State of Minnesota
Teachers Retirement Association

REQUEST FOR Proposal

2023 Board of Trustees Election

Date Posted: November 21, 2022

- Responses must be received not later than [2:30 pm], Central Time, [December 15th, 2022]
- Late responses will not be considered

Minnesota’s Commitment to Diversity and Inclusion

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

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the Office of Equity in Procurement home page, at www.mn.gov/admin/oep.

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.
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## Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: TRA Data Security and Confidentiality Agreement
SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response

Follow the steps below to complete your response to this Solicitation:

Step 1: Read the solicitation documents and ask questions, if any
Step 2: Write your response
Step 3: Submit your response

Incomplete Submittals

A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions

The contact person for questions is:

Alex Rank, Accounting Officer Senior
Teachers Retirement Association
arank@minnesotatra.org

Questions should be emailed to the contact by December 1st, 2022.
Other personnel are not authorized to answer questions regarding this Solicitation.

STEP 2 – WRITE YOUR RESPONSE

The Response Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

Review, sign, and include the Responder Declarations with your response.

STEP 3 – SUBMIT YOUR RESPONSE

Where to Send Your Response

Submit your response to:

Teachers Retirement Association
Alex Rank, Accounting Officer Senior
arank@minnesotatra.org

Proposals must be received not later than 2:30 pm Central Time December 15, 2022. Late responses will not be considered.

Provide in email, a PDF file of your proposal. Provide a separate PDF file of the cost detail with the file name “Cost Detail” along with the responder’s name.

By submitting a response, responder is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.

Late responses will not be considered. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of responders’ control. If you need assistance please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, and then Option 1.

Rev. 07.10.2022
By submitting a response, your company is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.
SECTION 2 – SUMMARY OF SCOPE

1. **Procurement Overview and Goals.**

   The Minnesota Teachers Retirement Association (TRA) requests proposals for the administration of the 2023 TRA Board of Trustees Election. Minnesota Statutes, Section 354.06, Subd. 1, specifies the composition of the TRA Board of Trustees (Board). The statute further states that the five elected members of the Board must be chosen by ballot in a manner fixed by the Board of the association.

   In early 2023, an election will be held for two active member positions on the Board. The election voting population pool for the active member seats is approximately 82,000.

   The goal of this project is to select an Election Administrator who will provide a transparent and accurate election representing the voting intent of active TRA members. The administrator will deliver a final report for certification by the Board.

2. **Sample Tasks and Deliverables.**

   The successful responder (contractor) will be required to agree to and sign the TRA Data Security and Confidentiality Agreement prior to commencing the work contemplated under this RFP. A sample agreement is attached to this RFP, see Attachment F.

   The contractor’s tasks include, but is not limited to, the following:

   A. The election process will be coordinated with the TRA office. The actual printing and mailing of ballots and election materials will be awarded through this Request for Proposals (RFP). The election administrator (contractor) will receive all votes and provide a final report of the results to the Board of Trustees. Major duties include:

   1. The Board has determined that voters should have the ability to vote either by paper ballot or by internet voting. If the electronic method is not cost-effective, the election will be conducted through paper ballots exclusively. One limitation with election publicity and reminders is that TRA does not have email addresses of all active members and retired members.

   2. Assist the TRA election staff team in refining the ballot design, resource requirements, systems security and work plan schedule.

   3. Ensure that the initial mailing includes:
      a. Mailing envelope addressed to active member. Instructions for voting (Paper Ballot and Internet). Must provide space for two write-in candidates for the active member election. One space for one write-in candidate on the retired member election.
      b. Include candidate biographical sketches and a candidate statement in the ballot material. Candidate statements are expected to be 500 words or less.

   4. Ensure that ballots (whether paper or electronic) rotate the names of the candidates equally.

   5. Ensure that ballots provide secrecy to the identity of the TRA member voter.

   6. Conduct a minimum of a four-week election period for all forms of voting to ensure sufficient voting time. The Election Administrator will ensure that website access for voting is maintained on a continual basis. For a member with questions on election procedures, the vendor must maintain telephone coverage of their Customer Service Center from 8:00 a.m. to 4:30 p.m. Central Time daily.

   7. Paper ballots must be designed to permit electronic processing. The Election Administrator must ensure that only eligible TRA members are eligible to vote. There will be one race for active members to vote.
8. Certification of the two active member elections showing vote totals by candidate and designating the winner should be documented on Election Administrator’s letterhead, signed by an authorized official of the firm.
9. A statistical report should be provided to delineate the number of votes cast in each race by each of the voting methods offered. Also provide a report to show, by week, the number of votes cast, in an effort to guide the administration of future elections.

B. Perform all of the duties and responsibilities specified above in accordance with the statutes, rules, and internal procedures of the Teachers Retirement Association.

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

D. The Election Administrator should complete the major tasks and responsibilities in accordance with the estimated general election schedule, as presented at the September 14, 2022 TRA Board of Trustees meeting:

<table>
<thead>
<tr>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 2022</td>
<td>Select contractor to administer election; formalize contract.</td>
</tr>
<tr>
<td>December 16, 2022</td>
<td>Candidate filing deadline.</td>
</tr>
<tr>
<td>January 2023</td>
<td>Gather, prepare and verify biographies from candidates.</td>
</tr>
<tr>
<td>January 2023</td>
<td>Announce election update and candidates in the winter edition of the TRIB newsletter and on the TRA website.</td>
</tr>
<tr>
<td>February 2023</td>
<td>Work with contractor on transmission of data files, candidate lists and bios, printing of ballots and other materials, and other administrative election tasks.</td>
</tr>
<tr>
<td>March 10, 2023</td>
<td>Target date for mailing election materials to voters.</td>
</tr>
<tr>
<td>March – April</td>
<td>Work with contractor on addressing member questions about the voting process</td>
</tr>
<tr>
<td>April 21, 2023</td>
<td>Voting concludes</td>
</tr>
<tr>
<td>April 28, 2023</td>
<td>Certification of election results by contractor</td>
</tr>
<tr>
<td>Proposed meeting in May 2023 or June 2023</td>
<td>Results presented to TRA Board of Trustees for certification</td>
</tr>
<tr>
<td>June 2023</td>
<td>Results communicated on the TRA website, and in the next edition of the TRA newsletters</td>
</tr>
<tr>
<td>TBD</td>
<td>Ballots maintained by contractor until authorized to destroy. Past practice of the Board has to been to wait until 30 days after delivery of the summer newsletters.</td>
</tr>
</tbody>
</table>

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.
The term of this contract is anticipated to be from January 16, 2023 through July 30, 2023.
2. **Question and Answer Instructions.**

Only written questions can be asked. TRA staff will accumulate all questions asked by vendors after the issuance of the RFP. Answers to the questions will be emailed to all parties who requested RFP and posted to TRA’s website by December 7th, 2022.

All questions should be submitted no later than the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

3. **Additional Tasks or Activities.**

Responders are encouraged to propose additional tasks, activities, or goods above and beyond the scope of what is requested in this solicitation if they will substantially improve the results of this procurement. Any costs associated with these additional tasks, activities, or goods should be clearly marked and separated from costs associated with the tasks, activities, or goods specifically requested under this solicitation. Because cost is a factor in the evaluation of responses to this solicitation, failure to separate costs for additional tasks, activities, or goods may result in those costs being included in a responder’s cost proposal and result in a lower cost score for that proposal.
SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. **Work Plan.** Responder should provide a description of the deliverables to be provided by the Responder along with a detailed work plan that identifies the major tasks to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. This document should NOT list cost detail. If cost detail is included in this document, the State may disqualify the proposal as non-responsive. Responder should provide a statement of the objectives, goals, and tasks to show or demonstrate the Responder’s view and understanding of the nature of the contract.

2. **Qualifications and Experience.** Responder should provide an outline of background and experience with examples of similar work done by the Responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses, or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the response that personal contact information is being provided.

   Lastly, Responder should disclose any active or pending lawsuits related to services Responder provides that is similar in nature to those requested in this RFP.

3. **References.** Responder must complete and submit two references with “Attachment E: Reference Form” with their response. Responder should answer every question and provide all information requested on the reference form. Failure to meet this requirement may result in the rejection of the entire solicitation response as non-responsive.

   The State reserves the right to verify the information submitted on Attachment E before an award is made. The State reserves the right to contact the references listed in Attachment E. The solicitation response will be rejected if the State, in its sole discretion, receives information that indicates the responder is non-responsible or non-responsive.

4. **Accessibility of Services or Products.** The responder should complete, in an accessible format, the Section 508 and Web Content Accessibility Guidelines (WCAG) sections in a Voluntary Product Accessibility Template (VPAT®) for all software, hardware, and websites (as applicable) as proposed in response to the solicitation. Vendors can use the VPAT form from the [ITIC VPAT site](https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp). (Under “Resources,” select the “508” option, as it contains both 508 and WCAG forms.) For systems with multiple interfaces (such as an admin and user interface), complete a VPAT for each interface. These documents will be scored according to the solicitation evaluation.

   Responders are encouraged to reference the “Vendor VPAT Guidance” in the “Products” tab on the [Accessible IT Procurement page](https://mn.gov/mnit/about-mnit/accessibility/it-procurement.jsp) for information and instructions on completing the VPATs. Respondents should also review the related guidance documents on the same site for solicitation reviewers to understand expectations. The responder is strongly encouraged to provide remarks and explanation that both support compliance and detail any deficiencies, as even if you claim “supports” unless there are remarks and explanations, you may score low.

5. **Cost Detail.** Complete and submit Attachment C, “Cost Detail,” attached to this solicitation.

6. **Sample Transaction Documents.** Prior to award, a potential successful Responder must submit samples of any transaction documents proposed for use under the resulting contract. The State will review the transaction documents to ensure they contain sufficient detail and to review additional terms and conditions contained therein, if any. The State reserves the right to request additional detail in the transaction documents or to reject additional terms and conditions within transaction documents. Once approved by the State, Contractor may not materially
change transaction documents unless a change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State’s right to void any non-approved term or condition.

7. **License Agreements, Maintenance Agreements, or Other Terms and Conditions.**

The State may require Responder to provide any license agreements, maintenance agreements or any other terms and conditions relevant to the work under a resulting contract. Review and approval by the State will be required prior to contract execution. In the event Responder fails to comply with a request under this provision, Responder agrees that it will not seek to enforce terms and conditions of any such agreement against the State. Further, failure to provide any of the pertinent documents upon request may result in the State not agreeing to sign any additional documents, rejecting your response, or cancelling the award.

Submit all requested documentation, including, but not limited to, the following documents:

1. Attachment A: Responder Declarations
2. Attachment B: Exceptions to State’s Standard Terms and Conditions
3. Attachment C: Cost Proposal
4. Attachment D: Responder Forms
   a. Veterans Preference Form
5. Attachment E: Reference Form

**DO NOT INCLUDE** Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).
SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

Phase 1 - Review responses for responsiveness and pass/fail requirements
Phase 2 - Evaluate responses
Phase 3 - Select finalist(s)

4. Phase 1 – Responsiveness and Pass/Fail Requirements
The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

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

- Responses must be received by the due date and time specified in this RFP.
- Responders must complete and submit two references with “Attachment E: Reference Form” with their response.

5. Phase 2 - Evaluate Responses
Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

1. Work Plan for Deliverables 300
2. Qualifications and Experience 200
3. References 100
4. Accessibility of Services or Products 100
5. Cost Detail 300 points
   1,000 points
6. Preference Points (if applicable) 60 points (in addition to 1,000 available)

Preference points are described under Solicitation Terms and will be applied to the total score after points have been awarded.

6. Phase 3 - Select Finalist(s)
Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State’s standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring Responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by December 30, 2022.
SECTION 6 – SOLICITATION TERMS

7. Competition in Responding
The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

8. Addenda to the Solicitation
Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

9. Data Security - Foreign Outsourcing of Work is Prohibited
All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

10. Joint Ventures
The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

11. Withdrawing Response
A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State’s detrimental reliance on the response.

12. Rights Reserved
The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information; and
• The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

13. Samples and Demonstrations
Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder’s expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

14. Responses are Nonpublic during Evaluation Process
All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

15. Trade Secret Information

15.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.

15.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.

15.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.

15.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

16. Conditions of Offer
Unless otherwise approved in writing by the State, Responder’s cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

17. Award
Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

18. Requirements Prior to Contract Execution
Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.
19. **Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive points equal to 6% percent of the total points available as preference.

For TG/ED/VO certification and eligibility information visit the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/ or call the Division’s Helpline at 651.296.2600.

20. **Reciprocity**

State shall comply with Minn. Stat. § 16C.06, subd. 7, as that applies to a non-resident vendor. This paragraph does not apply for any project in which federal funds are expended.
ATTACHMENT A: RESPONDER DECLARATIONS

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

A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. **Non-Collusion Certification.**

2. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

3. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

D. **Organizational Conflicts of Interest.** To the best of Responder’s knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
2. the vendor’s objectivity in performing the contract work is or might be otherwise impaired; or
3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State’s Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over $100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

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

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

F. Copyrighted Material Waiver. By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

G. Diverse Spend Reporting. The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see Diverse Spend Reporting Frequently Asked Questions for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: ____________________________________________

Signature: __________________________________________________

Printed Name: ______________________________________________

Title: ______________________________________________________

Date: ______________________________________________________

Phone Number: _____________________________________________

Email Address: _____________________________________________
ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. (Add additional pages if necessary.)

<table>
<thead>
<tr>
<th>Clause and Page Number</th>
<th>Suggested Change to Clause</th>
<th>Explanation or Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

Signature: ____________________________________________

Printed Name: __________________________________________

Title: ________________________________________________

Date: ________________________________________________
ATTACHMENT C: COST DETAIL

Responders must submit Attachment C “Cost Detail” form to submit their Cost Proposal. The rate(s) identified in the Cost Proposal must include all costs, including but not limited to: travel expenses, mass mailings, fees, commissions, compensation, equipment and other charges.

Responders must provide a total cost for service and deliverable requested in this RFP for the contract period of January 16, 2023 through July 30, 2023. Responder must attach a breakdown of costs associated with total cost.

| Total Cost: |

Identify the level of the State’s participation in the contract and details of cost allowances for this participation. The State does not make regular payments based solely upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

Submit the Attachment C: Cost Proposal as a separate document(s) from your technical response for all copies of the Proposal. Do not include any cost information in the Technical Proposal part of the response. The Proposal must be open for acceptance until a contract is executed, the Solicitation is cancelled, or 180 days after the due date and time of the Solicitation, whichever comes first.
Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 6% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

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

1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

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

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

Claim the Preference

By signing below, I confirm that:

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

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

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

Name of Company: _____________________________ Date: _________________________

Authorized Signature: _____________________________ Telephone: ___________________

Printed Name:  _____________________________ Title: _______________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Information required for ALL bids or proposals that could exceed $100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.

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

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

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

☐ Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of $100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

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

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

Name of Company
Authorized Signature

Date
Printed Name

Phone Number
Title

For assistance with this form, contact:
Minnesota Department of Human Rights

Web:  http://mn.gov/mdhr/  Toll Free: 1-800-657-3704

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

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

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

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

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

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

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

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<th>Authorized Signature</th>
<th>Printed Name</th>
<th>Title</th>
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<tr>
<th>Issuing Entity</th>
<th>Project # or Lease Address</th>
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ATTACHMENT E: REFERENCE FORM

Responder/Company Name:
Contact Name:
Address:
Email:
Phone Number:

1. Description of project(s):

2. Dates of Engagement:

3. Were the project(s) completed on budget? If not, please explain.

4. Were the project(s) complete on time? If not, please explain.

5. What went well with the project(s)?

6. What could have gone better with the project(s)?
ATTACHMENT F: TRA Data Security and Confidentiality Agreement

- Signed copy not needed for submission of RFP selected vendor will have to sign before contract is awarded

Secure Protection and Handling of Data Network Security. To the extent applicable to Vendor’s performance under the Agreement to perform services, Vendor agrees at all times to maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Vendor further agrees to:

a. **Data Security**: Vendor agrees to protect and maintain the security of any Minnesota Teachers Retirement Association data in accordance with industry standards and with protection that is at least as good as or better than that maintained by Minnesota Teachers Retirement Association. These security measures include maintaining secure environments that are patched and up-to-date with all appropriate security updates no less than the standards set forth in NIST Cybersecurity Framework and NIST SP800 series publications (see https://www.nist.gov/cyberframework/framework and https://csrc.nist.gov/publications/sp800);

b. **Data Transmission**: Vendor agrees that any and all transmission or exchange of system application data with Minnesota Teachers Retirement Association and/or any other parties expressly designated by Minnesota Teachers Retirement Association, shall take place via secure means, e.g., HTTPS or SFTP;

c. **Data Storage**: Vendor agrees that any and all Minnesota Teachers Retirement Association data will be stored, processed, and maintained solely on designated target servers and that no Minnesota Teachers Retirement Association data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is in part of the Vendor’s designated backup and recovery process;

d. **Domain Encryption**: Vendor agrees that any websites hosted by Vendor on behalf of Minnesota Teachers Retirement Association shall be on an encrypted domain using HTTPS;

e. **Data Encryption**: Vendor agrees to store any Minnesota Teachers Retirement Association backup data as part of its designated backup and recovery process in encrypted form, using no less than the standards set forth in NIST 800 and Federal Information Processing Standards (FIPS).

f. **Password Protection**: Vendor agrees that any portable or laptop computer that resides at any Minnesota Teachers Retirement Association facility, has access to a Minnesota Teachers Retirement Association network, or stores any non-public Minnesota Teachers Retirement Association data is equipped with strong and secure password protection in compliance with NIST SP 800-63.

g. **Data Re-Use**: Vendor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor. Vendor further agrees that no Minnesota Teachers Retirement Association data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by Minnesota Teachers Retirement Association;

h. **Data Return or Destruction**: Vendor agrees that, upon completion, termination, or cancellation of the Agreement, all Minnesota Teachers Retirement Association data shall be remitted, in a mutually agreeable format and media, to Minnesota Teachers Retirement Association. The foregoing sentence does not apply if Minnesota Teachers Retirement Association’s Chief Information Security Officer or delegate authorizes in writing Vendor to erase, destroy, and render unreadable the data in a manner consistent with NIST
standards found in NIST SP 800-88 and Vendor certifies in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of Minnesota Teachers Retirement Association, whichever shall come first.

Vendor further agrees, in the case of one time use of digital data, to erase, destroy, and render unreadable the data in a manner consistent with NIST standards found in NIST SP 800-88 and Vendor certifies in writing that these actions have been completed within thirty (30) days of the termination of the Agreement or within seven (7) days of the request of an agent of Minnesota Teachers Retirement Association, whichever shall come first.

i. **Notification and Data Breaches.** Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance with applicable law (a “Notification Event”), Vendor agrees to assume responsibility for informing all such individual in accordance with applicable laws and to indemnify, hold harmless, and defend Minnesota Teachers Retirement Association against any claims, damages, or other harm related to such Notification Event.

j. **Requirement to comply and clarify.** Vendor agrees to resolve any questions about compliance with the above listed requirements with the Minnesota Teachers Retirement Association Chief Information Security Officer prior to signing the TRA Data Security and Confidentiality Agreement and prior to receiving or sending any data.

The protective requirements contained in this document are to survive the termination of the Agreement or any other agreement with the vendor. Non-compliance with the TRA Data Security and Confidentiality Agreement may result in suspension of services, termination, termination of contracts, civil and/or criminal prosecution.

**By signing the TRA Data Security and Confidentiality Agreement you agree to the following:**

I have read the TRA Data and Security Confidentiality Agreement. I fully understand the terms of this agreement and have authority to sign on behalf of my organization. Both I and my respective organization understand the importance of maintaining the confidentiality of TRA non-public data and agree to abide by this agreement as well as the TRA Data Privacy Policy, MN Chapter 13 Data Privacy Laws, and all other applicable Federal and State laws. My failure to adhere to this agreement, follow TRA’s Data Privacy policy, and/or follow Minnesota State Statutes Chapter 13 may result in monetary fines up to and exceeding $10,000 per record.

Company: ________________________________________________________________

Signature: ________________________________________________________________

Print name: ______________________________________________________________

Date: ____________________________________________________________________

Contract or project name: __________________________________________________

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