IT Professional Technical Services
Master Contract

Statement of Work (SOW)
For Technology Services
Issued By

Minnesota Office of Enterprise Technology (OET)

Project Title: OET Temporary Staff Augmentation

Service Categories:
1. Desktop Support

Business Need

The State of MN Office of Enterprise Technology (OET and State) is seeking Professional/Technical Services to provide desktop support staff augmentation. This Statement of Work is seeking one (1) desktop support specialist. The responding vendor (Respondent) needs to be registered in the Master Contract Vendor Service Categories listed above to be considered for this Statement of Work.

This Statement of Work will be awarded to the respondent with the requisite skills that are outlined in this document.

The objective of this Statement of Work is to solicit proposals from vendors to provide staff augmentation resources to deliver desktop support.

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

Contract Term

The selected contractor shall be available beginning with the contract execution date and is expected to terminate on or before June 30, 2010.

Definitions

Respondent:

> A qualified vendor/contractor, which is registered with the State through the Master Contract Program and provides a written proposal document to be considered and evaluated in response to this Statement of Work.

Respondent's employee:

The Respondent may provide one or more employees (or sub-contractors) to meet the requirements of this Statement of Work. In this Statement of Work, the term "Respondent's employee" (singular usage) will refer to a single employee (or sub-contractor) or multiple employees (or sub-contractors).

Response:

The vendor/contractor's written proposal document submitted for consideration in response to this Statement of Work.

Project Tasks and Deliverables

The contractor deliverables will consist of, but are not limited to providing a desktop support specialist who will:

- Provide technical support coverage during OET normal working hours.
- Be responsible for achieving the outcomes identified for a technical support unit
- Possess the desktop support skills necessary to successfully complete the tasks below.

<u>Position Tasks</u>

- Provide tier 1 and 2 support for network computing for internal and external customer staff workstations and systems
- Monitor the flow of ARS support tickets to resolve tier 1 and tier 2 issues and escalate incidents and requests when appropriate, within the established timeframes
- Provision new computers with the appropriate base images in preparation for deployment to staff
- Provide support for Windows based and other OET standard software applications
- Troubleshoot and diagnose problems relating to workstations, network availability and application availability
- Assist users in resolving network computing related hardware/software problems
- Assist with staff moves and workplace transitions
- Provide technical support for OET and customer printers
- Assist with equipment inventory management and appropriate asset disposal procedures
- Follow the principles of the ITIL service management process
- Other tasks as assigned

Project Milestones and Schedule

- The consultative portions of the project will commence as soon as a contract is in place.
- The contract is expected to expire on or before June 30, 2010. The state reserves the right to start and stop various activities during the contract period. Contractor shall only engage in work as authorized by OET.

Project Environment (State Resources)

- OET staff descriptions for purposes of this Statement of Work and the resulting contract:

	Contract Administrator
Name	Donna Willis
Email address	donna.willis@state.mn.us
Telephone number	651.201.1238

- The Respondent's primary contact will be the Contract Administrator. The Contract Administrator will be responsible for setting expectations, providing management guidance, enforcing compliance to standards, providing documentation requirements, and enforcing the terms of a possible contract. The Contract Administrator may delegate day-to-day management of the Respondent's employee and work assignments to an assignee.
- OET will provide working space and appropriate computer equipment, including Internet access.
    - Parking is available in the Capitol Complex area at metered parking spaces or in the ramps/surface lots at a cost through the State's Department of Administration, Plant Management Division (http://www.admin.state.mn.us/pmd/5-0_contractors_Respondents.htm or 651.201.2300).
- OET may require the contractor(s) to work closely with state employees, as services are required during the duration of the contract. .
- OET retains ownership of any deliverables or interim documentation created through this engagement.
- OET will provide at least one full-time employee to assist with the project.
- OET will help the Respondent's employee (s) schedule meetings with stakeholders in other state agencies.
- Respondent's employee (s) may be required to pass a criminal background check conducted by the Minnesota Bureau of Criminal Apprehension.
- Respondent's employee (s) will be required to sign a confidentiality agreement before any work can begin.

Costs / Pricing/ Availability

-
- The result of this Statement of Work will be one Work Order contract to augment OET's existing staff.
- For purposes of this Statement of Work, the Respondent's employee (s) will be available for on-site visits to state agencies located within the boundaries of the State of Minnesota.
- The State requires an accounting of hours-billed to be submitted via monthly invoice and "Service Log(s)" (attached) to the Contract Administrator. Payment will be made on a per hour basis after satisfactory completion of work. A sample copy of the "Service Log" is attached.
- Contacts made by the State via email or phone must be answered within four hours during a regular workday (Monday – Friday, 8 a.m. – 5 p.m.).
- The Respondent's employee (s) will report to and receive direction from the Contract Administrator and/or his/her assignees.
- The State observes the following holidays in 2009:

January 1 New Year's Day

January 19	Martin Luther King's Birthday
February 16	President's Day
May 25	Memorial Day
July 3	Independence Day
September 7	Labor Day
November 11	Veteran's Day
November 26	Thanksgiving Day
November 27	Day after Thanksgiving
December 25	Christmas Day

Hourly Rates: When contractors register in the State's Professional/Technical Master Contract Program, contractors register in (1) specific categories of expertise (also called Service / Skill Categories) and (2) provide specific (maximum) hourly rates for each category. Contractors may not respond to Statements of Work with rates that exceed their registered hourly rates in the associated category. The relevant Service / Skill Categories governing this Statement of Work are found on the title page (page 1).

***Travel Expenses*.** The State will pay zero ($0.00) in travel costs and other related reimbursements.

Responsibilities Expected of the Selected Vendor

- Provide staffing resources as needed to complete all required deliverables.

Required Skills

These are to be scored as pass/fail requirements; a "fail" in any of the following minimum requirements will result in automatic disqualification.

Desktop Support Specialist:

- Minimum of 3 years of IT desktop support experience
- Minimum of 3 years desktop support experience in an environment following tiered support incident escalation standards with a focus on remote support delivery.
- Through knowledge of computer networking, workstation setup, printer configuration, Windows operating systems and standard desktop applications.
- The ability to troubleshoot, diagnose and resolve connectivity, hardware, and operating system problems.
- The demonstrated ability to follow documented processes is necessary.
- Technical expertise sufficient to support BlackBerries and other PDA devices, troubleshoot printer issues, support users with VPN access, set up accounts in Active Directory, and use an incident ticketing system to manage tasks.

Desired Skills

Desktop Support Specialist:

- The ability to be diplomatic and discrete regarding privileged information access.
- Patience and the ability to be encouraging is needed.

- Effective interpersonal relationship skills
- High attention to detail
- Outstanding oral communication skills sufficient to communicate effectively with both technical and user level staff
- Familiarity with IT Service Management Forum (ITIL)

SoW Evaluation Process

The State will verify that minimum requirements have been met as described in Response Requirements section.

Responses, with resumes, must be submitted that contain information needed to evaluate Respondent's employees on these factors.

Responses to this Statement of Work will be evaluated in four phases:

- Phase 1: Pass/fail evaluation of the items in the Minimum Requirements and Immigration Requirement sections (a "fail" in any one of the items disqualifies the Response from further evaluation)
- Phase 2: Pass/fail evaluation of the items in the Required Skills section corresponding to the specific position for which the Respondent's employee is to be considered (a "fail" in any one of the items disqualifies the Response from further evaluation)
- Phase 3: Scoring of Respondent's employee to the criteria listed herein based upon the information provided in the response
- Phase 4: Personal interviews as determined by the Evaluation Team. The top-scoring Respondent employees will be invited to a personal interview. The State requires that the Respondent's employees will be available for these interviews.

Respondent's employees will be scored as follows:

- Desired Skills (20%)
- Required Skills (25%)
- Personal Interview (25%)
- Cost (30%) (include rate per hour)

Interviews:

- Interviews with potential Respondent's employee(s) will be conducted. Onsite interviews will be held at 658 Cedar St., St. Paul, MN 55155.
- Notice of invitation for an interview will be given as soon as possible after the initial evaluation of responses.
- The Respondent will be responsible for all of their costs related to their interview such as time, travel, lodging, meals, and parking. The State will not provide reimbursement.
- Respondents will be expected to describe and/or demonstrate their qualifications in fulfilling the requirements in the Required and Desired Skills section.

Statement of Work Process Schedule

- Statement of Work published July 31, 2009
- Deadline for Questions from Respondents August 4, 2009 at 5:00 pm Central Daylight Savings Time (CDT)
- Response to Questions Posted on web-site August 5, 2009 by 5:00 pm Central Daylight Savings Time (CDT)
- Proposals due from Respondents August 7, 2009 at 1:00 pm Central Daylight Savings Time (CDT)
- Proposal evaluation begins August 7, 2009 at 1:01 pm Central Daylight Savings Time (CDT)
- Anticipated Interviews scheduled, conducted, and completed the week of August 10, 2009
- Anticipated proposal evaluation & decision August 14, 2009

Minimum Requirements

These are to be scored as pass/fail requirements; a "fail" in any of the following minimum requirements will result in automatic disqualification.

Required minimum qualifications:

- Is the Respondent registered in the Master Contract Vendor Service Category listed on the title page of this Statement of Work?
- Is the hourly rate(s) quoted by the Respondent equal to or less than the maximum hourly rate associated with the Service / Skill Category?
- Are the following forms completed, signed, and returned with your proposal as an attached scanned document?
    - Affidavit of non-collusion found at http://www.mmd.admin.state.mn.us/doc/noncollusion.doc
    - Location of Service Disclosure found at http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc

Response Requirements

To be considered for this Statement of Work, the Respondent must submit a response to this Statement of Work.
The response to this Statement of Work must be in Microsoft Word Document or Adobe PDF format

- The response shall be arranged in the following sequence , and include the following:
- Executive Summary: one-page maximum.
- Company information: Generally describe company history, growth. Provide current financial data, if publicly available. Generally describe organization and staffing.
- Respondent's employee's experience:
  Describe Respondent's employee's experience with similar projects.
  Qualifications: Describe Respondent's employee's experience within each of the desired skills.
- Respondent's employee's qualifications:
- Provide the following information for the proposed employee-
  Summarize the Respondent's employee's experience and education and briefly describe how those qualities would support the requirements of this Statement of Work.
- Cost Proposal (hourly rates with not to exceed cost, please refer to "Hourly Rates" section).
- Individual resumes of Respondent's employees to be assigned to project, with the expectation that these Respondent's employees are available to work as part of this contract
- Three references must accompany each resume and may be contacted by OET; Resumes must outline Respondent's employee's background and experience.
  Respondent's employee: three references.
  - Reference 1.
    - Describe work performed and explain how (why) this reference is relevant to this Statement of Work.
    - Provide company name, contact's name, contact's telephone number, and location where work was performed.
  - Reference 2.
    - Describe work performed and explain how (why) this reference is relevant to this Statement of Work.
    - Provide company name, contact's name, contact's telephone number, and location where work was performed.
  - Reference 3.
    - Describe work performed and explain how (why) this reference is relevant to this Statement of Work.
    - Provide company name, contact's name, contact's telephone number, and location where work was performed.

Proposal Submission Miscellany

- Response Information:
  a) The Respondent's response shall be delivered as specified in the section Submission of Questions and Final Response.
- Key dates:
  a) Response Due Date: Refer to the section Statement of Work Process Schedule.
- Price has to be equal to or less than the maximum hourly rate in the vendor's service category in the Master Contract.
  a) The Respondent's price/terms shall be guaranteed for 60-days from the Response Due Date.
- Constraints or rules on contractors

Respondents may not contact any State employee concerning this Statement of Work, with the exception of the Question and Answer provision as listed in the section Statement of Work Process Schedule and the section Submission of Questions and Final Response

Submission of Questions

- Questions: Please submit your questions via email to the Contract Administrator.
- Questions: Respondent's questions/clarifications must be addressed to and received by OET's Contract Administrator (refer to the section entitled Project Environment - State Resources) by the "Deadline for Questions" (refer to the section Statement of Work Process Schedule). (Questions sent to any other email addresses will NOT be considered.)
- Questions: Please use the words "OET Temporary Desktop Staff Augmentation" in the Subject: line of the email. Before emailing your questions, please select the standard email option of "Request a read receipt for this message".
- Questions and answers will be posted on OET's web-site (http://www.ot.state.mn.us/mastercontract/statements/mcactivestatements.html). Please find under the column heading "Document Links", the link labeled "Amendment or Addendum" associated with this Statement of Work. The project team will follow the schedule listed in the section Statement of Work Process Schedule and the specific item Posted Response to Questions.

Submission of Final Response

- Response: Please submit your response via email to the Contract Administrator.
- Response: Respondent's response must be addressed to and received by OET's Contract Administrator (refer to the section entitled Project Environment - State Resources) by the "Deadline for Final Response" (refer to the section Statement of Work Process Schedule). (Responses sent to any other email addresses will NOT be considered.)
- Response: Please use the words "OET Temporary Desktop Staff Augmentation" in the Subject: line of the email. Before emailing your response, please select the standard email option of "Request a read receipt for this message".
- The Respondent's failure to follow the requirements listed in the preceding paragraphs may result in lost or delayed documents; the State shall not be responsible for lost and/or delayed documents.

Responsibilities Expected of the Selected Respondent

- Respondent staffing: In the event the Respondent's employee (s) is not able to perform under the terms of this contract, the State requires that the proposed Respondent's replacement employee (s) will undergo an interview process conducted by State personnel. The State reserves the right to accept or refuse the proposed replacement Respondent's employee (s). The contract may be extended the number of standard State workdays required to fill the vacancy (or vacancies) with an acceptable replacement (as determined through the State interview process), not expected to be extended past June 30, 2010.
- Providing training/ knowledge transfer: The State requires that the Respondent's employee (s) shall effectively communicate to State staff knowledge, methods, rationale, alternatives, procedures, and processes for the work performed and/or work in-progress.
- Warranty requirement: The State is purchasing specific knowledge and experience from the Respondent through this contract.
    - The Respondent's employee (s) shall fulfill the requirements of this contract.
    - The State may request a replacement, if the Respondent's employee (s) does not provide an acceptable level of expertise, introduces errors in the various systems, fails to follow

security protocols, acts in an unprofessional manner, and/or fails to follow the requirements of this contract.
  - The State may at its discretion require the Respondent to provide remediation at no charge. Remediation to correct errors and/or correction of security protocols or processes may be in the form of a replacement Respondent's employee (s) at no charge or a cost equal to the amount to hire another consultant to evaluate and correct the error(s).
- Work-plan: The Work Plan shall be determined by the Contract Administrator and will incorporate the "Statement of Work Deliverables" (refer to the section Statement of Work Deliverables).
- Billing: The Respondent shall submit an invoice to the Contract Administrator within the first fifteen-days of a new calendar month for hours-worked during the preceding month at the contracted hourly rate(s). The invoice line items shall document minimally the Respondent's employee (s), date, summary of work, hourly rate, and hours worked. The OET Professional Technical Contract Log is also required in conjunction with contractor invoices.
- Single Point of Contact: The State requires that a Contractor's Project Manager be named and serve as a single point of contact for purposes of administration of this contract. The Practice Manager will serve as liaison in the event of billing questions, issues/concerns/comments with the Contractor's employee, and contract administrative details. The Project Manager is the counterpart to OET's Contract Administrator, who is named in the section Project Environment (State Resources), and time incurred by the Project Manager in support of this engagement/contract is <u>not</u> billable.

The successful Respondent will be required to sign a Work Order Contract; a sample contract is attached.

Immigration Requirement

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 debarring the contractor from state purchasing..

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.

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 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.

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.

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.

Indemnification and Hold Harmless

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.

STATE OF MINNESOTA

IT Professional Technical Services Master Contract Program 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 example; Resource Type hourly rate]*

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 $_____.

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 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.

5 Nonvisual Access Standards

Nonvisual access standards require:

1) 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;
2) 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;
3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

4) 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.

6 **Liability** *[Insert selected language]*

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as Stat.
*required by Minn. Stat. §§*16A.15 and 16C.05.

Signed: _____
_____

Date: _____

CFMS Contract No. B- _____ Object Code: _____
Date:_____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn.

§16C.08, subdivisions 2 and 3 are reaffirmed.

By:

(with delegated authority)

Title:
_____

OET Professional Technical Service Log
(Supporting documentation for service invoice)

Office of Enterprise Technology
Project: _____
Month:_____
Year:_____
Contractor Name:_____

DATE	#of HOURS	RATE per Hour	TOTAL	Consultant NAME	Brief DESCRIPTION of SERVICE Provided