



Date: April 9, 2026
To: PERA Board of Trustees
From: Doug Anderson, Executive Director
Gladys Rodriguez, Executive Assistant
Subject: Procedures for Conducting PERA Board Elections

Every four years, five members are elected to serve four-year terms on PERA's Board of Trustees. Three of these seats are held by active members of the Association's defined benefit plans. One seat is specifically designated for an active member of the Police and Fire Plan, and the fifth seat is reserved for a former PERA member who is currently receiving either a retirement annuity or a disability benefit. The management and composition of the PERA Board of Trustees are governed by Minnesota Statutes, section 353.03.

All five Trustees are elected at large by eligible voters, including retirees, benefit recipients, and active members of PERA's Coordinated, Correctional, and Police and Fire plans.

Staff Recommendation

Staff requests that the PERA Board of Trustees review and approve the proposed procedures governing the 2027 Board of Trustees election.

Election Procedures

- The PERA administrative budget will include the expected costs to accommodate the process for electing five members to the Board of Trustees.
- Each year preceding an election, typically in April or May depending on the Board's meeting schedule, PERA staff will present the proposed election procedures to the Board of Trustees for approval. As required by law, these procedures will then be submitted to the Office of the Secretary of State for review and comment. The submission will include a draft of the Request for Proposals (RFP).
- PERA staff will issue a Request for Proposals (RFP) through the Statewide Integrated Financial Tools (SWIFT) system to select an external vendor to administer the election. The selected vendor will be responsible for designing, printing, and mailing all voting instructions and materials, as well as the receipt, validating, and tabulating returned ballots. The RFP will also include options for digital candidate applications and petitions, as well as internet voting.
- Upon receiving vendor submissions, staff will evaluate the proposals and present the most qualified candidates to the Board of Trustees, requesting approval to select a vendor to administer the election process.
- Election information and nomination forms will be made available to interested candidates and announced on PERA's website and in its newsletters as early as possible, but no later than August of the year in which candidate nominations for Board seats are accepted.

- Candidate filing is accepted for 7 days beginning October 1. *(Statutory)*
- No candidates may withdraw their name after October 15. *(Statutory)*
- Candidate filings must include a nominating petition signed by at least 25 PERA members. *(Statutory)*
- Candidates may submit statements of up to 300 words to be included with the ballots. *(Statutory)* All statements must be received by October 7. PERA staff will not edit candidate statements for content, grammar, or sentence structure. If a statement exceeds the 300-word limit, the candidate will be given three business days to revise and resubmit the statement to comply with the required word count.
- To the extent possible, candidate names will be equally rotated on the ballot to ensure each candidate for a given position has an equal opportunity to appear at the top of the list.
- The nomination process is clearly stated in statute, so there will be no accommodation for “write in” candidates on the PERA Board election ballots.
- Addresses of eligible voters will be sent to the vendor in early December, with a second file of new members provided in mid-December. This process ensures that ballots are mailed using the most current address information available to PERA, helping to reasonably ensure delivery to all eligible voters. Ballots will be mailed as forwardable. Any mail returned as undeliverable will be remailed using address information provided by the U.S. Postal Service on the returned mail.
- Eligible voters are the membership of the association including recipients of retirement annuities, and disability and survivor benefits. *(Statutory)*
- Adequate testing will be done to ensure that votes will be accurately recorded and counted. Testing will take place after materials are printed but before distribution to members and shall be monitored by PERA staff.
- Voting instructions and materials are to be distributed to members by January 10 of each year in which elections are to be held. In accordance with statute, no special markings may be used to identify incumbents. No voter may vote for more than one candidate for each board position to be filled. A vote for more than one person for any position is void. *(Statutory)*

Because the timing for the distribution of voting material is specifically defined in statute, there will be no accommodation for the distribution of ballots at any time other than that specified in statute.

- Upon request from PERA, the vendor will prepare and mail duplicate materials, which will be marked to ensure that no member can vote more than once.
- Votes cast by using paper ballots must be postmarked by January 31. Votes cast by using electronic means must be entered by the end of the day on January 31. *(Statutory)*
- Votes must be counted in a manner that ensures that each vote is secret, and no member may vote for more than one candidate for each board position to be filled; a vote for more than one person for any position is void. *(Statutory)*

- PERA staff must monitor the voting procedure used by the vendor at various times throughout the counting process.
- The vendor must send election results to PERA staff and to the PERA Board of Trustees no later than the second week in February of the year in which an election is conducted.
- Election results will be certified by the Board of Trustees at the next scheduled Board meeting of the year in which an election is conducted.

2027 Board of Trustees Election Timeline at a Glance

Elected Trustee Positions

(3) General Membership Representative (Bourgeois, Konigsburg, Stanley)

(1) Elected Retiree/Disabilitant Representative (Flaherty)

(1) Police and Fire Representative (Ford)

April 2026

- Election Procedures approved by the Board and Secretary of State

May-August 2026

- Release RFP for solicitation
- Vendor selection and Board approval

August 2026

- Information regarding the election process and candidate filing is posted on the website and social media platforms.

October 2026

- Candidate filing is accepted for 7 days beginning October 1.
- No candidates may withdraw their name after October 15

October-November 2026

- Design election ballots, mailing envelopes, and supporting email communications.

December 2026-January 2027

- Ballots distributed and voting begins
- January 31, 2027- Last day votes will be accepted (postmarked)

February 18, 2027

- Board meeting to certify election results.

353.03 BOARD OF TRUSTEES. Subdivision 1. **Management; composition; election.**

(a) The management of the Public Employees Retirement Association is vested in an 11-member board of trustees consisting of ten members and the state auditor. The state auditor may designate a deputy auditor with expertise in pension matters as the auditor's representative on the board. The governor shall appoint five trustees to four-year terms, one of whom shall be designated to represent school boards, one to represent cities, one to represent counties, one who is a retired annuitant, and one who is a public member knowledgeable in pension matters. The membership of the association, including recipients of retirement annuities and disability and survivor benefits, shall elect five trustees for terms of four years, one of whom must be a member of the police and fire fund and one of whom must be a former member who met the definition of public employee under section 353.01, subdivisions 2 and 2a, for at least five years prior to terminating membership and who is receiving a retirement annuity or a member who receives a disability benefit. Terms expire on January 31 of the fourth year, and positions are vacant until newly elected members are seated. Except as provided in this subdivision, trustees elected by the membership of the association must be public employees and members of the association.

(b) For seven days beginning October 1 of each year preceding a year in which an election is held, the association shall accept filings of candidates for the board of trustees. A candidate shall submit at the time of filing a nominating petition signed by 25 or more members of the association. No name may be withdrawn from nomination by the nominee after October 15. At the request of a candidate for an elected position on the board of trustees, the board shall provide a statement of up to 300 words prepared by the candidate to all persons eligible to vote in the election of the candidate. The board may adopt policies and procedures to govern the form and length of these statements and the timing and deadlines for submitting materials to be distributed to the eligible voters.

(c) By January 10 of each year in which elections are to be held, the board shall distribute to the eligible voters the instructions and materials necessary to vote for the candidates seeking terms on the board of trustees. Eligible voters are the members, retirees, and other benefit recipients. No voter may vote for more than one candidate for each board position to be filled. A vote for more than one person for any position is void. No special marking may be used to indicate incumbents. Votes cast by using paper ballots mailed to the association must be postmarked no later than January 31. Votes cast by using telephone or other electronic means authorized under the board's procedures must be entered by the end of the day on January 31. The design of the voting response media must ensure that each voter's vote is secret.

(d) A candidate who receives contributions, who makes expenditures in excess of \$100, or who has given implicit or explicit consent for any other person to receive contributions or make expenditures in excess of \$100 for the purpose of bringing about the candidate's election shall file a report with the campaign finance and public disclosure board disclosing the source and amount of all contributions to the candidate's campaign. The campaign finance and public disclosure board shall prescribe forms governing these disclosures. Expenditures and contributions have the meaning defined in section 10A.01. These terms do not include any distribution made by the association board on behalf of the candidate. A candidate shall file a report within 30 days from the day that the results of the election are announced. The Campaign Finance and Public Disclosure Board shall maintain these reports and make them available for public inspection in the same manner as the board maintains and makes available other reports filed with it.

(e) The secretary of state shall review and comment on the procedures defined by the board of trustees for conducting the elections specified in this subdivision, including board policies adopted under paragraph (b).

(f) The board of trustees and the executive director shall undertake their activities consistent with chapter 356A.

State of Minnesota

PUBLIC EMPLOYEES RETIREMENT ASSOCIATION



REQUEST FOR PROPOSAL

Administration of 2027 PERA Board of Trustees Election

Date Posted: April 28, 2026

- Responses must be received not later than 3:00 p.m., Central Time, May 28, 2026.
- Late responses will not be considered

Minnesota's Commitment to Diversity and Inclusion

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

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

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Detail
- Attachment D: Responder Forms
 - Veterans Preference Form (If Applicable)
 - Workforce Certification (If Anticipated Contract And All Extensions Exceed \$100,000)
 - Equal Pay Certificate Form (If Anticipated Contract And All Extensions Exceed \$500,000)
- Attachment E: References Form (If Requested)

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing
- Exhibit E: [Optional if needed]

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for
Completing Your
Response

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

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

Incomplete
Submittals

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

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

How to Ask
Questions

The contact person for questions is:

Gladys Rodriguez, Executive Assistant
Minnesota Public Employees Retirement Association
Gladys.rodriguez@mnpera.org

Questions should be emailed to the contact by May 12, 2026.

Other personnel are not authorized to answer questions regarding this Solicitation.

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

Where to Send
Your Response

All proposals must be received no later than **3:00 p.m. (Central Time) on Tuesday, May 28, 2026**. Proposals may be submitted by email to Gladys.Rodriguez@mnpera.org or mailed to:

**Public Employees Retirement Association
Gladys Rodriguez, Executive Assistant
60 Empire Drive, Suite 200
St. Paul, MN 55103**

Proposals received after the deadline will not be considered.

All costs incurred in responding to this RFP will be borne by responder. Fax and e-mail responses will not be considered.

Please submit four copies of the proposal. Each copy must be signed in ink by an authorized official of the respondent entity. Proposals are to be sealed in mailing envelopes or packaged with the respondent's name and address clearly stated on the outside.

Provide one copy of the cost proposal in a separately sealed envelope clearly marked on the outside "Cost Proposal" along with the firm's name. 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.

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

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SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview and Goals.

The Public Employees Retirement Association of the State of Minnesota (PERA) is a multiemployer pension fund serving approximately 325,535 active members and beneficiaries in the State as defined by Minnesota Statutes, Chapter 353. PERA is a state agency and has been operational since 1931. The agency is administered by an Executive Director who is responsible to a policy setting eleven-member Board of Trustees. The agency employs 160 full-time staff and extensively utilizes in-house computer-based information systems to record and maintain membership records and to process monthly annuity and benefit payments. PERA operates and maintains its own Data Processing facility independent of the State's Data Processing operation.

Every four years, an election is conducted to facilitate the election of five board members by the PERA membership as provided under Minnesota Statutes, Chapter 353.03. Three seats are to be filled by active members of the PERA General Employees Retirement Plan who represent the overall membership of the association. The fourth seat is specifically designated to be occupied by an active member of the PERA Police and Fire Fund. The fifth seat is designated to be filled by a former member of PERA who is either receiving a retirement annuity or disability benefit.

The election process will be coordinated through the PERA office. The actual designing, printing, and mailing all voting instructions and materials, as well as the receipt, validating, and tabulating returned ballots will be awarded through this Request for Proposal. The process to verify receipt, open, sort, and count returned votes will be monitored by PERA's election staff. Personnel from the Secretary of State's office will review and comment on all processes.

Goal

The general scope of this project is to out-source the administration of the PERA Board of Trustees election for January 2027. PERA is looking for an independent organization to act as election administrator.

The election administrator will:

- Facilitate digital candidate applications and petition submissions;
- design and print the paper ballots and prepare them for distribution;
- receive and securely store the ballots until the election closes;
- offer secure internet voting options;
- validate the ballot and election process;
- tabulate the results; and
- report the results to the PERA Board of Trustees within the requirements established for conduct of this election.

2. Sample Tasks and Deliverables.

This project will require the independent organization chosen as election administrator to perform the following services:

- a. Facilitate digital candidate application submission, candidate biography collection, and the collection of nomination petition information and electronic signatures.
- b. Assist the PERA election staff in refining the ballot design, resource requirements, systems security and work plan schedule.

- c. Ensure that the initial mailing includes:
 1. Mailing envelope addressed to member.
 2. Instructions for voting (paper ballot and internet).
 3. Candidate biographical sketches (possibly 15 to 25 candidates; exact number will not be known until petitions are filed in October. Candidate statements cannot exceed 300 words.
- d. Ensure that ballots (whether paper or electronic) provide secrecy to the identity of the PERA member voter.
- e. Ensure that ballot presentation of the candidates (whether paper or electronic) rotates the names equally within groups, i.e., within group of police and fire candidates, within group of retiree candidates and within group of three general trustee positions.
- f. Ensure that website access for voting is maintained on a continual basis. The vendor must maintain coverage of their Customer Service Center from 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday throughout the voting period.
- g. Paper ballots must be designed to permit electronic processing. The procedures for processing votes must include a secure method to ensure that only persons eligible to vote have been validated and that only one ballot, or other means of voting, as applicable, is counted for each member voting.
- h. Upon request from PERA or the member, the election administrator will prepare and mail duplicate materials, which will be so marked to ensure that no member can vote more than once. Means must be in place to ensure that no vote has been cast through electronic processes available to eligible voters also.
- i. Election administrator must ensure that the ballot packages will meet all postal requirements as to postal indicia, bar coding and address location on both outgoing and return mail pieces.
- j. Election administrator will propose ballot package design that will facilitate economical postage and handling costs (preferably within one ounce first class postage rates).
- k. Mailing is expected to be printed in two colors that will be designated by PERA staff election team.
- l. All electronic files, file copies, and hard copy output of data will remain the property of PERA and will be kept secure from use in any other manner than the execution of this project.
- m. Adequate testing will be done to assure that votes will be accurately recorded and counted. Testing will take place after materials are printed, but before distribution to members.
- n. Election administrator will guarantee total confidentiality of the ballot results and will report the results only to the PERA Board of Trustees.
- o. Election certification should show vote totals by candidate and designating the winner(s) should be documented on responder letterhead, signed by an authorized official for verification and certification by the PERA Board of Trustees.
- p. A statistical report should be provided to delineate the number of votes cast by each of the voting methods offered. A report should also show, by week, the number of votes cast.

Election Process

The timeline for administration of the PERA Board of Trustees elections are stated, in part, in Minnesota Statutes §353.03, subdivision 1. PERA accepts petitions for filing for the first seven days beginning October 1 of the year preceding the election. A candidate who has filed may withdraw but must do so no later than October 15.

The statute also requires that the ballots are to be mailed to eligible voters by January 10; but historically, PERA has preferred mailing no later than January 7. Votes cast by using paper ballots must be post marked by January 31. Votes cast by internet must be entered by the end of the day on January 31.

All other procedures and timelines are defined by PERA election staff, with review and comments by the Office of the Secretary of State.

The schedule for the election is as follows:

- End-April 2026: Publish RFP.
- May 28, 2026: Proposal deadline, by 3:00 p.m. Central Time.
- Early June 2026: Review proposals received.
- June 11, 2026: Election administrator is selected and approved by the PERA Board of Trustees.
- July 2026: Contract executed with the selected vendor and required signatures obtained.
- August/September 2026: Vendor meetings will be conducted with PERA staff to finalize the work plan schedule, ballot design, and related election procedures.
- October 1 – 7, 2026: Candidate filing accepted.
- October 15, 2026: Last day for candidate name to be withdrawn.
- Mid-October 2026: Election administrator designs ballot mailer and submits for approval by PERA.
- End-October 2026: PERA election staff provides names of candidates and all other applicable information to be printed on voting material.
- Early November 2026: PERA provides eligible voter counts to the election administrator to enable the ordering of printed materials.
- November/December 2026: Ballot and tabulator testing.
- Early December 2026: PERA will provide the election administrator with an electronic file containing member names, addresses, and election identification data for use in addressing mailing envelopes. A second file of newly eligible members will be provided during the third week of December 2026.
- Mid-December 2026-January 7, 2027: Ballot materials are prepared and distributed to approximately 325,535 eligible PERA voters.
- January 31, 2027: Last day votes accepted by election vendor (postmarked for paper ballots).
- January - February 2027: Ballots are electronically counted and election results compiled.
- February 11, 2027: Results of election to PERA
- February 18, 2027: Election materials are secured and results of the election are certified by the PERA Board of Trustees.

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. **Anticipated Contract Term.**

The term of this contract is anticipated to be from July 2026 to March 2027, with no option to extend.

2. **Question and Answer Instructions.**

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

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

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

3. **Additional Tasks or Activities.**

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

SECTION 4 – PROPOSAL CONTENT

The following will be considered as the minimally required content of a respondent's proposal.

1. Restatement

- a. A restatement of the scope, contract requirements, and election process to show or demonstrate the respondent's understanding of the services requested under the contract.

2. Work Plan and Methodologies

- a. Presentation of a feasible project strategy that meets the preference for multiple voting methods and controls for the verification of returned ballots or electronic voting.
- b. Provide description of internal controls over the election process including procedures of how a contested election would be audited and verified.
- c. Provide a description of how PERA election staff can monitor the voting process without physically being at the vendor's site based on the following election procedures.
- d. Adequate testing will be done to assure that votes will be accurately recorded and counted. Testing will take place after materials are printed but before distribution to members and shall be monitored by PERA election staff who will then file a report on the testing with the PERA Board of Trustees.
- e. PERA staff must monitor the voting procedure used by the vendor at various times throughout the counting process.
- f. A recommended work plan for completing the proposed project tasks by the dates referenced in Election Process.
- g. Documentation of the proposed voting process, including samples of potential ballots to be used. This documentation must include options for digital candidate application submission, candidate biography collection, and the collection of nomination petition information and electronic signatures.

3. Technology

- a. Provide explanation of the equipment, software and technical process proposed to accommodate the administration of the board election, tabulation, and total confidentiality of the voting results and the ability to audit results if necessary. Proposal must include evidence that contractor has a contingency plan supported by adequate staff and equipment to allow them to conduct the election in a timely manner if the proposed equipment, software or process is unavailable for any reason during the election administrative process.
- b. Prepare a technical description of how vendor election systems promote accessibility of voting software and features to disabled individuals. Submit the attached VPAT Web Content Accessibility Guidelines 2.0 Level AA form. The response must contain adequate information to evaluate the responsiveness to applicable accessibility standards.

4. Background and Experience

- a. An outline of the respondent's background and experience in administering elections; especially elections for boards of public pension plans.
- b. Resumes of professionals who will be assigned to PERA and identification of their expected area of project responsibility.
- c. Names and telephone numbers of references of past clients, especially public pension plan clients.

5. Cost

- a. Detailed fee structure that itemizes by types of voting options to be provided and any variable costs, such as costs associated with a variable number of candidates. Respondents should prepare bid costs assuming

a minimum of 15 candidates and identifying a cost structure that would be used to add to that number. All voters must have the option to vote by paper ballot. The cost of administering the election exclusively through paper balloting should be provided. Costs associated with internet voting options should be separately detailed. Any additional expenses or specific resource requirements should also be specified.

6. Submit the following forms:

- a. Affidavit of Non-Collusion (required)
- b. Certification Regarding Lobbying (required)
- c. Workforce Certification (required)
- d. Veterans Preference Form (if applicable)
- e. Resident Vendor Form (if applicable)
- f. VPAT Web Content Accessibility Guidelines 2.0 Level AA (required)

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

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SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

All responses received by the deadline will be evaluated by representatives of PERA’s review committee. 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. PERA reserves the right, based on the scores of the proposals, to create a short-listing of vendors who have received the highest scores to interview, or conduct demonstrations/presentations. PERA reserves the right to seek best and final offers from one or more responders. A 100-point scale will be used to create the final evaluation recommendation.

The evaluations will be conducted in three phases:

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

1. Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. PERA will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

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

- a. Proposals must be received on or before the due date and time specified in this solicitation.

2. Phase 2 - Evaluate Responses

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

The following factors and associated weightings will be used to evaluate responses:

- a. Restatement 5%
- b. Work Plan and Methodologies 25%
- c. Technology 10%
- d. Background and Experience 20%
(Public sector experience will be given higher value and importance)
- e. Cost 30%
- f. Accessibility of Services or Products Provided 10%

3. Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

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

It is anticipated that the evaluation and selection will be completed by June 30, 2026.

SECTION 6 – SOLICITATION TERMS

1. **Competition in Responding**

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

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

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.

3. **Withdrawing Response**

A responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw prior to the due date and time of the Solicitation.

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.

4. **Rights Reserved**

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

PERA 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 PERA;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- The State reserves the right to request additional information; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

5. **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.

6. 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 a finalist has been selected.

7. Trade Secret Information

- 7.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.
- 7.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.
- 7.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.
- 7.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

8. Conditions of Offer

Unless otherwise approved in writing by PERA, 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 PERA, or they are changed by further negotiations with the State prior to contract execution.

9. 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 PERA, providing each Responder is in compliance with all terms and conditions of the solicitation. PERA 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 PERA.

10. 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.

11. Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference

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

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

12. 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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SECTION 7 – GENERAL REQUIREMENTS

Affidavit of Noncollusion

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

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

Proposal Contents

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

Compensation and Financial Requirements

The State's contract language includes the following terms and conditions summarized below that a responder should be aware of in preparing a proposal:

1. Compensation will be for all services performed, unless a specific payment schedule is mutually agreed upon. The State does not make regular payments based on the passage of time; it only pays for services performed or work delivered after it is accomplished. Vendors will be paid for postage costs concurrent with the mailing.
2. Payment is made only after the submission of an authorized invoice. The State must pay its invoices within 30 days of receipt, unless they are formally contested.
3. No more than 90 percent of the full amount due under the contract may be paid until the final services of the contract have been reviewed by PERA's Executive Director, and the Executive Director has determined that the contractor has satisfactorily fulfilled all of the terms of the contract.

Disposition of Responses

All materials submitted in response to this RFP will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

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

Responses to this RFP will not be open for public review until the evaluation process has been completed.

Notwithstanding the above, if the State contracting party is part of the judicial branch, the release of data shall be in accordance with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time.

Rights Reserved

PERA reserves the right to amend any segment of the RFP prior to announcement of a successful contractor. In such event, all responders will be afforded the opportunity to revise their proposal to accommodate the RFP amendment.

PERA also reserves the right to reject any and all proposals received in response to this RFP; select for contract or for negotiations a proposal other than that with the lowest cost; waive or modify any informality, irregularities, or inconsistencies in proposals received; negotiate with more than one vendor at a time; and terminate negotiations and select the next most responsive vendor, prepare and release a new RFP, or take such other action as deemed appropriate if negotiations fail to result in an agreement within a reasonable time from the start of negotiations.

Contingency Fees Prohibited

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

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Reimbursements

Reimbursements will not be made for travel and subsistence expenses.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Office of Equity in Procurement ("OSP") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group (TG) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged (ED) businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses and ED businesses must be currently certified by the Office of Equity in Procurement (OEP) prior to the solicitation opening date and time. For information regarding certification, contact OEP at 651-201-2402 or procurement.equity@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Small Business Preference

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

A small business qualifies for the veteran-owned preference when it meets one of the following requirements. 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. §16C.19(d).

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

Foreign Outsourcing of Work Prohibited

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

Work Force Certification

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minnesota Rule 5000.3600, "It is hereby agreed between the parties that Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400 - 5000.3600 are available upon request from the contracting agency."

Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

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

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

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

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

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

Contractor is required to carry the following minimum limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

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

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

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

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

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

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

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