



MINNESOTA STATE RETIREMENT SYSTEM (MSRS)



REQUEST FOR PROPOSAL

Recordkeeping Services RFP 76

Date Posted: January 22, 2024

- Responses must be received not later than 4:00 p.m., Central Standard Time (CST), February 21, 2024
- 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 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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Minnesota State Retirement System

Introduction

The Minnesota State Retirement System (“MSRS,” “State,” or “Plan Sponsor”) requests proposals from qualified firms interested in serving as the Recordkeeper for its four defined-contribution plans, which have net assets exceeding \$11.5 billion, as of June 30, 2023:

- Minnesota Deferred Compensation Plan (MNDCP) [a multi-employer IRC 457(b) plan]
- Unclassified Employees Retirement Plan (UNCL)
- Hennepin County 1% Supplemental Retirement Plan (SRHC)
- Health Care Savings Plan (HCSP).

Plan statistics are illustrated in Tables 1 and 2:

Table 1. Plan statistics as of June 30, 2023

Plan	Employers	Participants
Minnesota Deferred Compensation Plan (MNDCP)	815	100,137
Unclassified Employees Retirement Plan (UNCL)	10	3,521
Hennepin County 1% Supplemental Retirement Plan (SRHC)	2	894
Health Care Savings Plan (HCSP)	106	160,551

Table 2. Unique SSN by plan as of June 30, 2023

Plans	Unique SSNs
UNCL	1,068
DCP	47,640
HCSP	108,909
SRHC	559
UNCL, DCP	1,014
UNCL, HCSP	4292
UNCL, SRHC	0
DCP, HCSP	49,921
DCP, SRHC	159
HCSP, SRHC	1144
UNCL, DCP, HCSP	1,009
UNCL, DCP, SRHC	0
UNCL, HCSP, SRHC	0
DCP, HCSP, SRHC	60
UNCL, DCP, HCSP, SRHC	0
Total Unique Members:	210,882

MSRS intends to evaluate and select a recordkeeping firm for a 6-year contract period starting July 1, 2024 and ending June 30, 2030. If MSRS determines there are benefits to the State to extend up to ten years, the resulting contract may be extended to a maximum contract length of ten years, in increments determined by the State.

There is an incumbent Recordkeeper retained by MSRS through June 30, 2025. If MSRS selects a new Recordkeeper as part of the request for proposal (RFP) process, the period from July 1, 2024 to June 30, 2025 will be devoted to transition and data-conversion activities led by the incoming Recordkeeper.

This RFP does not obligate the State to award a contract, and the State reserves the right to cancel this solicitation if it is considered to be in its best interest. The deadline for submitting a proposal under this RFP is February 21, 2024, at 4:00 p.m. CST.

MSRS was established by the Minnesota State Legislature¹ in 1929, and is administered by an Executive Director who is responsible to a policy setting eleven-member Board of Directors.

To process participant inquiries and requests, MSRS employs internal retirement specialists, external retirement specialists and a participant service center. These staff carry State Life & Health insurances licenses, FINRA Series 6 and 63 licenses and those who oversee licensed staff have a Series 26 license. MSRS staff do not provide investment advice.

For reference, MSRS also administers five defined-benefit retirement funds, with net assets of around \$19.5 billion, as of June 30, 2023:

1. State Employees Retirement Fund
2. State Patrol Retirement Fund
3. Correctional Employees Retirement Fund
4. Judges Retirement Fund
5. Legislators Retirement Fund

For additional information about MSRS, and its financing and benefit structures, please visit <https://www.msrs.state.mn.us/annual-reports-fy-2023> for the most current Annual Comprehensive Financial Report (ACFR).

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.

¹ These plans are established and administered according to Minnesota Statutes Chapters 352, 352A, 352B, 352C, 352D, 352F, 356, 356A, 490 and 3A.

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

How to Ask Questions

The contact person for questions is:

Kris Wenner, Contract Manager
Minnesota State Retirement System
kris.wenner@msrs.us

Question and Answer Instructions

Questions should be emailed to the contact by 4:00 p.m. CST February 2, 2024. Other personnel are not authorized to answer questions regarding this solicitation.

MSRS anticipates that the answers to questions will be provided by February 9, 2024 at <https://www.msrs.state.mn.us/vendors> under “Current MSRS Opportunities.” MSRS is not obligated to answer questions submitted after the question due date and time; however; MSRS reserves the right to answer questions received after this date if it will help clarify the RFP.

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 kris.wenner@msrs.us in writing of such error and request modification or clarification of the document.

The State and MSRS desire open and fair competition. Questions from Responders regarding any of the requirements of the Solicitation must be submitted in writing to kris.wenner@msrs.us before the due date and time.

STEP 2 – WRITE YOUR RESPONSE

The Proposal 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

Response instructions

Proposals must be received not later than **4:00 p.m. CDT February 21, 2024**. **Late responses will not be considered**, even if errors or delays were caused by issues outside of Responders' control.

Responses must be submitted in **both** electronic and paper format.

- Eight (8) paper copies of Proposal must be delivered to MSRS, Kris Wenner at 60 Empire Drive, 3rd floor, Saint Paul, Minnesota 55103 by the specified due date and time.
- One (1) electronic copy of Proposal and Cost Detail as two separate attached documents to one email submission: kris.wenner@msrs.us
 - Subject Line of Email to read “RFP 76; *Responder’s Company name*”
 - The two separate attached documents to the email should be named as follows:
 - RFP 76 Proposal; *Responder’s Company name*
 - RFP 76 Cost; *Responder’s Company name*

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

Note: Custodial services are specifically out-of-scope for this RFP.

The Recordkeeper shall provide services and deliverables that include, but not be limited to, those listed in *Attachment D* and *Sample Contract, Exhibit C*, including:

- Incoming & outgoing transition and data conversion
- Set up and maintenance of accounts and plans
- Investment management
- Transaction administration
- Regulatory compliance maintenance
- Participant website and communications
- Service review and reporting
- Financial reporting
- Data, technology, and security

The Plan Sponsor’s responsibilities, which are also listed in *Sample Contract, Exhibit C*, include:

- Primary customer service to its participants
- Receiving all participant calls, including initial requests for investment information
- Mailing informational materials and forms to participants, as necessary
- Authorizing all plan and participant decisions, including new enrollments, beneficiary additions and updates, investment-option changes, unforeseeable-emergency withdrawals, domestic relations orders, and distributions
- Facilitating efforts to have employers remit payroll amounts and allocation instructions electronically via a

direct on-line access to Recordkeeper's system and transmit funds via Automated Clearing House (ACH) or other electronic means.

- Execution of distribution requests including periodic payments, rollovers, service credit purchases, and emergency withdrawals.

Data, technology, and security responsibilities are listed in Attachment D.

SECTION 3 –ADDITIONAL INFORMATION

Anticipated Contract Term

The term of this contract is anticipated to be from July 1, 2024 to June 30, 2030, with the option to extend up to an additional four years in increments determined by the State.

RFP Schedule

Event	Deadline
RFP published	January 22, 2024
Responder Questions Due by 4:00 pm CST	February 2, 2024
MSRS Publishes Answers to Questions	On or around February 9, 2024
Proposal Submittals Due	February 21, 2024, at 4:00 p.m. CST
Evaluation Complete	On or around May 16, 2024

SECTION 4 – PROPOSAL CONTENT

Proposals submitted in response to this RFP should contain information essential to MSRS understanding and evaluating the proposals, but the intent is not to limit the content of the proposals. Unnecessarily lengthy proposals will not enhance the evaluations to be conducted by MSRS. The emphasis of the proposal should be on the firm’s ability to satisfy the requirements of this RFP.

Information submitted in the proposal should be current, complete, and accurate. Misrepresentations of proposal data will be grounds for rejection of the proposal or cancellation of the contract (if one has been awarded), and legal remedies may be sought.

MSRS assumes no liability for payment of expenses incurred in preparing and submitting proposals, or any travel-related expenses incurred in possible interviews of finalists prior to the contract award.

All materials submitted in response to this RFP will become property of MSRS. Materials received will be classified pursuant to the Minnesota Government Data Practices Act. All public data will be made available for public inspection after the negotiation process is complete. Price will be a significant factor in the evaluation of proposals.

Responders must submit the following information:

1. Cover Letter

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. Responder should provide a description of the deliverables to be provided by the Responder.

2. Qualifications/Experience of Firm and Assigned Team

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. Provide resumes of the key staff who will be assigned the work under this contract. Post contract award, there may be adjustments made to the key staff from the Response proposal; however, these adjustments shall be considered only upon written request to MSRS and shall be at the sole discretion of the State. 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.

3. Workplan

Describe how your firm will address the *Scope of Work, Sample Contract, Exhibits C and Attachment D*, including:

- a) Incoming & outgoing transition and data conversion
- b) Set up and maintenance of accounts and plans
- c) Investment management
- d) Transaction administration
- e) Regulatory compliance maintenance
 - f) Participant website and communications
- g) Service review and reporting
- h) Financial reporting
 - i) Data, technology, and security
 - j) Meet plan-specific requirements for MNDP, HCSP, UNCL, and SRHC

Also, please answer the following questions:

1. Do you provide an annual compensation disclosure report? If so, what level of detail is provided in that report?
2. Do you have a policy to reimburse the Plan Sponsor account for any losses incurred by MSRS that result from an administrative or pricing error caused by the responder?

4. Technology Checklist (see *Attachment E*)

Complete the “yes/no” checklist and add information in the “Describe” column to demonstrate your firm’s commitment to the securing private data, technology, and security responsibilities expressed in *Attachment D*.

5. Performance Standards Guarantees (see *Attachment F*)

6. Cost Proposal (see *Attachment G*) and (See instructions below for submission of pricing information.) Submit a *Cost Proposal* in the format provided in *Attachment G*. Identify the level of the Plan Sponsor's participation, and details of cost allowances for this participation in the contract, as well as any other services to be provided by MSRS.

For purposes of completing the *Cost Proposal*, the State does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished. MSRS will process payment within 30 days of receipt of an invoice, or receipt of services performed, whichever is later.

The *Cost Proposal* will not be opened by the MSRS selection committee until after the technical qualifications points are awarded.

7. Forms

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: Responder Forms
 - a. Veterans Preference Form (If Applicable)
 - b. Workforce Certification
 - c. Equal Pay Certificate Form

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated on “best value” as specified in this RFP. MSRS will conduct an evaluation of responses to this solicitation. Evaluations will be conducted in three phases using the scoring methodology described below.

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

Phase 1 - Mandatory Requirements (Scored as Pass/Fail)

Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements will not advance to the next phase of the evaluation.

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

- Proposals must be received on or before the due date and time specified in this solicitation.
- Responder is not currently debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions.
- Proposal contains the IT Security-Attachment E - Vendor Technical and Security Questionnaire.

Phase 2 – Evaluate Responses

A 1000-point scale will be used to score the proposals and determine the final selected Contractor recommendation. The technical component is 70% of total points and the cost component is 30% of total score. Responses will be rated as follows:

Criteria	Points
1. Cover Letter - Expressed understanding of project objectives	75
3. Qualifications/experience of firm and assigned team	125
4. Workplan, Technology Checklist, and Performance Standards Guarantees	500
5. Cost Proposal - Attachment G	300
6. Preference Points (if applicable) – 120 points in addition to 1000 points available	120

The Cost Proposal with the lowest cost receives 300 points. Other Cost Proposals are evaluated according to this formula:

$$\text{Cost calculation formula is: } \frac{\text{Low Price}}{\text{Price Being Evaluated}} \times \text{Maximum Cost Points} = \text{Cost Score}$$

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

Phase 3 – Select Finalist(s)

A team of MSRS staff and MSRS Board members will jointly conduct interviews, observe demonstrations or presentations, or participate in site visits with the Responders that have been short listed. MSRS reserves the right to adjust technical scores based on interviews, demonstrations or presentations, or site visits.

MSRS will make its selection based on best value, as determined by this evaluation process.

A 1000-point scale will be used to create the final evaluation recommendation.

MSRS 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, MSRS reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as MSRS deems appropriate.

Cost Detail

This RFP is for a 6-year contract. For the purposes of cost scoring, MSRS will use the Total Cost Proposed for Year 1, Year 2 and Years 3-6, *Attachment G, Cost Detail*;

All grey shaded boxes must have a price. If no cost, insert Zero \$0 into the corresponding box. Prices listed by the Responder on the Cost Detail shall include all costs including, but not limited to, fees, insurance costs, overhead, profit and direct costs.

Complete the section labeled Performance Guarantees/Fees. The performance standards and guarantees should match those on *Attachment F, Performance Standards Guarantees*.

Preference Points (if applicable) 120 points (in addition to 1,000 available) are described in Section 6 under Solicitation Terms, for Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference will be applied to the total score after points have been awarded.

It is anticipated that the evaluation and selection will be completed by the end of May, 2024. However, results will not be available until the Contract is in place. All Responders will receive a letter with the results of the RFP after the contract is in place. Anyone may obtain the results by submitting a Public Data Request in writing.

Written requests can be mailed, hand-delivered, or e-mailed to the MSRS office:

Minnesota State Retirement System
Attn: Legislative Liaison
60 Empire Drive Suite 300
St Paul, Minnesota 55101-855
info@msrs.us

Requesting parties should indicate in their request:

- a. That they are requesting Public Data under the “Government Data Practices Act” or “Minnesota Statutes, Chapter 13.
- b. Whether they would like to inspect the data, have copies made of the data, or both.
- c. A clear description of the data they would like to inspect or have copied.

SECTION 6 – SOLICITATION TERMS

1. Competition in Responding

The State and MSRS 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.

2. 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. If changes are made, the State will issue an addendum and it would be posted at <https://www.msrs.state.mn.us/vendors>

3. 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.

4. 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).

5. Withdrawing Response

A Responder may withdraw its response prior to the due date and time of the solicitation. Responder may withdraw its response by notifying kris.wenner@msrs.us 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.

6. 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.

7. 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.

8. 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. MSRS will notify all Responders in writing of the evaluation results.

9. Trade Secret Information

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

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.

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

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

10. 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.

11. 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.

12. 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.

13. 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 12% 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/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651.296.2600.

14. 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.

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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.**
 - 1. 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
 - 2. 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.)*

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

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: RESPONDER FORMS

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

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

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

- 1) The business has been certified by the 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

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

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

**STATE OF MINNESOTA
EQUAL PAY CERTIFICATE**

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.

Authorized Signature	Printed Name	Title
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Organization	MN/FED Tax ID#	Date
--------------	----------------	------

Issuing Entity	Project # or Lease Address
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Attachment D - Data, Technology, and Security Responsibilities

NOTE: Submit answers to technology related questions in **Attachment E, Vendor Technical and Security Questionnaire**

Technical/Network Support

The Recordkeeper will provide access to MSRS employees to a system to track complaints and progress on problem resolution throughout the process. Changes to workflows and systems will be communicated in a timely fashion with enough notice to allow MSRS to react appropriately. MSRS business personnel are available during non-peak times with advance notice.

Any work requiring downtime of system equipment will not be done during standard business hours of 6:30 a.m. – 5:00 p.m., CST, Monday through Friday. These changes must be communicated to and pre-approved by MSRS staff in accordance with MSRS change-management practices. VPN access is provided to authorized users outside the standard work hours. The work hours may be adjusted at the mutual agreement of the parties.

The Recordkeeper consents to background checks for employees who will have on-site access and will restrict employee access to only persons authorized by MSRS following a successful background check.

If connections are required between MSRS and Recordkeeper systems, vendor will support a site-to-site VPN between systems and will work with MSRS to build test data.

Security Program

The Recordkeeper must make all commercially reasonable efforts to protect and secure the MSRS data related to this Agreement. The Recordkeeper will establish and maintain an information security program. The Recordkeeper's program and relevant policies 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"), International Standard for Organization's ISO 27001, or Control Objectives for Information and Related Technology ("COBIT"). The contractor must also maintain a disaster recovery plan.

The Recordkeeper will make non-confidential information regarding its security available to the MSRS on a confidential, need-to-know basis, along with other related non-confidential information reasonably requested by the MSRS regarding Recordkeeper's security practices and policies. Unless inconsistent with applicable laws, the Recordkeeper and MSRS must treat the Recordkeeper's policy and related information on security practices and policies that are specific to MSRS as confidential information and as not public data pursuant to Minnesota Statutes section 13.37.

Data Ownership

MSRS solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all MSRS data. The Recordkeeper has no and acquires no right, title or interest, whether express or implied, in and to MSRS data. For purposes of this section, "data" has the meaning of "government data" in Minnesota Statutes section 13.02, subdivision 7. The term "MSRS confidential data" means all nonpublic information provided by the MSRS in connection with this Agreement, and the term "MSRS PII" means personally identifiable information of participants in MSRS Plans. The Recordkeeper has no and acquires no right, title or interest, whether express or implied, in and to the MSRS data. The Recordkeeper will only use MSRS data for the purposes set forth in the Agreement. The Recordkeeper will only access MSRS data as necessary for performance of this Agreement. The Recordkeeper will not access MSRS user accounts except to respond to service or technical problems or at MSRS specific request.

All MSRS data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to MSRS by the Recordkeeper upon request or upon completion, termination or cancellation of the Agreement. The foregoing sentence does not apply if the MSRS Chief Information Security Officer or designee authorizes in writing the Recordkeeper to sanitize and/or destroy the data and the Recordkeeper certifies in writing the sanitization and/or destruction of the data. Within ninety days following any remittance of MSRS data to MSRS, Recordkeeper shall, unless otherwise instructed by the MSRS 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 Recordkeeper's sole cost and expense.

In the event Recordkeeper receives a request to release any MSRS data, the Recordkeeper must immediately notify the

MSRS Executive Director or designee. MSRS will give Recordkeeper instructions concerning the release of the data to the requesting party before the data is released. The Recordkeeper must comply with the MSRS's instructions. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data by the Recordkeeper.

Data Access

The Recordkeeper must provide all MSRS locations with web-based access to the Recordkeeper including imaged data records. MSRS will require appropriate access for staff to process transactions. Background checks are required for all agents, employees, and subcontractors who will be requiring system access and data at MSRS. Please note that background checks for non-US citizens may take up to six (6) weeks and vendors should plan this into the overall schedule.

Data Management

The Recordkeeper is prohibited from using MSRS data for purposes outside the terms of the Agreement without prior consent. Including but not limited to; testing, development, and use in training generative artificial intelligence. The Recordkeeper must maintain procedures to logically segregate MSRS data. Prior consent requires authorization in writing by the MSRS Chief Information Security Officer or designee. The Recordkeeper must maintain and report as requested an audit trail of all system and transactional changes.

Data Encryption

The Recordkeeper must encrypt all MSRS data at rest and in transit, in compliance with FIPS Publication 140-2 or applicable law, regulation or rule, whichever is a higher standard. All encryption keys must be unique to MSRS data. The Recordkeeper will secure and protect all encryption keys to MSRS data. Encryption keys to MSRS data will only be accessed by the Recordkeeper as necessary for performance of this Agreement.

Data Storage

The Recordkeeper agrees that any and all MSRS data will be stored, processed, and maintained solely on designated servers and that no such data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is encrypted and used as part of the Recordkeeper's designated backup and recovery processes.

Data Center and Monitoring/Support Locations

During the term of the Contract, the Recordkeeper agrees to: (1) locate all production and disaster recovery data centers that store, process or transmit MSRS data only in the continental United States, (2) store, process and transmit MSRS data only in the continental United States, and (3) locate all monitoring and support of all the services only in the continental United States. In order to perform due diligence, MSRS has the right to on-site visits and reasonable inspection of the data centers and computing environments with reasonable notice.

Security Audits & Remediation

The Recordkeeper will audit the security of the systems and processes used to provide any and all services that support this Agreement, including those of the data centers used by Recordkeeper to provide any and all services to the MSRS. This security audit: (1) will be performed at least once every calendar year; (2) will be performed according Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRAMP; (3) will be performed by third party security professionals at Recordkeeper's election and expense; (4) will result in the generation of an audit report ("Recordkeeper Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13); and (5) may be performed for other purposes in addition to satisfying this section.

Upon the MSRS's reasonable, advance written request, the Recordkeeper will provide to MSRS a copy of the Recordkeeper Audit Report.

The Recordkeeper will make best efforts to remediate any control deficiencies identified in the Recordkeeper Audit Report in a mutually agreed upon timeframe.

If MSRS becomes aware of any other Recordkeeper controls that do not substantially meet the MSRS requirements, MSRS may request remediation from Recordkeeper. The Recordkeeper will make best efforts to remediate any control deficiencies identified by the MSRS or known by the Recordkeeper, in a mutually agreed upon timeframe.

Security Incidents

If Recordkeeper becomes aware of or has reasonable suspicion of a privacy incident or security incident regarding any MSRS data, the Recordkeeper must report such incident to the MSRS and the MSRS Chief Information Security Officer as soon as possible, but no later than twenty-four (24) hours after such incident. The decision to notify the affected data subjects and the form of such notice following report of a privacy incident or security incident will be in collaboration with MSRS. Notwithstanding anything to the contrary in this Agreement, Recordkeeper will indemnify, hold harmless and defend MSRS and its officers, and employees for and against any claims, damages, costs and expenses related to any privacy incident or security incident involving any MSRS data. For purposes of clarification, the foregoing sentence shall in no way limit or diminish Recordkeeper's obligation(s) to indemnify, save, hold harmless, or defend the MSRS under any other term of this Agreement. The Recordkeeper will reasonably mitigate any harmful effects resulting from any privacy incident or security incident involving any MSRS data.

For purposes of this sub-section, "Security Incident" means the successful unauthorized access, use, disclosure, modification or destruction (without availability of backup copies) of MSRS Confidential Data or MSRS PII. 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 by the Recordkeeper. To the extent set forth in such Minnesota Government Data Practices Act 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 the Recordkeeper has been breached. For purposes of this section, "not public data" has the meaning in Minnesota Statutes section 13.02, subdivision 8a.

Security Breach

A security breach shall be defined as the unauthorized acquisition or access of computerized data that compromises the security, confidentiality or integrity of MSRS data including MSRS participant data or MSRS PII maintained by MSRS or the Recordkeeper. In the event that a security breach occurs, upon reasonable investigation and confirmation by the Recordkeeper that MSRS data is impacted with respect to such data maintained by the Recordkeeper, Recordkeeper shall notify MSRS as soon as possible, but no later than twenty-four (24) hours after such incident. Upon determination that a breach has likely occurred if confirmation is not possible, the Recordkeeper shall notify MSRS that a breach may have occurred and provide such reasonable information as soon as possible, but no later than twenty-four (24) hours after such incident. In addition, the Recordkeeper shall on an ongoing basis continue to communicate additional information to MSRS regarding such breach as such information becomes available to the Recordkeeper, provided that such information does not put the Recordkeeper at further risk of any compromise to its security. The Recordkeeper agrees to investigate and remediate the breach, and to communicate the results of the remediation to MSRS.

Subcontractors and Third-Parties

The Recordkeeper agrees that no MSRS data shall be transmitted, exchanged or otherwise provided to other parties, except specifically agreed to in writing by the MSRS Authorized Representative. The Recordkeeper must ensure that any contractors, subcontractors, agents and others to whom it provides MSRS data, agree in writing to be bound by the restrictions and conditions reasonably commensurate with the terms of this Agreement that apply to the Recordkeeper and to the extent applicable to the services provided by such third parties with respect to MSRS data. The Recordkeeper acknowledges and agrees that it is responsible for compliance with the terms of this Article by any of Recordkeeper's subcontractors, agents or affiliates to whom it provides MSRS data.

Compliance with Data Privacy and Security Laws and Standards

The Recordkeeper shall comply with all applicable State and federal data privacy and data security laws, rules, and regulations. Service will provide security controls necessary to prevent unauthorized access to or use of the system, data, and images.

The Recordkeeper shall establish appropriate administrative, technical, and physical safeguards designed to protect any

and all MSRS data and to ensure the confidentiality, integrity, and availability of the data. This will include Personally Identifiable Information (PII) of MSRS Participants or other sensitive proprietary data as owned by MSRS. At a minimum, this shall include policies and standards for information ownership, identification and authentication, access control, physical and environmental security, system and application security, incident response, and training and awareness. MSRS may view, but not remove, the current contents of Recordkeeper's security policies and procedures during an annual in-person meeting at Recordkeeper's headquarters or primary office location.

Physical security

The Recordkeeper shall employ reasonable physical security safeguards for systems involved in processing or storage of MSRS Participant Personally Identified Information (PII) to prevent the unauthorized access, disclosure, modification, destruction, use, etc., and to otherwise protect the confidentiality and ensure use conforms to Information Securities Policies and Standards.

System Maintenance & Application Development

Information systems will be configured to industry security best practices, such as Center for Internet Security (CIS), and National Institute of Standards and Technology (NIST). Systems and applications will be patched in a timely manner so critical security and operational patches and fixes are implemented to ensure the confidentiality, integrity and availability of the information system.

The Recordkeeper warrants that all services provided are free from any and all defects in materials, workmanship, and design. The Recordkeeper warrants that all services provided are free from any and all viruses, malware, and other harmful or malicious code. The Recordkeeper must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. The Recordkeeper must follow best practices for application code review and the most current version of the OWASP top 10.

Return of Equipment and Media

If applicable, MSRS-owned equipment and data storage identified as such by MSRS in the possession of the Recordkeeper shall be returned to MSRS within a reasonable period after completion of the contract or project, or at the request of MSRS' Authorized Representative.

Recordkeeper Employees and Agents

The Recordkeeper shall require that its employees and agents who provide services hereunder or who have access to information or data acquired or generated hereunder to comply with Recordkeeper's employee policies and procedures, which include protection of confidential information. The Recordkeeper shall be responsible to cause its employees to comply with the Recordkeeper's obligations to comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as applicable to the Services.

Fraud/Identity Theft

If a Participant's personal information is compromised by any of the following:

- The Recordkeeper
- Third-parties contracted by the Recordkeeper
- Sub-contractors or affiliates of the Recordkeeper

The Recordkeeper agrees to notify MSRS as soon as practicable after the breach is known. This applies to all services under this contract. The Recordkeeper will work with MSRS to resolve the participant-related issues as they pertain to fraud or identity theft, including but not limited to participant notifications and credit monitoring.

Business Continuity Planning

MSRS requires that the Recordkeeper have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that services provided shall be maintained continuously in the event of a disruption to the Recordkeeper operations, regardless of the cause of the disruption. Such plans must, at a minimum,

define the Recordkeeper's actions to address the impacts of the following key areas likely to cause a disruption to the Recordkeeper's operations: loss of key personnel, loss of facility, and loss of information technology. The Recordkeeper must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon MSRS request, the Recordkeeper must also participate, at mutually agreed upon times, in MSRS business continuity and disaster recovery testing, training, and exercise activities. A successful exercise of full call transfer from MSRS to Recordkeeper is to be conducted annually, and duplicate records in connection with the plans are maintained by Recordkeeper off-site to reconstruct necessary data.



Vendor Technical and Security Questionnaire

Version 1.1

Company Information



Name of Company: Click here to enter text.

Company Website: Click here to enter text.

Contact Person Completing the Questionnaire: Click here to enter text.

Email Address: Click here to enter text.

Phone Number: Click here to enter text.

Date of Completed Questionnaire: Click here to enter text.

Questionnaire Completion Instructions

1. Select the appropriate answer in each Response section.
2. Provide additional details in the "Describe" column to support every answer.
3. Include attachments as necessary to support the given information.



Document Request

Question	Document Request	Response	Describe
1.	Please attach a copy of your information security policy	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
2.	Please attach a copy of any information security or privacy certifications (e.g. ISO 27001, PCI DSS, GDPR)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Please attach a copy of any relevant audit reports that cover information security controls (e.g. SOC 2)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	Please attach a copy of your latest penetration test and/or vulnerability assessment report	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Technical Questions

Question	Inquiry	Response	Describe
2.	Does system/solution/service have capability to integrate with the MSRS Identity and Access Management (IAM) system? (SAML2 SSO - Preferred)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
2.	The system/solution/service has capability to transmit or poll for security and event logs. (Logstash or SysLog)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Is MSRS data ever stored, processed or transmitted outside the continental United States? (Production, Disaster Recovery)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	Is any monitoring and/or support of system/solution/service performed outside continental U.S?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Does system/solution/service have API's for MSRS uses/automation?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	Do you have business continuity and disaster recovery processes or plans with defined RTO/RPO?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	Do you have defined ramifications if RTO/RPO are not met?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	Can system/solution/service be provisioned on a private Virtual Machine? (Non-SaaS)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
9.	Have you had any outages in the last 24 months? If you have a (public) service status page please provide.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Security Questions:

Question	Inquiry	Response	Describe
1.	Is system/solution/service FedRAMP compliant? (FedRAMP Preferred)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
2.	If no to SQ 1, does system/solution/service conform to an industry compliance standard (HIPAA, FERPA, IRS Publication 1075, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
3.	Does security program align to industry security best practices? (e.g., CIS, NIST, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
4.	Independent Security audits of the system/solution/service, processes and data centers used to provide the services/solution are conducted at least annually?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
5.	Audit results available for client review? (e.g.,SSAE16 SOC 2 or FedRamp Certification, Verizon CyberTrust, HiTrust, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
6.	Vulnerability scans, static/dynamic and penetrations tests are performed on all applications and platforms.	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
7.	Systems and applications are patched in a timely manner to ensure critical security and operational patches and fixes are in place	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
8.	Does system/solution/service encrypt sensitive data in transit and at rest using industry standard encryption protocols? How are keys managed?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
9.	Does system/solution/service rely on any third-party vendors? Would they have access to MSRS data?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Question	Inquiry	Response	Describe
10.	Do you perform security assessments on potential suppliers prior to entering into agreements with them?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
11.	Do you regularly evaluate suppliers to ensure that they are meeting their security obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
12.	Is there a formalized background screenings of employees, contractors and individuals working on behalf of the organization?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
13.	All systems are protected from external threats. (e.g., malware, viruses, DoS attacks, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
14.	Is there monitoring of system/solution/service for suspicious, anomaly and/or unauthorized access?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
15.	Is there an Incident Response Plan? How often are tabletop exercised conducted? How and when are clients informed of a potential or identified incident or breaches?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
16.	Is the system/solution/service developed according to secure software development best practices (e.g., OWASP, etc.)? Which ones?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
17.	Is access to MSRS data restricted to only that which is required to perform the organization's duties?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
18.	In the event of termination of the service, does the organization have an orderly process to return MSRS data and the subsequent secure disposal of MSRS data? (e.g., D.O.D. 5015.2)	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.
19.	Have there been any breaches in the last 24 months?	Yes <input type="checkbox"/> No <input type="checkbox"/> n/a <input type="checkbox"/>	Click here to enter text.

Attachment F - Performance Guarantees

Instructions: Please enter your firm's information in the third column. Where there is an "X" in the second column, please provide your proposed standard.

Report Distribution	Timing Standards	Guarantee
Conversion timeliness	Plan conversions are completed within set number of business days following receipt of complete records from the prior Recordkeeper.	
Confirmations mailed	All electronic or paper transactions are confirmed to participants within X business days of request.	
Participant quarterly statements – Mailed	Participant statements are mailed within X business days upon receipt of investment information following the end of the quarter.	
Participant Quarterly Statements – Electronic	Participant statements are available electronically within X business days upon receipt of investment information following the end of the quarter.	
Ad hoc reports produced	Within minutes or a few hours (depending on the size and complexity) of the request. Other customized reports are usually delivered within X business days (depending on complexity and volume of requests).	
Confirmations to employers	Participant deferrals confirmation is sent to employers within X days after processing is completed.	
Monthly financial reports (i.e. Employer Plan Summary Report)	Monthly financial reports must be provided to the state within X days following month-end.	
Annual financial reports (i.e. Employer Plan Summary Report)	Annual financial reports must be provided to the state within 45 days following the state's fiscal-year-end.	

Timing of distribution proceeds – Check	Check distributions occur within X business days.	
Timing of distribution proceeds –ACH	ACH distributions occur within X business days.	
Timeliness of investing participant contributions received from the State and/or participating employer units	Recordkeeper is mandated by the SEC to invest all contributions received in good order effective that day, assuming receipt is prior to market close (NYSE close at 3:59:59 p.m. ET).	
Timeliness of Domestic Relations Orders (DRO) administration	Assuming Recordkeeper has everything necessary to process the DRO and there is not an issue with valuing the alternate payee's share, then the processing time is X business days.	
Timing of investment transactions	MSRS is mandated to process all investment transactions received in good order effective that business day, assuming receipt is prior to market close and meets the "same -day" trading requirements. Investment transactions received by Recordkeeper after market close on a business day are effective on the next business day after receipt of the request.	
Timing of production, mailing, and reporting of 1099-R and 1099-MISC	Form 1099 is prepared for each applicable distribution. The 1099 tax report, which states the actual withdrawal amount, is mailed to the Participant within 1 month of calendar-year end. All 1099 forms will be submitted to the IRS and the various state tax jurisdictions annually on or before the applicable deadline established by the IRS, the various state tax jurisdictions, or other pertinent entity.	
Responsiveness to MSRS inquiries	All plan inquiries to the Relationship Manager, Account Manager, and/or backup designee are typically handled at the point of the call. Messages	

	or emails are typically responded to within 2-3 hours, but no more than 24 hours.									
System availability	<p>All administrative systems (such as web, IVR, recordkeeping systems) shall be available 24 hours per day, 7 days per week.</p> <p>If monthly uptime is less than the percentages below, Recordkeeper will provide a credit in the amount of the monthly fee paid for such month multiplied by the corresponding discount percent.¹</p> <table> <thead> <tr> <th>Monthly Uptime Percentage</th> <th>Discount Percent</th> </tr> </thead> <tbody> <tr> <td>< 99.9%</td> <td>X%</td> </tr> <tr> <td>< 99%</td> <td>X%</td> </tr> <tr> <td>< 95%</td> <td>X%</td> </tr> </tbody> </table>	Monthly Uptime Percentage	Discount Percent	< 99.9%	X%	< 99%	X%	< 95%	X%	
Monthly Uptime Percentage	Discount Percent									
< 99.9%	X%									
< 99%	X%									
< 95%	X%									
System access requests	Requests for systems access will completed within X business days of request.									
Participant statement accuracy	Account balances and transaction activity reported on participant statements will be 100% accurate.									
Tax withholding and reporting accuracy.	Participant tax withholding and reporting will be complete and accurate.									
Accuracy of ad hoc report data	Content must be accurate and complete prior to delivery to MSRS.									
Accuracy of monthly financial reports	Content must be accurate and complete prior to delivery to MSRS.									
Accuracy of annual financial reports	Content must be accurate and complete prior to delivery to MSRS.									
Rollover contributions	MSRS will process incoming rollover forms in the recordkeeping system. Rollover proceeds will be									

¹ The Monthly Uptime Percentage will be calculated as follows:

$$\left[\frac{\text{Total number of minutes in the month} - \text{planned downtime (which shall not exceed 480 minutes)} - \text{Unplanned Downtime}}{\text{Total number of minutes in the month} - \text{planned downtime (which shall not exceed 480 minutes)}} \right] \times 100 = \text{Monthly Uptime Percentage}$$

	delivered directly to the Recordkeeper. Recordkeeper will deposit rollover proceeds the day of receipt or as soon as determined to be in good order.	
Timing of daily files from Recordkeeper to Plan Sponsor	Daily demographic file is received by 5:00 am CST.	
Timing of HCSP transaction files	Recordkeeper will process HCSP distribution transactions within 1 day of receiving the file.	
Recordkeeper systems updates	If Recordkeeper performs updates to their internal systems, Recordkeeper will have a documented testing approach to ensure updates will not adversely impact MSRS business operations. Recordkeeper will provide information regarding system updates and their impacts X business days prior to the update release.	
Recordkeeper systems access	Recordkeeper will have controls in place to assure that system users have authorized and appropriate access.	
Recordkeeper system breach or unauthorized release of participant data	Recordkeeper will have preventative and detective controls in place to ensure that all MSRS data is protected. Recordkeeper must notify MSRS no later than 24 hours after suspicion of a breach or unauthorized access.	

Attachment G – Cost Detail Template

The first part correlates with the Sample Contract, and Exhibits C and D. Submit only one Cost Detail. If no cost, insert Zero \$0 into the corresponding box. Each year(s) Cost should be a lump sum.

Please complete both the Cost Detail Template and the Performance Guarantees/Fees worksheet. Do not include any Performance Guarantee Fees in your TOTAL Cost. Performance Guarantees are requested for negotiation purposes.

NOTE: There is an incumbent Recordkeeper retained by MSRS through June 30, 2025. If MSRS selects a new Recordkeeper as part of the request for proposal (RFP) process, the period from July 1, 2024 to June 30, 2025 will be devoted to transition and data-conversion activities led by the incoming Recordkeeper. These costs should be incorporated into your response.

Service Description Summary	Year 1 Cost	Year 2 Cost	Years 3-6 Cost
A. Recordkeeping Process			
B. Plan Sponsor (MSRS) Duties			
<ul style="list-style-type: none"> 1. Provide instructions 2. Customer service 3. Process distributions 4. Employer payroll 5. Custodian-related activities 6. Transition and data conversion 7. Communications 			
C. Recordkeeper Duties			
<ul style="list-style-type: none"> 1. Incoming & Outgoing Transition and Data Conversion 2. Set Up and Maintenance of Accounts and Plans 3. Investments 			

<ul style="list-style-type: none"> 4. Transactions 5. Compliance 6. Participant Website and Communications 7. Service Review & Reporting 8. Financial Reporting 9. Service and Technical Support 10. Data, Technology, and Security 			
D. Plan-specific Recordkeeper Duties			
<ul style="list-style-type: none"> 1. Minnesota Deferred Compensation Plan (MNDCP) 2. Health Care Savings Plan 3. Unclassified Plan 4. Hennepin County 1% Supplemental Retirement Plan (SRHC) 			
Data, Technology & Security Responsibilities			
<ul style="list-style-type: none"> 1. Technical/Network Support 2. Security Program 3. Data Ownership 4. Data Access 5. Data Management 6. Data Encryption 7. Data Storage 8. Data Center and Monitoring/Support Locations 9. Security Audits & Remediation 10. Security Incidents 11. Security Breach 12. Subcontractors and Third-Parties 13. Compliance with Data Privacy & Security Laws and Standards 14. Physical security 15. System Maintenance & Application Development 			

16. Return of Equipment and Media				
17. Recordkeeper Employees and Agents				
18. Fraud/Identity Theft				
19. Business Continuity Planning				
				TOTAL all 6 years

Performance Guarantees/Fees

Instructions: Please enter your firm's information in the third column. Where there is an "X" in the second column, please provide your proposed standard. The Guarantee should be the same as in the technical proposal.

Report Distribution	Timing Standards	Guarantee	Fee
Conversion timeliness	Plan conversions are completed within set number of business days following receipt of complete records from the prior Recordkeeper.		
Confirmations mailed	All electronic or paper transactions are confirmed to participants within X business days of request.		

Participant quarterly statements – Mailed	Participant statements are mailed within X business days upon receipt of investment information following the end of the quarter.		
Participant Quarterly Statements – Electronic	Participant statements are available electronically within X business days upon receipt of investment information following the end of the quarter.		
Ad hoc reports produced	Within minutes or a few hours (depending on the size and complexity) of the request. Other customized reports are usually delivered within X business days (depending on complexity and volume of requests).		
Confirmations to employers	Participant deferrals confirmation is sent to employers within X days after processing is completed.		
Monthly financial reports (i.e. Employer Plan Summary Report)	Monthly financial reports must be provided to the state within X days following month-end.		
Annual financial reports (i.e. Employer Plan Summary Report)	Annual financial reports must be provided to the state within 45 days following the state's fiscal-year-end.		
Timing of distribution proceeds – Check	Check distributions occur within X business days.		
Timing of distribution proceeds –ACH	ACH distributions occur within X business days.		
Timeliness of investing	Recordkeeper is mandated by the SEC to invest all contributions received in good order effective that day,		

participant contributions received from the State and/or participating employer units	assuming receipt is prior to market close (NYSE close at 3:59:59 p.m. ET).		
Timeliness of Domestic Relations Orders (DRO) administration	Assuming Recordkeeper has everything necessary to process the DRO and there is not an issue with valuing the alternate payee's share, then the processing time is X business days.		
Timing of investment transactions	MSRS is mandated to process all investment transactions received in good order effective that business day, assuming receipt is prior to market close and meets the "same -day" trading requirements. Investment transactions received by Recordkeeper after market close on a business day are effective on the next business day after receipt of the request.		
Timing of production, mailing, and reporting of 1099-R and 1099-MISC	Form 1099 is prepared for each applicable distribution. The 1099 tax report, which states the actual withdrawal amount, is mailed to the Participant within 1 month of calendar-year end. All 1099 forms will be submitted to the IRS and the various state tax jurisdictions annually on or before the applicable deadline established by the IRS, the various state tax jurisdictions, or other pertinent entity.		
Responsiveness to MSRS inquiries	All plan inquiries to the Relationship Manager, Account Manager, and/or backup designee are typically handled at the point of the call. Messages or emails are typically responded to within 2-3 hours, but no more than 24 hours.		
System availability	All administrative systems (such as web, IVR, recordkeeping systems) shall be available 24 hours per day, 7 days per week.		

	<p>If monthly uptime is less than the percentages below, Recordkeeper will provide a credit in the amount of the monthly fee paid for such month multiplied by the corresponding discount percent.¹</p> <table> <thead> <tr> <th>Monthly Uptime Percentage</th> <th>Discount Percent</th> </tr> </thead> <tbody> <tr> <td>< 99.9%</td> <td>X%</td> </tr> <tr> <td>< 99%</td> <td>X%</td> </tr> <tr> <td>< 95%</td> <td>X%</td> </tr> </tbody> </table>	Monthly Uptime Percentage	Discount Percent	< 99.9%	X%	< 99%	X%	< 95%	X%		
Monthly Uptime Percentage	Discount Percent										
< 99.9%	X%										
< 99%	X%										
< 95%	X%										
System access requests	Requests for systems access will completed within X business days of request.										
Participant statement accuracy	Account balances and transaction activity reported on participant statements will be 100% accurate.										
Tax withholding and reporting accuracy.	Participant tax withholding and reporting will be complete and accurate.										
Accuracy of ad hoc report data	Content must be accurate and complete prior to delivery to MSRS.										
Accuracy of monthly financial reports	Content must be accurate and complete prior to delivery to MSRS.										
Accuracy of annual financial reports	Content must be accurate and complete prior to delivery to MSRS.										
Rollover contributions	MSRS will process incoming rollover forms in the recordkeeping system. Rollover proceeds will be delivered directly to the Recordkeeper. Recordkeeper will deposit										

¹ The Monthly Uptime Percentage will be calculated as follows:

$$\left[\frac{\text{Total number of minutes in the month} - \text{planned downtime (which shall not exceed 480 minutes)} - \text{Unplanned Downtime}}{\text{Total number of minutes in the month} - \text{planned downtime (which shall not exceed 480 minutes)}} \right] \times 100 = \text{Monthly Uptime Percentage}$$

	rollover proceeds the day of receipt or as soon as determined to be in good order.		
Timing of daily files from Recordkeeper to Plan Sponsor	Daily demographic file is received by 5:00 am CST.		
Timing of HCSP transaction files	Recordkeeper will process HCSP distribution transactions within 1 day of receiving the file.		
Recordkeeper systems updates	If Recordkeeper performs updates to their internal systems, Recordkeeper will have a documented testing approach to ensure updates will not adversely impact MSRS business operations. Recordkeeper will provide information regarding system updates and their impacts X business days prior to the update release.		
Recordkeeper systems access	Recordkeeper will have controls in place to assure that system users have authorized and appropriate access.		
Recordkeeper system breach or unauthorized release of participant data	Recordkeeper will have preventative and detective controls in place to ensure that all MSRS data is protected. Recordkeeper must notify MSRS no later than 24 hours after suspicion of a breach or unauthorized access.		



State of Minnesota Contract

SWIFT Contract No.:

This Contract is between the State of Minnesota, acting through the Executive Director of the Minnesota State Retirement System, 60 Empire Drive, St. Paul, Minnesota, 55103 (“MSRS” or “State”) and _____ whose designated business address is _____ (“Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as Recordkeeper Contract RFP 76 for Recordkeeping Services (“Solicitation”);
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.

1.2 Expiration date. _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional _____, in increments as determined by the State, through a duly executed amendment.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall:

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law, the State is empowered to engage such assistance as deemed necessary.

3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor’s industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

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

5. Consideration and Payment

5.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:

5.1.1 Compensation. The Contractor will be paid _____.

5.1.2 Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$_____.

5.2 Payment.

5.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services.

5.2.2 Contractor will not submit invoices more frequent than on a monthly basis. Summary type invoicing must include these fields:

- Purchase Order Number
- Invoice Number
- MSRS Authorized Representative
- Dates and hours of service
- Description of specific task or deliverable
- Explanation of work performed per charge indicated on the invoice

Send invoices by E-mail to:

msrs_ap@msrs.us (In the subject line include the Contract number and the name of MSRS’ Authorized Representative.)

Or

Minnesota State Retirement System
Accounts Payable
60 Empire Drive, Suite 300
St. Paul, Minnesota 55103-3000

Conditions of payment. All services delivered by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

MSRS's Authorized Representative is _____, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative. The Contractor's Authorized Representative is _____ at the following business address and telephone number: _____, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price

Signatures as required by the State of Minnesota

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

Invoicing. The invoice must be submitted as described in the Contract Consideration and Payment Section 5.2.2. See Section 5.2.2, for minimum invoice requirements.

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination.

3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days’ written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding

source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

7. Foreign Outsourcing of Work Prohibited.

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

8. Subcontracting and Subcontract Payment.

8.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved

subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

8.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

9. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

10. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11. Intellectual Property Rights.

11.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

11.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

11.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

11.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

11.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be

immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

11.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

11.4 Obligations.

11.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

11.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

11.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

13. Contractor’s Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or “click through” agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor’s agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the

State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

14. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

15. Diverse Spend Reporting.

If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

16. Publicity and Endorsement.

16.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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

17. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

18. Federal Funds.

18.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

18.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

19. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

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

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

21. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

22. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

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

23. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

23.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

23.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

23.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

23.3.1 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.

23.3.2 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.

23.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

23.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

23.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

23.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

24. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

25. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

Insurance certificate holder should be addressed as follows:

Minnesota State Retirement System
Attention Kris Wenner, Contract Manager
60 Empire Drive, Suite 300
St. Paul, Minnesota 55103-3000

Or send by email to:
Kris.wenner@msrs.us

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the 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 the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

\$2,000,000 – each occurrence
\$2,000,000 – General Aggregate
\$2,000,000 – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

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

\$ 2,000,000 combined single limit each accident

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

4.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$ 5,000,000 Each Occurrence

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

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

4.5 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

4.6 Cyber Liability. The coverage each incident is as follows:

\$5,000,000 each incident

4.7 Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on the State's documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor's care, custody, and control. Insurance minimum limits are as follows:

\$2,000,000 - Per Occurrence
\$2,000,000 - Annual Aggregate

The following coverage shall be included: State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

4.8 Property of Others Insurance (or equivalent). The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of state-owned property in the Contractor's care, custody, and control at any given point in time.

Exhibit C: Specifications, Duties, and Scope of Work

After the contract has been awarded to the selected contractor, the Specifications, Duties, and Scope of Work will be updated and will become part of the actual, executed contract. This is a sample for the proposal.

Exhibit D: Price

This page is "Intentionally Left Blank" for Contract Sample purposes. After the contract has been awarded to the selected contractor, the Pricing will be on this page as Exhibit D and it will become part of the actual, executed contract.