

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

## **Statement of Work (SOW) For Technology Services Issued By**

**Minnesota Department of Employment and Economic  
Development**

**Project Title: Architecture Assessment**

**Service Category(ies): Architecture Planning & Assessment-  
Business**

**Architecture Planning & Assessment-Technical  
Architecture Planning & Assessment-Information/Data**

### **Business Need**

- DEED is need of an independent quality review and assessment of their software applications and hardware environment.
- Explain how the project fits into the enterprise/agency strategic direction or plan: To reduce costs and maximize data center operations DEED will engage a vendor who can enhance infrastructure information from a CMDB or similar source such that it clearly identifies systems, system parameters and other resources tied to specific processes within DEED. The end result of this effort would be that DEED could clearly track from hardware assets to specific business processes or services and vice versa. The information derived will assist in planning for server deployment and lifecycle management along with creating a foundation of information about DEED's IT infrastructure.

### **Project Deliverables**

- DEED expects that after the audit, the vendor will provide DEED with a comprehensive database containing information that clearly identifies systems, system parameters and other resources tied to specific processes within DEED. The end result of this effort would be that DEED could clearly track from hardware assets to specific business processes or services and vice versa. Such that DEED is able to analyze the current software applications, software support, networks and equipment which support those applications along with Business Units who use them.

### **Project Milestones and Schedule**

- Project Start Date: 10/5/2009
- End Date: 6/30/2010

### **Project Environment (State Resources)**

- Staff descriptions:

- a) Number of people on the project: 2
- b) Project Manager Name: Reggie Williams

## Agency Project Requirements

Describe any agency implementation requirements, such as:

- Compliance with Statewide Project Management Methodology
- Compliance with applicable industry/agency standards

## Responsibilities Expected of the Selected Vendor

- Proposed change management process
- Vendor staffing
- Project Documentation
- Project management responsibilities
- Work plan

## Required Skills (These are to be scored as pass/fail requirements)

Required minimum qualifications such as:

- Master Contract resource type(s)/ categories: Architecture Planning & Assessment – Technical, Architecture Planning & Assessment Information/Data
- Years of experience: 2 years

## Process Schedule

- |  |                        |
|--|------------------------|
| • Deadline for Questions                     | 9/18/2009, 12:00pm CDT |
| • Posted Response to Questions               | 9/22/2009, 3:00pm CDT  |
| • Proposals due                              | 9/25/2009, 3:00pm CDT  |
| • Anticipated proposal evaluation begins     | 9/28/2009              |
| • Anticipated proposal evaluation & decision | 9/30/2009              |

## Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 09/18/2009, 12:00pm CDT

Name: Reggie Williams

Department: DEED

Email Address: Reginald.williams@state.mn.us

## SOW Evaluation Process

- Experience (50%)
- Desired skills (10%)
- Work Plan (10%)
- Cost (30%)

## Response Requirements

Clearly define what should be included in the proposal and how it should be organized. Vendor must have been previously qualified for the qualified resource type.

- Introduction
- Company overview
- Project Overview
- Detailed response to “Business/Project Requirements”
  - a) Description of the vendor’s understanding of the need and explanation of their proposed solution.
  - b) Previous experience with similar projects
- Detailed response to “Project Approach”
  - a) Explain how the vendor will approach their participation in the project. This includes:

- 1) Organization and staffing (including staff qualifications, resumes, etc.)
  - 2) Work-plan with life-cycle cost breakdown here
  - 3) Contract/change management procedures
  - 4) Project management (e.g. quality management, risk assessment/management, etc.)
  - 5) Documentation of progress such as status reports
- References: Provide up to three clients who have used services in the past
  - Conflict of interest statement as it relates to this project
  - Required forms to be returned or additional provisions that must be included in proposal
    - a) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
    - b) Immigration Status Certification (if over \$50,000)  
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
    - c) Location of Service Disclosure  
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>

## Proposal Submission Instructions

- Response Information:
  - a) To whom to address the response: Reggie Williams
  - b) Where to respond: reginald.williams@state.mn.us
  - c) How to label the response: Attention Architecture Planning & Assessment
- How to submit : e-mail
- Key dates:
  - a) Response due date 9/25/2009
  - b) Expiration date for the vendor's price/terms guarantee 9/28/2009
  - c) Constraints or rules on respondents: All questions should be directed to Reggie Williams.

## 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 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 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.

### 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. 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/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>.

**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.

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 proposals.

**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 502TS, 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 Liability** [Insert selected language]