

**IT Professional Technical Services
Master Contract
T#902TS**

**Statement of Work (SOW) – DHS #09-018 (REVISED)
For Technology Services
Issued By
Minnesota Department of Human Services**

Project Title: Automated Testing Tool

Service Categories

Responders must be registered in ONE of the following categories:

**Analyst – Technical
Quality Assurance
Testing**

Business Need

The Minnesota Department of Human Services' (DHS) Transition Support Systems Division (TSS) builds and maintains the MAXIS and MEC² systems to support economic, childcare and health care assistance programs. These systems continue to grow in size and complexity. To accommodate this growth, we have introduced new technology. We also need to adapt our testing methods to these dynamic systems.

The changing business environment creates new challenges and requires new approaches to ensure we can continue to accomplish our goals and successfully implement our projects. We need to keep pace with these changes by reviewing our testing methods, examining other testing methods, and adopting the best practices in the industry. Currently, the testing we do is a manual, ad hoc type of process. Automation is expensive and time consuming to create and maintain, and if it is poorly implemented, it will be a waste of state resources. In order for test automation to be successful, planning is essential. This planning will ensure that the right things are being automated, in the right way and in the right order. We have the subject matter experts who know the applications we test, but we need to merge this knowledge with the expertise of people that can guide us through the steps necessary for the successful implementation of automated testing.

We need to improve our overall quality process by professionalizing the way we test software. We expect the implementation of automated testing will help us achieve the following goals:

- Reduce the cost and time for regression testing. Regression testing done manually is time consuming and error prone.
- Utilize technology to provide repeatable, consistent testing of Application under Test (AUT)
- Increase quality through greater scope of testing performed (better test coverage, more accurate testing), thereby reducing the cost of errors introduced inadvertently into production (costs to end-users in dealing with work-a rounds, costs of revisiting the code development, costs of revisiting the testing, costs of potentially correcting data integrity issues caused by errors in processing)
- Utilize existing testing resources efficiently to identify defects in AUT

The vision we see for TSS:

- Better quality through more thorough testing.
- Comprehensive test coverage of all areas affected by system changes.
- Less time dealing with stabilization issues after Production installs
- Problems will be found earlier in the software development cycle
- More efficient, formal and standardized testing process

Stakeholders in this initiative include TSS staff, other DHS divisions and our business partners. No enterprise "standard" tools currently exist, however the product we will be using (IBM's Rational) is consistent with the agreement made between DHS Technical Managers and can be adopted by other DHS divisions.

Deliverables

- Documented guidance/criteria for determining what functional areas of TSS systems would be best suited to using an automated test tool and to what extent automated testing can be integrated as a part of the overall testing process.
- Detailed design documents for an architecture on which a successful automated testing system can be built
- Documented automated testing framework using the selected IBM Rational tool
- Implementation of a system smoke test (see Appendix A)
- Training on using and maintaining the Automated test applications:
 - Full disclosure to Automated Test team lead and team prior to the completion of the contract
 - Ensure TSS staff have full knowledge transfer in order to carry out and continue the work after the contract is done

Milestones and Schedule

Anticipated start date: February 2010

Key deliverable dates: The deliverable timeframe is based on Selected Responder working approximately 32-40 hours a week.

Evaluation: February 2010

Design: 8 weeks later

Construction: 7 weeks later

Implementation: 5 weeks later

Anticipated end date: June 2010

Project Environment (State Resources)

- A Project Manager and four TSS staff are currently assigned to this initiative:
 - Test team Lead (FT) – basic level of knowledge
 - Technical (PT) - intermediate level
 - BA (PT) - entry level
 - QA Test Analyst (PT) - entry level
- The Responder selected will need to interact with all project team members assigned to this project.
- The Responder selected will be provided with a workstation set up with the applications used by TSS employees: Network access, Microsoft Office products, Internet Explorer 7.0 and MAXIS and MEC² applications. They will also use Rational Quality Manager and Rational Functional Tester software testing tools.

Agency Requirements

- The Automated Testing Tool will be implemented at DHS Central Office locations and, if possible, may be accessed remotely via laptop by DHS staff telecommuting from home.
- Implementation will include the training of DHS staff so they can continue this initiative after the contract
- All work must be in compliance with Statewide Project Management Methodology and applicable industry/agency standards

Responsibilities Expected of the Selected Responder

The following responsibilities are expected of the Selected Responder:

- Provide one staff resource to perform all required services. It is anticipated that work will be performed approximately 32-40 hours a week. The specific work schedule may vary and will be determined by DHS in conjunction with the selected Responder.
- Spend the first weeks working with the Test Team Lead assessing DHS's current testing processes, providing recommendations on how to integrate our processes with automated testing as a part of the overall testing process.

- Provide documented guidance/criteria for determining what functional areas of our systems would be best suited to the use of an automated test tool.
 - Identify key functional areas that would benefit from the implementation of a test tool
- Develop detailed design documents, construct and provide final documentation for an architecture on which a successful automated testing system can be built using Rational Functional Tester. This architecture must be:
 - Maintainable
 - Scalable
 - Useable
 - Durable
 - Data-driven when appropriate
 - Able to revert back to its pre-test state (clean up after tests) when needed
 - Able to produce test results reports/defect reports
 - Able to run tests in one application (GUI front-end) with the ability to go to another application (Green Screen mainframe back-end) to perform some command line functions that are needed to process the test case
- Implement the system smoke test as described in **Appendix A**.
- Provide training/full knowledge transfer of all deliverables in order for TSS to carry out and continue the work after the contract is done.
- Perform all work on location at DHS offices in St. Paul, Minnesota.
- Record hours worked each day using a timesheet format to be provided by DHS. Timesheet will be submitted to the DHS project manager for approval at the end of each month.
- The Responder selected will not have warranty requirements and will not have project management responsibilities.

Required Qualifications

The required minimum qualifications are listed below. Required Qualifications will initially be evaluated on a pass/fail basis. If DHS determines, in its sole discretion, that the Responder fails to meet one or more of these requirements (or that the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

- Minimum of 3 years of documented experience with the analysis, architectural design and implementation of automated testing tools
- Minimum of 3 years of documented experience with automated testing tools, and minimally, 1 year of which must have been specifically with IBM Functional Tester.
- Minimum of 1 year of documented JAVA programming knowledge as it relates to scripting in automating testing tools
- High degree of creative, analytic and problem-solving skills, as demonstrated by submission of an example project plan for implementing an automated testing tool (following accepted industry standards for project management). Example project plan must be submitted in order to pass this minimum requirement.

Process Schedule

- | | |
|---|--------------------------------|
| • Deadline for Questions | February 5, 2010, 3:00 PM CST |
| • Posted Response to Questions | February 9, 2010 |
| • Proposals due | February 11, 2010, 3:00 PM CST |
| • Anticipated proposal evaluation begins | February 12, 2010 |
| • Anticipated evaluation completed & decision | February 18, 2010 |

Questions

Any questions regarding this Statement of Work must be submitted via e-mail by 3:00 PM, Central Standard Time (CST), on February 5, 2010 to:

Name: Guy Budinger
E-mail Address: Guy.R.Budinger@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology's Website by the end of the day, February 9, 2010.

SOW Evaluation Process

When awarding points, factors will include length, level, and relevance of experience; human relations and communications skills; writing and documenting skills; special skills/knowledge; history of prior successes; and relative cost.

Resume, qualification summary and project plan example (see Response Requirements 4.B below) must contain information needed to evaluate candidate on these factors. Information in the resume will take precedence over that provided in the cover memo or other summary information.

Step 1. Pass/Fail on Response Requirements

Step 2. Initial Pass/Fail evaluation of Required Qualifications. If DHS determines, at its sole discretion, that the Responder fails to meet one or more of these requirements (or if the Responder has not submitted sufficient information to make the pass/fail determination), then the Response will be eliminated from further review.

Step 3. Evaluation of qualifications and cost (for responses that pass Step 1 and Step 2) to identify top candidates for interview.

- Cost = 30%
- Required Qualifications = 35%

The remaining 35% will be used to add points from subsequent interview process.

Step 4. Interview top-rated candidates.

Step 5. Award remaining points (35% of total points available) for those candidates interviewed, based on information determined from interview.

Response Requirements

The items below must be completely satisfied in the submission in order for the Response to be considered. At any time during the evaluation phases, the State may, at the State's discretion, contact a Responder to provide further or missing information or clarification of their Response. However, there is no guarantee that the State will look for information or clarification outside of the submitted written response. Therefore, it is important that the Responder ensure that all sections of the Response Requirements have been completely met in order to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

If you have any questions on the administrative requirements listed below, please contact: dhs.it-responses@state.mn.us.

1. Responses must be submitted no later than **February 11, 2010, 3:00 PM**, Central Standard Time (CST), via email to **dhs.it-responses@state.mn.us**.

Responses sent to any other e-mail address will not be considered.

It is the vendor's sole responsibility to ensure that their submittal is **received** at the dhs.it-responses@state.mn.us email address by the response deadline. Responses **received** after the deadline will not be considered, regardless of any documentation showing when the response email was sent.

2. The Statement of Work # and Project Title should be included in the subject line of your Response e-mail.
3. Only one potential candidate per Response. If Responders wish to submit more than one candidate for consideration, each must be submitted as a separate, complete Response in a separate e-mail. E-mails containing multiple Responses and Responses offering multiple candidates will not be considered.
4. The following items must be included in the Response:
 - A. A cover memo for the candidate submitted that clearly states:
 - i) **Service Category.** This must be one of the categories indicated for this SOW. The vendor must be qualified for this category on its 902TS IT Professional/Technical Services Master Contract with the Office of Enterprise Technology before the response deadline.
 - ii) **Cost - Hourly Rate.** This cannot be over the maximum hourly rate that is listed in the vendor's 902TS Master Contract for the above service category.
 - iii) **Conflict of Interest statement** as it relates to this Statement of Work (see General Requirements section below)

B. Required Qualifications Information

The response must specifically indicate how the Responder's candidate meets or exceeds all the Required Qualifications. The following must be included:

- i) Qualification summary information that will allow DHS to easily determine if candidate meets or exceeds all Required Qualifications. Below is the suggested format for this information:

Required Qualification	Years of Experience	Projects worked on that demonstrate qualification (include a brief description, not just a list)

- ii) Include resume in addition to the above information. Resume must support qualification summary information. Information in the resume will take precedence over that provided in the cover memo or qualification summary.
 - iii) Example project plan for implementing an automated testing tool (following accepted industry standards for project management)
- C. Required forms.** These forms must be signed by the appropriate individual within the company. Please include the signed forms, scanned into a file, with the e-mail submission. If you do not have access to a scanner, please send an e-mail dhs.it-responses@state.mn.us and other options will be considered.
- i) Affidavit of non-collusion
 - ii) Location of Service Disclosure
 - iii) State of Minnesota – Immigration Status Certification
- D.** If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status
- E.** If applicable, documentation showing certified, veteran-owned/service disabled small businesses status.

Please note that when verifying eligible service categories and hourly rates, DHS uses the information on the Office of Enterprise Technology's Website. It is the Responder's responsibility to verify that the website information matches their current records and inform the Office of Enterprise Technology of any discrepancies. Please note that OET currently has two active master contract programs. This SOW is only for vendors participating in the 902TS program.

Constraints or rules on respondents

- DHS personnel other than the designated contacts indicated are NOT authorized to discuss this SOW with responders, before the proposal submission deadline and during the evaluation prior to the award, unless approved in advance by the designated contacts.
- Contact regarding this Statement of Work with any personnel other than the designated contacts could result in disqualification.
- The designated contacts will only provide information that clarifies this statement of work, and the projected date for the award announcement.
- After the question submittal deadline, all allowable communication should be directed to dhs.it-responses@state.mn.us.

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 a 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.

Disposition of Responses

All materials submitted in response to this SOW 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 SOW 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 SOW, 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.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

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

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Contingency of Operations Planning Requirement

Functions identified under this Statement of Work have been designated as Priority 1 or Priority 2 services under the Minnesota Department of Human Service's Continuity of Operations Plan. Due to this designation, the successful Responder will be required to develop a continuity of operations plan to be implemented in the event of a gubernatorial or commissioner of the Minnesota Department of Health declared health emergency. The successful responder will be expected to have a continuity of operations plan available for inspection by the State upon request. The continuity of operations plan shall do the following:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under the contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the State with regard to emergency preparedness and response issues, the EPRC shall provide updates to the State as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

Liability

Responder must agree to the following liability language for this Statement of Work:
The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this

contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

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.

Responder must agree to the following information privacy and security language for this Statement of Work:

Information Privacy and Security.

For purposes of executing its responsibilities and to the extent set forth in this work order, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this work order, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 7.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor's Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

or

- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

Nonvisual Access Standards

Nonvisual access standards require:

- a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Statement of Work 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 Agency reserves the right to reject any and all responses.

Required Form:

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I certify under penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and
5. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Required Form:

STATE OF MINNESOTA

LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

Check all that apply:

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

Required Form:

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors **MUST** certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors **MUST** obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____
Authorized Signature: _____ Telephone Number: _____
Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

**STATE OF MINNESOTA
VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM**

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this solicitation):

- (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

**Sample Work Order Contract:
STATE OF MINNESOTA
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

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 work order until it 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.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____/Thorough Description of Tasks/Duties/

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows:

[For projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]

B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

7 Key Personnel

The Contractor's Key Personnel is [Name, Title]. Contractor will not add, replace, remove, or substitute the named key personnel without the prior written approval of the State's Authorized Representative.

8 Employee Status. By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, CONTRACTOR certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, CONTRACTOR and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

CONTRACTOR shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by CONTRACTOR and made available to the STATE upon request. If CONTRACTOR or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the STATE reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the CONTRACTOR from state purchasing.

9. **Information Privacy and Security.**

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1.

9.1 **Information Covered by this Provision.** In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as "protected information," concerning individual STATE clients. "Protected information," for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ["HIPAA"], 45 CFR § 164.501); and
- (e) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

9.2 **Duties Relating to Protection of Information.**

- (a) **Duty to ensure proper handling of information.** CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in paragraph 9.1.
- (b) **Minimum necessary access to information.** CONTRACTOR shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by CONTRACTOR shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.
- (c) **Information Requests.** Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify

STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

9.3 Contractor's Use of Information. CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- (b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident of which it becomes aware. For purposes of this agreement, "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "*Privacy incident*" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 CFR Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.
- (e) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

9.4 State's Duties. STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

9.5 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Agreement Termination.

Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return or destroy all protected information received from STATE or created or received by CONTRACTOR for purposes associated with this Agreement. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protection of the Information Privacy and Security Clause of this Agreement to the protected information not returned or destroyed, and refrain from further use or disclosure of such information for as long as CONTRACTOR retains the protected information.

9.6 **Sanctions.** In addition to acknowledging and accepting the terms set forth in Section 4 of this Agreement relating to liability, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

10. Criminal Background Check Required. CONTRACTOR and employees of CONTRACTOR working on site at STATE's Central Office and accessing STATE's protected information (as defined in 9. Information Privacy and Security of this contract.) must submit to or provide evidence of a computerized criminal history system background check (hereinafter "CCH background check") performed within the last 12 months before work can begin under this contract. "CCH background check" is defined as a background check including search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

11. Contingency Planning. Within 90 days of the execution of this contract, CONTRACTOR and any subcontractor will have a contingency plan. The contingency plan shall:

- a) ensure fulfillment of Priority 1 or Priority 2 obligations under this contract;
- b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- f) include a procedure for returning to normal operations; and
- g) be available for inspection upon request.

13. Nonvisual Access Standards

Nonvisual access standards require:

- a) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Appendix A

Navigate to each of the 200 plus windows in MEC² and perform functions such as New, Edit, Save, Don't Save and Delete etc.

High-level description of the main workflow in the MEC² system

Complete an Application for a family requesting child care. This requires going through the application workflow process, entering demographic information on a minimum of nine windows, depending on the size of the family.

Complete the Case Data domain entering information such as income, program activity requirements, disability status, immigration status, relationship information, school and provider information or any other pertinent information. In all there are ~ 28 windows that can be completed. Data validation edits can occur of which we would want to see that a portion of these work.

Information then needs to be pushed through our mainframe (MAXIS) backend processing and eligibility determination functionality **by automating interactions with a mainframe session.**

Once background processes additional **data validation errors** can be system generated asking for further information to be entered based on conflicting or missing information based on what has been entered.

Once all **data validation errors** have been cleared we receive eligibility results in the Eligibility domain (eight windows) for one of the five variants of the Child Care Assistance Program. The case could be eligible or ineligible for a variety of reasons based on data entered into the Case Data window. We should receive eligibility results for the program that the family is eligible for based on information entered in Case Data and whether the family has MFIP/DWP eligibility in MAXIS.

Eligibility results should be approved.

A Child Care Provider needs to be registered for the Financially Responsible Agency (FRA), usually the county that the family lives in, by going into the Provider domain and going through the Provider Registration workflow which involves about 10 windows. If the information is not entered correctly there are cross-window data validations to correct the information in addition to data validations on individual windows. Once a provider has been registered this provider information needs to be entered on the Child's Provider window in Case Data domain described above.

Once this child to child care provider relationship is established mainframe processing has to take place to create Service Authorization (SA) results. SA results in the SA domain (four windows) will give the financial results of what can be paid to the provider based on the FRA the family lives in. This includes payment rates, number of hours of day care and age category of the child. The correct copay amounts needs to be verified based on said information so that the family's portion is not paid by the state. Approval of results is required to pass information to the Billing domain.

In the Billing domain (five windows) the information that is provided back to the agency must be entered in and approved so payments can be made to the provider. Online data validations exist in Billing on windows to make sure information entered is consistent with what was approved on the SA. Registration fees, as well as absent day and holiday information is entered and tracked in Billing to be sure yearly limits are not exceeded and the provider is not paid more than they should be paid based on the number of hours of care that have been provided or for which they are entitled. Verify that all entered data flows to the Funding Source details window.

Once Issuance is run, then the Issuance domain (four windows) needs to be verified that correct payments were issued.