

# IT Professional Technical Services

## SITE Program

T#:14ATM

**Request for Offers (RFO)**

**For Technology Services**

**Issued By**

**Office of MN.IT Services @ the Department of Public Safety**

**Project Title:** Annual Audits for Criminal History System Replacement

**Categories:** Program/Project Management and Analyst (Team)

Vendor must be approved in both categories to be eligible to respond to the RFO.

### **Business Need**

The State of Minnesota requires that an annual audit be conducted on large IT projects, Minn.Stat.16E.01, Subd.3 (2) (e), to assess the health of the project and provide the State with findings resulting from the audit.

This Request for Offers is intended to provide for the audit of the Criminal History System Replacement Project (the Project).

The expectation is that each annual audit will take between 200 and 300 hours of effort by the vendor's audit team. The duration for each audit is expected to be approximately six weeks.

Project to be Audited Description:

The Criminal History System (CHS) Replacement Project at the Bureau of Criminal Apprehension (BCA) will deliver updates to existing systems to replace current databases, current automated processing, and current manual processes related to criminal history. It will provide a new set of systems, services and capabilities to increase automation and reduce the amount of effort required to create and maintain accurate criminal history records.

The Minnesota Justice Information Services (MNJIS) serves as the host for criminal history records in the State of Minnesota. These criminal history records are created based on arrest data received from Minnesota law enforcement agencies, case disposition data received from Minnesota Courts, and custodial data received from the Minnesota Department of Corrections. Additional data is exchanged with the Federal Bureau of Investigation (FBI) to coordinate records of multistate criminal activity. Criminal history record information is classified as either public or private based and is disseminated through a number of interfaces including the public internet, walk-in requests at the BCA office, requests mailed to the BCA, and electronic requests from Minnesota criminal justice agencies, criminal justice agencies in other states and in the federal government and as otherwise authorized by state law.

Much of the criminal history record information in the criminal history system is substantiated with fingerprint biometrics searched and stored in the State's Automated Fingerprint Identification System (AFIS). In addition to AFIS, the criminal history system must interface with a number of systems to collect

and disseminate criminal history record information. Some of these systems are to be updated to support new features planned for the criminal history system replacement. Other systems, especially those outside of the BCA's control, will not change and the new Criminal History System must use the existing interfaces.

The new criminal history system is expected to affect virtually all existing internal criminal history record entry and maintenance processes to some degree. Some processes may be impacted only by a change to the "look and feel" of the user interface; other processes may be completely redesigned. All existing interfaces and processes must be accounted for in the new systems.

Since many of the consumers of criminal history record information are outside of the BCA, the new systems for providing this data must maintain the integrity of the data and must minimize disruption to the criminal justice system.

External stakeholders include law enforcement agencies, courts, and prosecutors, public defenders, and corrections users of criminal history record information.

The Boeing Company is contracted to do most of the development work. Their team is based off-site in Herndon, VA.

## **Deliverables**

The Contractor will perform two audits of the CHS project: the first beginning on the start date of the contract and the second in July 2016 unless agreed by the State to begin at a different time. Each audit will assess the overall health of the project using assessment metrics and methods recommended by the contractor and approved by the State. Payment will be based on acceptance of the final report for each audit by the State.

There are two deliverables required for this audit:

1. Final Report for the 2015 audit of the CHS project
2. Final Report for the 2016 audit of the CHS project

## **Milestones and Schedule**

Work on the first audit will start upon execution of the contract. The end date for the contract is expected to be around December 31, 2016.

## **Project Environment**

The Criminal History System is being delivered under a contract with The Boeing Company out of their offices in Herndon, VA. Agency staff is responsible to define the business processes and requirements and Boeing is responsible for development of the customizations of their product. The Project uses an Agile-based methodology. The selected contractor will assess the integrated development team with Boeing staff and agency staff and contract staff.

Project Resources include:

- Five business analysts at the BCA site;
- One Boeing systems engineer;
- Four BCA subject matter experts;
- Approximately eight technical and development combined staff from the agency and Boeing;
- One senior project manager;
- One deputy project manager;
- One Boeing Project manager,
- Various other management and support staff.

The Project organizational structure is based on Agile Scrum cross functional team principles. The agency staff proficiency levels and experience with Agile methodology varies. The Boeing team has extensive experience using Agile.

The agency project manager is the project lead.

The contract with Boeing will be available for review by the audit team. The contract is fixed price and fixed duration with a defined set of requirements and deliverables. The agency and Boeing teams are developing user stories that implement the business processes associated with the requirements. There are 32 sprints anticipated for the project, each sprint is 4 weeks. Sprint 9 began July 13, 2015. Boeing QA staff test user story. The Agency QA staff selectively repeats the story level testing, but primarily performs integration testing and coordinates user testing.

## **Requirements**

The audit scope includes the entire CHS project. The audit will address the following questions:

1. Is the project team managing the project with a reasonable expectation to achieve the required outcomes in the required timeframe?
2. Are there significant risks uncovered by the audit that could jeopardize project success?

The contractor is not required to review all project documents, plans, and deliverables as part of this audit. If the contractor desires to review a sample of documents and project communications they will be made available upon request.

Guidelines and expectations for the audit and audit process include the following:

- Audit should be non-intrusive as far as possible;
- Audit should not trigger creation of for-Auditor-only documents by the project team;
- The audit should span an entire 4 week sprint to include assessment of all applicable rituals at minimum;
- To execute an approved audit process;
- As part of the audit, the Auditor or audit team may participate in rituals as a silent observer;
- Auditor or audit team should minimize formal audit meetings with the team members. The audit team may seek clarifications from ScrumMaster/Project Manager and/or Product Owner as needed during the audit;
- Auditors will prepare the audit report recording their observations, findings and recommendations against the approved audit plan;
- Prepare a clear report that describes the factors assessed, findings, and recommendations;
- Present the report in person to the project team and management for review and approval;
- The Audit Report is finalized only after taking into account the team's feedback;
- Contractor will provide the final report in both electronic and printed formats.

The contractor is required to propose an audit approach and method along with a description of the rationale for selecting the approach and method. The State seeks to balance the effort and cost to perform the audit and the likelihood of actionable recommendations that will significantly improve the probability of project success. The proposal should identify any optional assessments or any alternative audit approaches available. The proposal should also identify how the audit approach and method can be tailored to fit the project as specifics of the project are discovered.

## **Responsibilities Expected of the Selected Vendor**

The BCA and MN.IT staff assigned to this project is located at the BCA office, 1430 Maryland Avenue East, St. Paul, Minnesota. The Boeing staff is primarily located at Boeing facilities in Herndon, Virginia..

The selected contractor may conduct interviews on-site at the BCA and may conduct interviews with Boeing using teleconference and web meetings. Videoconferencing may not be available. The BCA will provide conference rooms as available for interviews and meetings. Office space for the contractor staff will not be available.

The Project will make a best effort to make staff available for meetings and interviews with reasonable advanced notice and for reasonable durations.

The State expects the vendor to provide a team of auditors with complementary skills and a variety of experience so that the audit is well thought out and not simply one person's opinion.

The persons on the audit team who will be on-site at the BCA must first pass a full criminal background check, including fingerprints. The background investigation and fingerprinting will be conducted by the BCA, and the BCA reserves the right to decline any contractor's staff accordingly. Individuals will be required to complete and submit the Background Investigation forms to the BCA within a designated time period which will be defined and provided by the BCA to the individual should the individual be selected by the BCA to advance in the selection process. The contractor is responsible for the costs of the background investigation performed by BCA. The cost of each candidate's investigation is \$19.75.

If the contractor chooses to request on-site visits to Boeing facilities, all individuals must comply with Boeing policies while at Boeing facilities.

The State reserves the right to terminate the contract immediately for just cause. In the event of lack of funding or project changes the State may terminate the contract through a 7 day written notice.

### **Contractor Requirements (to be scored as pass/fail)**

If pass/fail requirements are not met, the State will discontinue further scoring of the proposal.

1. All requirements listed in Submission Format have been met.
2. Current and/or previous companies and resources working on the CHS project are prohibited from applying.
3. Key team members have at least 2 years of experience assessing, mentoring, or auditing projects.
4. Key team members have at least 5 years of experience executing projects, including at least **2 years of Agile projects.**

### **Desired Contractor skills and experience**

1. Experience with projects with remote teams
2. Experience performing IT project audits for state government agencies

### **Process Schedule**

Deadline for Questions	10/05/2015, 2:00pm
Anticipated Posted Response to Questions	10/07/2015, 2:00pm
Proposals due	10/09/2015, 2:00pm
Anticipated proposal evaluation begins	10/15/2015
Anticipated proposal evaluation & decision	10/28/2015

### **Questions**

Any questions regarding this Request for Offers should be submitted via e-mail according to the date and time listed in the process schedule to:

Name: Joyce Simon

Organization: MN.IT @ DPS

Email Address: joyce.simon@state.mn.us

Questions and answers will be posted via an addendum to the RFO on the Office of MN.IT Services website (<http://mn.gov/buyit/14atm/rfo/active.html>) according to the process schedule above.

Other persons ARE NOT authorized to discuss this RFO or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

The STATE reserves the right to determine if further information is needed to better understand the information presented. This may include a request for a presentation.

## **RFO Evaluation Process**

Proposed Methodology: 35%

Experience & Skills of team members: 35%

Cost for combined 2015 and 2016 audits including State selected alternatives and options: 30%

The State reserves the right to determine if further information is needed to better understand the information presented. This may include a request for clarification or further documentation. Current and/or previous companies / resources working on the CHS project are prohibited from applying.

**This Request for Offers does not obligate the State to award a work order or complete the assignment, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest. The Organization reserves the right to reject any and all proposals.**

## **Submission Format**

The proposal should be assembled as follows:

### **1. Cover Page**

Vendor Name  
Vendor Address  
Vendor City, State, Zip  
Contact Name for Vendor  
Contact's direct phone/cell phone (if applicable)  
Contact's email  
Resource Name(s) of key resources that will be assigned

### **2. Proposed Methodology:**

Provide a description of the proposed methodology including:

1. The steps and rationale, benefit, or objective of each step.
2. The resources provided by the vendor, roles and focus areas for each resource, and the anticipated level of participation.
3. The resource expectations for agency staff and Boeing.
4. Project documentation expected from the project team.
5. Optional steps that the State may consider for additional benefit along with a description of the benefits.

### **3. Project Plan:**

1. The proposed schedule for completing the project.
2. Any other relevant information such as risks or issues related to completing the audit.

### **4. Team Experience:**

1. Provide narrative, including companies and contacts where your resources have demonstrated the required skills to perform the audits. If pass/fail requirements are not

met, the State will discontinue further scoring of the proposal. Provide specific details that highlight the resource's skills.

2. Attach the resume of your proposed resources. Be certain the resumes have dates of work. For each position identify skill sets used.
3. Desired Skills:
  - a. Experience beyond the minimum requirements
  - b. Experience with projects with remote teams
  - c. Experience performing IT project audits for state government agencies.
5. **Cost Proposal** must be in a separate document and not listed in any other place in your submission. Document naming convention: <Company Name>Cost Proposal. Example: ABC Company Cost Proposal. The cost proposal must include:
  1. The total fixed-price cost for each audit deliverable. All travel costs are the responsibility of the contractor.
  2. The total fixed-price cost for each audit using alternative approaches. If the State selects the alternative approach this value will be used for cost evaluation.
  3. The total fixed-price cost for each option. These costs will be added to the cost or alternative approach costs if the State elects to select the option(s).
  4. Identify the position of each team member as PM or Analyst. Please explain how you arrived at your fixed-price cost. Example: 1 PM at their rate x hours plus Analyst at their rate x hours.
6. **Conflict of interest statement** as it relates to this project
7. **Additional Statement and forms:**

required forms to be returned or additional provisions that must be included in proposal

  1. Affirmative Action Certificate of Compliance (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  2. Equal Pay Certificate Form (if proposals exceeds \$500,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/equalpaycertificate.doc>
  3. Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion-2.doc>
  4. Certification Regarding Lobbying (if over \$100,000, including extension options) <http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

## Proposal Submission Instructions

Vendor may submit one proposal in response to this RFO.

Proposals should be sent via email to

- o Joyce Simon, MN.IT @ DPS, [joyce.simon@state.mn.us](mailto:joyce.simon@state.mn.us)
- o and cc [debra.a.johnson@state.mn.us](mailto:debra.a.johnson@state.mn.us)

Submissions are due according to the process schedule previously listed.

**In email subject line:** RFO0094, Company name – Candidate(s) last name

**A copy of the response must also be sent to [MNIT.SITE@state.mn.us](mailto:MNIT.SITE@state.mn.us) for vendor performance tracking.**

**You must submit an email with your response or email notification that you will not respond to [MNIT.SITE@state.mn.us](mailto:MNIT.SITE@state.mn.us). Failure to do either of these tasks will count against your program activity and may result in removal from the program.**

# General Requirements

## Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. 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.

## Liability

### Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor 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 Contractor's:

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

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 Contractor may have for the State's failure to fulfill its obligation under this contract.

## Disposition of Responses

All materials submitted in response to this RFO 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 RFO that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments 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 RFO, 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.

## 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.

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 Materials Management Division ("MMD") 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 MMD, 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.

### **IT Accessibility Standards**

All documents and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at:

<http://mn.gov/mnit/programs/policies/accessibility/>

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Veteran-Owned Preference**

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

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

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

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

### **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 Affirmative Action Certificate of Compliance 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."

### **Equal Pay Certification**

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