MORE THAN 40 FULL-TIME EMPLOYEES IN MINNESOTA OR ITS PRIMARY PLACE OF BUSINESS.**

Minnesota State intends to carry out its responsibility for requiring equal pay by its CONTRACTORS.

- a. Covered Contracts and Contractors. If the amount of this contract is in excess of \$500,000.00 and the CONTRACTOR has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, the CONTRACTOR must comply with the requirements of Minnesota Statutes §363A.44 prior to contract execution. CONTRACTOR must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to CONTRACT execution. CONTRACTOR is exempt if it has not employed more than 40 full-time employees on any single working day in one state during the previous 12 months. A certificate is valid for four years.

- i. Consequences. The consequences for the CONTRACTOR'S failure to secure and comply with Minnesota Statutes §363A.44 or make a good faith effort to do so, include but are but are not limited to, suspension or revocation of a certificate of Compliance by the COMMISSIONER, and termination of all or part of this contract by the COMMISSIONER or Minnesota State.
- ii. Certification. The CONTRACTOR hereby certifies it is in compliance with the requirements of Minnesota Statutes §363A.44 and applicable rules and regulations and is aware of the consequences for noncompliance.

21. **OTHER PROVISIONS.**

TBD

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

Exhibit H. Vendor's References

Respondent must include references from the three largest companies/educational institutions for which the assessment for course placement assessments have been implemented. At least one should be similar in scope to Minnesota State and include multi-university environments.

Reference #1	
Institution or Consortium Name	
Institution Address	
Single or Multi-Campus Institution	
Contact Name Contact Title Contact Phone Contact Email	
Total Number of Faculty	
Total Number of Students	
Brief Description of Project	
Reference #2	
Institution or Consortium Name	
Institution Address	
Single or Multi-Campus Institution	
Contact Name Contact Title Contact Phone Contact Email	
Total Number of Faculty	
Total Number of Students	
Brief Description of Project	

Reference #3	
Institution or Consortium Name	
Institution Address	
Single or Multi-Campus Institution	
Contact Name Contact Title Contact Phone Contact Email	
Total Number of Faculty	
Total Number of Students	
Brief Description of Project	

By signing this statement, you certify the information provided in the Vendor Qualification, Appendix H (and any attachments) is accurate and that you are authorized to sign on behalf of the Respondent.

Name of Company: [Click or tap here to enter text.](#)

Authorized Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Telephone number: [Click or tap here to enter text.](#)

Appendix 1. Mandatory Requirements

The electronic form can be found on Minnesota State’s website at: <http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 1 link). Vendors must meet the Mandatory Requirements listed below or the proposal will be rejected. Complete the electronic version of this form from the link noted above and submit with proposal.

Nbr	Requirement
1	Proposed solution is for a Software as a Service (SaaS) solution
2	Vendor of proposed solution must be a publisher or authorized reseller
3	All physical data servers and data centers associated with the proposed solution must reside in the United States
4	Vendor of proposed solution must have a commercially available product with sales for a minimum of two years
5	Vendor of proposed solution has a minimum of three years’ experience as a SaaS Provider
6	Vendor of proposed solution has a minimum of two years’ experience with large institutions and systems, such as consortia of higher education
7	Proposed solution is compatible with multiple platforms (Mac, Windows, Linux, other) and multiple browsers
8	Proposed solution supports mobile delivery on multiple platforms (iOS, Android, other)
9	Proposed solution substantially complies with current national and international accessibility specifications and standards, including ADA Section 508 and W3C Web Accessibility Initiative. Vendor demonstrates a commitment toward these compliance standards.
10	Vendor of proposed solution agrees that respondent does not have any claim to intellectual property ownership of the content that resides in the cloud services or databases via the use of the proposed solution
11	Proposed solution provides for the measurement of license usage and growth
12	Proposed solution delivers a stable and robust system
13	The solution is compliant with existing state and federal privacy laws.
14	Proposed solution must support 31 institutions within the Minnesota State system
15	Proposed solution supports federated authentication with SAML / Shibboleth
16	Background checks are conducted on employees/tutors when they begin employment

By signing this statement, you certify the information provided in the General Selection Criteria, Appendix 1 (and any attachments) is accurate and that you are authorized to sign on behalf of the Respondent.

Name of Company: [Click or tap here to enter text.](#)

Authorized Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Telephone number: [Click or tap here to enter text.](#)

Appendix 2. Online Tutoring Services Functional Requirements

The electronic form can be found on Minnesota State’s website at: <http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 2 link).

Class Group	Category	Level	Detailed Requirement
Section 1: Subject Type	Business	1.00	Accounting, Economics, Finance, Statistics
	ESL	1.01	ESL
	Healthcare	1.02	Health Administration, Pathophysiology, Pediatrics, Pharmacology
		1.03	Medical-Surgical Nursing
	Math	1.04	Basic, Algebra (including pre-algebra), Calculus (including pre-calculus), Geometry, Trigonometry, Statistics, and Liberal Arts Math
		1.05	Bilingual (English and Spanish)
		1.06	Discrete Math
	Reading	1.07	Reading
	Science	1.08	Human Anatomy and Physiology
		1.09	Biology, Chemistry, Earth Science, Organic Chemistry, and Physics
	Software	1.10	Access, Excel, PowerPoint, Word, and Windows
	Writing and English	1.11	Essay Writing, Literature, and Assessment of Writing Skills
Career Writing	1.12	Cover letters, resumes, etc.	
Section 2: Early Alert	Early Alert	2.00	Describe if faculty can link to student sessions (Opt-In by student)
		2.01	Solution allows alert functionality to notify institutions on student tutoring progress
Section 3: Integration	Integration	3.00	Results of tutoring sessions can integrate with learning management systems such as D2L or D2L Brightspace
Section 4: Service and Response Times	Service and Response Times	4.00	Define the standard length of tutoring sessions by discipline. Note if the solution allows students to extend session length as needed. Example, if a student is reaching the end of session, but further tutoring is required, define this ability
		4.01	Tutor responds, or is responding to students’ questions within 1 minute from the time student asks a question (keeps from having tutors serving multiple students during a session). Please describe whether a student has the ability to see if a tutor is responding.
		4.02	Student wanting real-time tutoring gets to a tutor within 60 seconds.... If more than 60 seconds, wait time is provided to student. Service Level Agreement (SLA) of all sessions is 60 seconds; (note: peak times may be 20 minutes, but average must not exceed 60 seconds)

Class Group	Category	Level	Detailed Requirement
		4.03	Tutoring schedules are available to students for each subject. Describe the available tutoring times by subject. Note: available tutoring times for students for high-demand subjects (Writing, Mathematics, and Science) should be a minimum of 15 hours per day. If subject is available for less than 12 hours per day, please state why. Identify the high demand course (need more available hours).
		4.04	Vendor has ability to offer tutoring services 24 hours per day; note: indicate if 24x7 is a standard feature or is certain times are only available with advance scheduling
		4.05	Students can submit essays for review and tutors review and provide feedback within 48 hours on all submitted essays. Please describe the average response time on essay feedback.
		4.06	For students not rescheduling for services, please indicate the average wait time by discipline for students to connect with a tutor.
		4.07	If 24x7 tutoring is not available for new courses, please indicate the process to vet new courses for 24x7 consideration.
		4.08	Students have ability to rate tutors and provide feedback
		4.09	Vendor limits the number of essays each tutor can process at a given time. Please indicate the maximum number of open essays allowed in a tutor's queue.
Section 5: Support	Support	5.00	Technical support is available 24X7
		5.01	Describe the type of marketing support you offer to assist institutions in advertising tutoring services
Section 6: Tutoring Platform	Tutoring Platform	6.00	Solution allows for group sessions for tutoring (Group Sessions or faculty/support use of solution for office hours)
		6.01	Group Sessions are not charged (solution includes group sessions) unless tutor is brought into the session - note: this is for study-group type sessions
		6.02	Solution offers session recordings and transcripts that students and institutional administrators can review. Please note how long recording are available for review.
		6.03	Students can connect to tutoring services from any internet-connected device. Please list any restrictions (if exists).
		6.04	Solution has whiteboard feature with robust features such as mathematical symbols to allow for accurate formula creation
Section 7: Tutor	Tutor Selection and Review	7.00	Describe the qualification of tutors: Years of experience (graduate or faculty tutors); Describe the process for

Class Group	Category	Level	Detailed Requirement
Selection and Review			selecting tutors, including background checks on education and criminal history.
		7.01	Vendor reviews negative feedback within a reasonable timeframe. Please list the review policy (e.g.: how many days to review and correct any negative reviews).
Section 9: Training	Training	9.00	Describe the type of training required and offered to tutors.
		9.01	Group Sessions - Describe the help instructions or training sessions available to setup group sessions
Section 10: Other-Non-Functional	Other - Non-Functional	10.00	Accessibility - VPAT requirements
		10.01	Responsive to any mobile device
		10.02	Rollover hours - Semester
Section 11: Other-Functional	Other - Functional	11.00	Single sign on (example: connecting from D2L will push user login credentials into solution so re-sign on is not needed)
Section 12: Reporting	Reporting	12.00	Vendor supplies monthly utilization reporting for each institution. Please describe if reports can be obtained online or if reports are sent to each institution.

Appendix 3. Technical Requirements

The Vendor Response Document for the Technical Requirements must be completed and is available in a separate Microsoft Excel document located on the **Minnesota State Web site:** <http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 3 link).

We realize there is redundancy in certain parts of the document. We used a series of process-discovery focus groups to arrive at these questions and some capabilities were important to more than one group of evaluators.

Only responses made through this Vendor Response Document will be evaluated.

Question Number	Application Technical Attributes
	Background Checks
1	Are background checks conducted on employees/tutors when they begin employment?
2	Are background checks conducted on employees/tutors or on a recurring basis? If yes to either #1 or #2, answer the following
	a. If background checks are conducted on a recurring basis, how often are they conducted?
	b. Do background checks include Social Security trace?
	c. Do background checks include investigating local, state and federal felony and misdemeanor criminal records?
3	If subcontractors are used as tutors, are background checks required of them?
	Authentication / IDs and Passwords
4	Are student credentials/passwords encrypted when stored?
5	Are student credentials/passwords encrypted when in transit – i.e. during login?
	Recorded Sessions
6	Are students alerted that the session they are participating in is being recorded?
7	Are recorded tutoring sessions encrypted when stored? Y/N
8	Do recorded tutoring sessions include any photo or video of the student's face? Y/N
9	What is the retention schedule for recorded tutoring sessions?

Appendix 4. Vendor Qualifications

The Vendor Response Document for the Vendor Qualifications must be completed and is available in a separate Microsoft Word document located on the **Minnesota State Web site:**

<http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 4 link).

Only responses made through this Vendor Response Document will be evaluated.

<p>Instructions: Write all responses directly in the table below, after the last question or statement for each section. If a separate document explains the requirement, please attach the document and reference that document in your response. Please reference the Category by letter on any supporting documentation and to which number the response applies.</p>	
<p>General Company Information</p>	
<p>A. Company Background</p>	<p>Provide the following:</p> <ol style="list-style-type: none"> 1. A history of the organization or company 2. Information about employees (# of full time equivalent in R&D, Support, Sales Marketing, Training, Helpdesk Support, Administrative/Other) 3. Organizational charts 4. Governance process
<p>B. Financial Stability, Long-Term Viability</p>	<p>Provide current, full year (12 months), audited financial statements. Additional financial statements for subcontractors or consultants shall be provided, if requested by Minnesota State, depending on their level of participation of fulfilling the contract. Applicant should also include:</p> <ol style="list-style-type: none"> a. Dun and Bradstreet report, if available b. Last annual report c. Statement of income and retained earnings for last two years d. Statement of changes in financial position for the last two years e. Opinions concerning financial statements from a Certified Public Accountant for the last two years as applicable f. Balance sheet for the last two years g. Latest interim balance sheet and income statements

<p>C. Experience with Large Institutions and System Purchases</p>	<p>Provide experience with large institution or system-level licensing with more than 1,000 users. Include:</p> <ul style="list-style-type: none"> a. A sampling of systems/installations in production one year prior to this RFP date for cloud service purchases b. A statement defining the Vendor’s experience and the experience of proposed consultants and subcontractors in similar installations. Experience shown should include work done by individuals who will be assigned to this project. Projects referred to should include the customer’s name, address, telephone number of the responsible official who may be contacted, and the software licensed and operation date
<p>D. Experience with Institutions in Higher Education</p>	<p>1. Provide evidence of Vendor’s experience in working with institutions of higher education or system-level licensing with consortia of higher education institutions.</p>
<p>E. Proposer’s Experience as a Cloud Service Provider</p>	<p>1. Provide history and evidence of the Vendor’s experience in providing high quality cloud services as a cloud service provider</p>
<p>F. Proposer’s Experience in for Higher Education</p>	<p>Provide the following:</p> <ul style="list-style-type: none"> 1. Evidence of Vendor’s qualifications which would be appropriate for higher education learners
<p>G. Vision for the Future</p>	<p>1. Describe the Respondent’s plan for further development of its software/services during the next two to three years. Specifically address the company’s roadmap for product development and/or enhancements to the solution over this timeframe</p>
<p>H. Current and Pending Patents</p>	<p>1. Provide a list of existing or pending patents or copyrights held by the Vendor or its Subcontractors that pertain to any portion of the proposed solution</p>
<p>I. Contracts and Litigation</p>	<p>1. Answer each of the following questions. If the answer to any question is in the affirmative, all relevant circumstances must be explained in detail, including the current status and ultimate disposition of each matter:</p> <ul style="list-style-type: none"> a. Has the Respondent been declared in default of any contract?

	<ul style="list-style-type: none"> b. Has the Respondent forfeited any payment of a performance bond issued by a surety company on any contract? c. Has an uncompleted contract been assigned by the Respondent's surety company on any payment or performance bond issued to the Respondent arising from its failure to fully discharge all contractual obligations there under? d. Within the past three (3) years has the Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? e. Is the Respondent now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability? f. Identify any current or pending litigation or legal actions in which the Respondent is involved that has a significant effect on its ability to provide products and services through any contract resulting from this solicitation. Respondent will be required to supplement this information if additional litigation arises during the term of the contract
J. Possible Mergers or Purchases	<p>Provide the following:</p> <ul style="list-style-type: none"> 1. Describe any mergers or purchases of other companies that are currently in negotiations 2. Is the company in negotiations or actively seeking acquisition by another company?
K. Marketing Strategy	<p>Provide the following:</p> <ul style="list-style-type: none"> 1. Describe the software products and services strategy, including markets served. The Minnesota State Colleges and Universities System is particularly interested in knowing if products are designed for higher education, technical education, K-12, or corporate training market. How do the proposed software/services fit with the project goals and objectives? Identify if there is a specific unit dedicated to support the higher education market 2. Detail all marketing efforts to license-holder email addresses. Are products other than the proposed solution being marketed to license holders? 3. Does the company sell license-holder email addresses to other business or companies? 4. Define the company's marketing objectives and potential uses of data if cookies are enabled to track users
L. Proof of FERPA Compliance	<ul style="list-style-type: none"> 1. Provide a statement of compliance with FERPA's implementing regulations and non-disclosure requirements.

<p>M. Sample License Agreement</p>	<p>1. Although a Minnesota State contract with the terms and conditions is required, as shown in Exhibit G, in the event Respondent desires to enter into a license agreement, terms of service, service level agreement, or other ancillary agreement with Minnesota State, Respondent must include, for reference, a sample copy of a said license agreement, terms of service, or service level agreement. Minnesota State reserves the right to reject a proposal on these grounds</p>
<p>N. Customer References Review</p>	<p>Provide the following:</p> <ol style="list-style-type: none"> 1. References from the three largest companies/educational institutions for which the proposed solution has been implemented. At least one should include multi-university environments. Respondents must complete the Customer Reference Form (Exhibit H) 2. Additionally, provide: <ol style="list-style-type: none"> a. List average length of contract for new institutional or system-level customers (i.e., not individual faculty licenses) over the last three years b. Describe the type of customer support typically provided during and after installation for large institution or system-level clients
<p>O. Strategic Partnerships</p>	<ol style="list-style-type: none"> 1. List and describe any strategic partnerships or alliances with other technology or educational entities
<p>P. Organizational Collaborations</p>	<ol style="list-style-type: none"> 1. Detail collaborations with other Vendors on APIs, plug-ins, integrations, etc. 2. Does your organization have a client advisory board? If so, is invitation to that body included in this proposal? Provide information on the client advisory board 3. Does your organization host a user conference? If so, what is the presentation format for the conference? How often do you host such conferences?
<p>Q. Competitive Advantage</p>	<ol style="list-style-type: none"> 1. What are the qualifications that distinguish your organization/company from your competitors? 2. What aspects, features, functions, or product offerings distinguish the proposed solution from competitor products? Highlight a maximum of four items

By signing this statement, you certify the information provided in the Vendor Qualification, Appendix 4 (and any attachments) is accurate and that you are authorized to sign on behalf of the Respondent.

Name of Company: [Click or tap here to enter text.](#)

Authorized Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Telephone number: [Click or tap here to enter text.](#)

Appendix 5. Cost Proposal

The Vendor Response Document for the Cost Proposal (Appendix 5 completed and is available in a Microsoft Excel document located on the Minnesota State Tutoring Services RFP Web site:

<http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 5 link).

Minnesota State on behalf of the Minnesota State system is seeking to enter into an eighteen (18) month contract with one or more Vendors with the option to renew for up to an additional six years. Pricing must be firm for the first four and a half (4.5) years. Vendor should include the annual price increase beyond the first four and a half (4.5) years.

Instructions: Respondents are required to address all requirements in the order and sequence provided within each section. Cost Proposals must be submitted in a sealed envelope, separately from the General Proposal. For detailed instructions on how to submit the Cost Proposal, see Submission Requirements and Process.

Respondent should address the following:

For each module or functionality, please describe each of the following:
1. Detail available contract terms and options to renew
2. Describe options for multi-year discounts
3. Describe all pricing options available for proposed solution. Include in your descriptions:
a. Tools and functionality included in the option
b. License fees, annual charges, one-time special fees, start-up fees, branding fees, integration fees if implemented at the system level (solution is employed by all Minnesota State institutions)
c. License fees, annual charges, one-time special fees, start-up fees, integration fees if implemented by individually participating institutions
d. License fees, annual charges, one-time special fees, start-up fees, branding fees, integration fees if implemented by individual users
e. License fees, annual charges, one-time special fees, start-up fees, integration fees if implemented for students who might use the proposed solution as part of their academic requirements
f. For questions above, describe if there are banding options (i.e., discounts for volume purchases) and if so on what basis (e.g., FTEs, FYEs, concurrent licensing, etc.)
g. Describe maximum storage for pricing options for system level, institutions, and individuals and list costs associated with storage for all pricing options
4. List and describe costs for optional tools and functionality not included in a base package; specify tools and costs

For each module or functionality, please describe each of the following:

5. List and describe any training and/or consulting costs associated with proposed solution
6. List and describe costs for customization required for proposed solution to integrate or interface with student information system or other Tutoring solutions
7. List and describe costs associated with language conversion
8. List and describe the following related to Vendor's technical and user support and service:
 - a. Describe levels of support and pricing for all levels
 - b. Describe and note costs for dedicated Minnesota State Institutional Administrator
 - c. Describe and list costs for technical and user documentation
 - d. Include Service Level Agreement(s)
9. List and describe costs associated with client requests for feature enhancement requests
10. List and describe costs for items which are part of the proposed solution that have not otherwise been specified above, but which are needed for successful installation, development, and operation of this service

Appendix 6. VPAT Web Content Accessibility Guidelines 2.0 Level AA

A copy of this Appendix in Microsoft Excel version can be found at:

<http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 6 link).

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

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

NOTE: MN only adopted the standards that are level A and level AA. This list includes level AAA standards, which are optional and highlighted in yellow. Comments are not required for level AAA.

Comments must be provided even when you determine that the standard doesn't apply to your product.

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

Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language

Item	Description
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> <p>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.)</p> <p>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.)</p> <p>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.</p> <p>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.</p> <p>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.</p>
1.1.2	<p>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.</p>

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

Item	Description
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> <p>Prerecorded Audio-Only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content.</p> <p>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.</p>
1.2.2	<p>Captions (Prerecorded): Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>
1.2.3	<p>Audio Description or Media Alternative (Prerecorded): An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A)</p>
1.2.4	<p>Captions (Live): Captions are provided for all live audio content in synchronized media. (Level AA)</p>
1.2.5	<p>Audio Description (Prerecorded): Audio description is provided for all prerecorded video content in synchronized media. (Level AA)</p>
1.2.6	<p>Sign Language (Prerecorded): Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA)</p>
1.2.7	<p>Extended Audio Description (Prerecorded): Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA)</p>
1.2.8	<p>Media Alternative (Prerecorded): An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA)</p>
1.2.9	<p>Audio-Only (Live): An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA)</p>

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

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

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

Item	Description
1.4.1	Use of Color: Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A)
1.4.2	Audio Control: If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level. (Level A)
1.4.3	<p>Contrast (Minimum): The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA)</p> <p>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.</p> <p>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</p>
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	<p>Images of Text: If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA)</p> <p>Customizable: The image of text can be visually customized to the user's requirements;</p> <p>Essential: A particular presentation of text is essential to the information being conveyed.</p>
1.4.6	<p>Contrast (Enhanced): The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA)</p> <p>Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1;</p> <p>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.</p> <p>Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement.</p>
1.4.7	<p>Low or No Background Audio: For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA)</p> <p>No Background: The audio does not contain background sounds.</p> <p>Turn Off: The background sounds can be turned off.</p> <p>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.</p>
1.4.8	<p>Visual Presentation: For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA)</p> <p>Foreground and background colors can be selected by the user.</p> <p>Width is no more than 80 characters or glyphs (40 if CJK).</p> <p>Text is not justified (aligned to both the left and the right margins).</p>

Item	Description
	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.

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

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

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

Item	Description
2.2.1	Timing Adjustable: For each time limit that is set by the content, at least one of the following is true: (Level A) Turn off: The user can turn off the time limit before encountering it; or Adjust: The user can 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 can extend the time limit at least ten times; or Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or Essential Exception: The time limit is essential and extending it would invalidate the activity; or 20 Hour Exception: The time limit is longer than 20 hours.
2.2.2	Pause, Stop, Hide: For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A) Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or

Item	Description
	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	Re-authenticating: When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA)

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

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

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

Item	Description
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.

Guideline 3.1 Readable: Make text content readable and understandable.

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

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

Item	Description
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.

Item	Description
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)

Item	Description
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) 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) 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.

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

Item	Description
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)

By signing this statement, you certify the information provided in Appendix 6 is accurate and that you are authorized to sign on behalf of the Respondent.

Name of Company: [Click or tap here to enter text.](#)

Authorized Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Telephone number: [Click or tap here to enter text.](#)

Appendix 7. VPAT Section 508 of the Rehabilitation Act

A copy of this Appendix in Microsoft Excel version can be found at:

<http://minnstate.edu/vendors/index.html> (follow Tutoring Services RFP Appendix 7 link).

It is strongly recommended Technical Staff who are trained in Accessibility complete this form.

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

The comments portion must be filled in to further define how accessibility is or is not met.

Section 508: 1194.21 Software Applications and Operating Systems

Standard	Description
(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.

Section 508: 1194.22 Web-based Internet information and communications

Standard	Description
(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 and given sufficient time to indicate more time is required.

Section 508: 1194.23 Telecommunications products

Standard	Description
(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

Standard	Description
	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.

Section 508: 1194.24 Video and Multi-media products

Standard	Description
(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.

Standard	Description
(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.

Section 508: 1194.25 Self-contained, Closed products

Standard	Description
(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

Standard	Description
	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.

Section 508: 1194.26 Desktop and Portable Computers

Standard	Description
(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

Section 508: 1194.31 Functional Performance Criteria

Standard	Description
(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.

Section 508: 1194.41 Information, Documentation, and Support

Standard	Description
(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.

By signing this statement, you certify the information provided in Appendix 7 is accurate and that you are authorized to sign on behalf of the Respondent.

Name of Company: [Click or tap here to enter text.](#)

Authorized Signature: _____

Printed Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Telephone number: [Click or tap here to enter text.](#)

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