

**IT Professional Technical Services  
Master Project Program  
T# 902TS**

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

**Minnesota Department of Public Safety**

**Project Title**

Minnesota Strategic Technology Reserve Development Project (Staff Augmentation & Technical Support)

**Business Need**

Background

The state of Minnesota implementation of a statewide public safety radio communication system is known as the Allied Radio Matrix for Emergency Response (ARMER). It is a 700/800 megahertz (MHz) trunked communication system developed around the Motorola Smart Zone technology. The backbone for the ARMER system was initially constructed in nine counties in the Minneapolis/St. Paul metropolitan area (Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, and Washington) in 2001 at which time the City of Minneapolis and Richfield, and the counties of Carver and Hennepin added infrastructure to provide for local needs. Following the initial implementation, the counties of Anoka, Ramsey, Dakota, Scott and Washington have integrated their local public safety communication needs into the ARMER backbone

In 2005, the Minnesota legislature provided funding for the continued implementation of the ARMER backbone into 23 counties of central and southeastern Minnesota. That implementation is currently underway and will be completed in 2009. Implementation in the remaining 55 counties of the state was authorized in 2007 and Minnesota Department of Transportation (Mn/DOT) has completed the detail design and began implementation in July of 2008. Substantial completion of the statewide implementation is anticipated by the end of 2012. When completed, the ARMER backbone will consist of a statewide network of over 300 base radio sites (radio towers) designed to provide 95% mobile coverage on a county-by-county basis. Additional details of the ARMER plan, including technical and operating standards, are available on the Statewide Radio Board website as [www.srb.state.mn.us](http://www.srb.state.mn.us).

In 2007, DPS coordinated the development of a State Communication Interoperability Plan (SCIP) consistent with the SAFECOM program criteria adopted by the U.S. Department of Homeland Security (DHS) and U.S. Department of Commerce (DOC); see Statewide Radio Board Website [www.srb.state.mn.us](http://www.srb.state.mn.us). SAFECOM is a public safety communication interoperability program operated by DHS and information upon that program and the criteria can be found at <http://www.safecomprogram.gov/SAFECOM/>. In conjunction with the SCIP the state of Minnesota submitted various Investment Justifications designating how the \$14.6 million allocated to Minnesota under the Public Safety Interoperable Communication (PSIC) grant program would be used to enhance public safety interoperability; available at [www.srb.state.mn.us](http://www.srb.state.mn.us). A portion of the PSIC grant funds was committed to the establishment of a Strategic Technology Reserve (STR).

As part of the comprehensive public safety interoperability plan articulated in Minnesota's SCIP there is a need to determine the organizational and equipment needs for Minnesota to establish this STR capability. Minnesota's proposal to establish a STR capability will build upon existing resources, as follow:

- Various communities within the state maintain portable Very High Frequency (VHF) repeaters and antenna systems that can be used to establish or re-establish VHF communications capabilities.
- The Hennepin County Sheriff has developed a transportable 800 Megahertz (MHz) trunking site, including a transportable antenna, with satellite access that can be deployed to establish or re-establish trunked communications capability for 700/800 MHz radio users and MnDOT as the owner and operator of the ARMER system would be able to deploy additional remote trunking sites.
- The Minnesota National Guard maintains two satellite communication sites that can be deployed to provide Internet Protocol (IP) communications capabilities, including Voice over IP, e-mail and other communication resources.

The SRB, which is designated as Minnesota's State Interoperability Executive Committee (SIEC), has established an Interoperability Committee representing federal, state, tribal, regional and local public safety interests from all public safety disciplines to administer Minnesota's SCIP. The SRB Interoperability Committee (SRBIC) has established an STR Sub-Committee (hereinafter "Sub-Committee") that will require technical and professional support to address the organizational and technical issues required to effectively establish a sound STR capability within the state.

### Project Objectives

The purpose of the Minnesota Strategic Technology Reserve Development Project is to provide staff augmentation and technical support to DPS, and thusly to the Sub-Committee, as follows:

#### 1. Project Coordination Support

- Provide broad administrative support to the Sub-Committee needed to maintain continued progress toward institutionalizing the STR organizational structure.
- Assist the Sub-Committee to development an organizational structure to oversee the establishment of this STR capability.
- Assist the Sub-Committee to identify steps necessary to maintain the STR capability.

#### 2. Strategic Technology Reserve Resource Development

- Facilitate a review of the Minnesota's basic STR proposal to assure that it addresses Minnesota's basic needs.
- Identify and provide technical assistance in the acquisition of resources (including but not limited to transportable repeaters, transportable antennas, portable radio, satellite services and VHF spectrum) needed to establish Minnesota's STR capability.
- Develop an outline for training and exercises necessary to assure that Minnesota's STR capability can be deployed and used, consistent with any Department of Homeland Security (DHS) standards or guidelines and in a timely and appropriate manner consistent with the hazards and needs of the state.

## Key Issues

- This project will require the potential contractor to provide two people to provide support in two related but different areas, as follows:
  1. To provide the administrative support to the Chair of the Sub-Committee and assigned DECN staff member or project manager, to develop and institutionalize an organizational structure that will support the continued maintenance and development of Minnesota's STR capability.
  2. To provide technical assistance in evaluating the current deployable communication resources (VHF, 700/800 MHz and satellite), determining resources required to address gaps, drafting Request for Proposals (RFP), establishing technical and operational standards for resources and in developing training protocols.
- The Sub-Committee has been established to oversee this project and to provide a structure to support the development and maintenance of Minnesota's STR capability.
- As an operational resource, the DPS Division of Homeland Security and Emergency Management (HSEM) will be an active participant in this process but has asked the DPS Division of Emergency Communication Networks to take the lead in developing the STR capability.
- Since Minnesota's overall STR strategy includes a satellite communications capability, the proposed contractor's technical consultant must demonstrate a strong background and understanding of issues related to using satellite systems to provide Internet Protocol (IP) backhaul capability to land based communication systems.

## Project Goals

The overall goal of this project is to establish an STR capability in Minnesota that coordinates state and locally maintained and operated deployable communication resources and to provide an organizational structure and processes for the deployment of those resources when and where necessary to address and respond to any substantial and significant public safety communication shortfall.

## **Project Tasks and Deliverables**

### Lists of Tasks

#### Organizational Tasks (Project Coordination):

- Meet with the DECN and Minnesota Homeland Security and Emergency Management (HSEM) representative and the Chair of the Sub-Committee to establish priorities, expectations and timelines in this project.
- Coordinate the development of a time line for this project, which identifies issues and dependencies that must be resolved for the successful achievement of project goals, including future meeting requirements (in person or by conference call).
- Coordinate a review of Minnesota's STR strategy (emphasis upon proposed equipment) outlined in the PSIC Investment Justification and, as determined by the Sub-Committee chair, make adjustments to the equipment necessary to implement the STR strategy.
- In conjunction with the chair of the Sub-Committee chair and the state's project manager for this project, develop an agenda for monthly meetings of the Sub-Committee that advance issues and topics necessary to achieve project objectives.

- Attend monthly Sub-Committee meetings and, as needed, provide assistance to the Sub-Committee chair upon the conduct and progress of meetings.
- Document the conduct of each Sub-Committee meetings by taking minutes and preparing the meeting minutes for distribution to the next Sub-Committee meeting at least seven days prior to the meeting.
- Within one week of each Sub-Committee meeting, provide the Sub-Committee chair and the state's project manager for this project with a debriefing of the meeting (via conference call), review progress upon previously articulated issues and dependencies and outline proposed issues and topics to be discussed at the next Sub-Committee meeting.
- As requested by the Sub-Committee chair or state program manager provide administrative support to the Sub-Committee, including but not limited to, research issues and questions, contact entities, agencies or persons or prepare documents all of which may be necessary and relevant to the successful completion of the project.
- As requested by the state program manager participate in meetings with entities, agencies or persons where necessary to develop proposal, procedures or agreements needed for the implementation of Minnesota's STR capability.

#### Technical Support Tasks:

- Based upon references provided by DPS, coordinate the collection of information on existing transportable VHF repeater and antenna resources within the state to determine whether the existing transportable equipment could be incorporated into Minnesota's STR resource pool. (Inspection of resources, located at some sites within the state, may be necessary)
- Present the information collected above to the Sub-Committee and provide technical assistance in identifying any resource or equipment based gaps between the existing capability and Minnesota's STR resource strategy.
- Develop technical and operational requirements for any equipment required to address gaps identified above by proposing an initial list of technical and operational requirements and by facilitating a discussion of those requirements at a Sub-Committee meeting.
- Draft technical documents necessary for the solicitation of competitive pricing of any equipment required to address any STR equipment requirements and provide technical support in the evaluation and selection of any equipment.
- Submit Federal Communication Commission (FCC) frequency and equipment licenses, as required, for use of any STR equipment.
- Develop proposed operational procedures, which identify any training or certifications needed by STR equipment operators, for any VHF resources incorporated into the STR capability and submit them for review by the Sub-Committee.

- Meet with the Minnesota National Guard, Minnesota Department of Transportation, Office of Electronic Communications and with the Hennepin County Sheriff's Office Communication Division to develop a working understanding of their use of satellite communications in conjunction with STR capabilities, develop a list of all practical and operational issues relevant to the effective implementation of those resources as part of an STR capability and present that information to the Sub-Committee.
- As requested by the Sub-Committee chair or the state's project manager, attend monthly Sub-Committee meetings and provide assistance upon any technical issues presented or raised in those meetings.
- As requested by the Sub-Committee chair or state program manager provide technical support to the Sub-Committee, including but not limited to, research issues and questions, contact entities, agencies or persons or prepare documents on issues relevant to the successful completion of the project.
- As requested by the Sub-Committee chair or state program manager provide technical support to the Sub-Committee in making any presentations to the SRBIC.

### Project Outcomes

#### Project Coordination Support:

- Document the project priorities and expectations based upon the initial meeting with DECN, HSEM and the Chair of the Sub-Committee.
- Develop a comprehensive project timeline for the project and submit to the state's project manager.
- Agenda and coordinate a meeting of the Sub-Committee to review and update STR strategy outlined in Minnesota's PSIC grant.
- Develop a written restatement of Minnesota's STR strategy based upon adjustments identified and incorporated by the Sub-Committee.
- Develop agenda's for monthly meetings of the Sub-Committee.
- Attend monthly meetings of the Sub-Committee and document each meeting.
- Coordinate a debriefing of each monthly meeting with the Sub-Committee chair and state's project manager, including a review of progress upon issues and dependencies.
- As requested, prepare documents and provide follow up administrative support to the Sub-Committee.

#### Technical Support:

- Present a written report to the Sub-Committee describing existing transportable repeaters and antenna resources within the state and identifying gaps between existing resources and resources needed to implement Minnesota's STR strategy.
- Present a list of technical and operational requirements for equipment needed to address gaps in the state's STR capability to the Sub-Committee and coordinate a review of those requirements.

- Develop written specifications upon which DECN can proceed with a Request for Bids for equipment.
- As requested by the state's project manager, submit FCC frequency license applications.
- Develop operational standards for STR equipment in conjunction with the Sub-Committee.
- Develop guidelines and document the practical and operational issues that must be addressed to effectively use satellite communications based equipment that is part of the state's STR capability.
- As requested, report upon technical issues relevant to the successful completion of the project.

### **Project Milestones and Schedule**

The anticipated contract start date is September 14, 2009 and the contract period shall expire on or before September 30, 2010. If funding is available beyond September 30, 2010, and if DPS requires continued services on this project that are funded by DPS, DPS retains the option, with the contractor's consent, to extend this project for up to four additional 1 year periods. The value of the project for subsequent extension periods may be adjusted.

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

This project will be administered by the DPS, DECN. The State Administrative Agent for this SOW will be the following person:

Scott Wiggins, Director  
 DPS-DECN  
 444 Cedar Street, Suite 137  
 St. Paul, MN 55101  
 Phone: 651-201-7546 e-mail: [scott.wiggins@state.mn.us](mailto:scott.wiggins@state.mn.us)

This project was required as part of Minnesota's broader SCIP development and is funded through the Public Safety Interoperability Communications (PSIC) grant program. DECN will assign a project manager to this project who is either an employee or staff augmentation contractor currently implementing various PSIC grant initiatives with direct oversight by Scott Wiggins.

DECN maintains the following meeting resources:

- Conference Bridge
- WebEx subscription

Where in person meetings are required, DECN will arrange for and provide suitable meeting space.

### **Agency Project Requirements**

Any reports or other documentation submitted to DECN as part of this project must be submitted in the following formats:

Draft documents in Microsoft Word 2003  
 Finalized reports in Adobe Acrobat  
 Spreadsheets in Microsoft Excel 2003

## Responsibilities Expected of the Selected Contractor

The overall project management for this project will be the responsibility of the Sub-Committee chair and DECN's designated project manager. The proposed contractor responsibilities in this project are outlined in the Project Deliverables, and summarized as follows:

### Project Coordination Support

To provide the administrative support to the Chair of the Sub-Committee and assigned DECN staff member or project manager, to develop and institutionalize an organizational structure that will support the continued maintenance and development of Minnesota's STR capability. Project coordination support includes, but is not limited to the following activities: based upon consultation with the Sub-Committee chair and DECN program manager preparing meeting agendas; providing timely e-mail notice to all meeting participants; submitting agendas, minutes and other documents to meeting participants; maintaining a record (minutes) of all Sub-Committee meetings; and documenting administrative research.

For purposes of project coordination support required in this project, the proposed contractor should assume the Sub-Committee will meet monthly and will meet via conference call in most instances, but may require an occasional in-person meeting. Calls may be recorded to facilitate accurate note taking. Respondent's may assume an average of 25 hours of time per month addressing project requirements throughout the term of the project, which may include meetings with other entities and persons to address issues.

### Technical Support

To provide technical assistance in evaluating the current deployable communication resources (VHF, 700/800 MHz and satellite), determining resources required to address gaps, drafting Request for Proposals (RFP), establishing technical and operational standards for STR resources and in developing training protocols.

For purposes of technical support required in this project, the proposed contractor should assume an average of 20 hours of time per month to address technical issues and questions presented by the Sub-Committee. Respondent may also be required to make presentations to various regional radio boards or regional advisory committees to seek their input and participation in critical STR issues.

## Required Skills

The following skills are required for the successful completion of this project:

### Project Coordination Support

- **Master Contract Skill Category:** Project Management
- Demonstrated background and understanding of public safety communication systems and the public safety communication environment.
- Ability to administer and provide clerical support (maintain minutes and document actions) to public safety committees.
- Ability to research non-technical public safety communication issues, such as; determine the approach of neighboring states to the PSIC grant STR requirement.
- Ability to establish timelines and schedules and to complete tasks within those timelines and schedules.
- Excellent communication skills.
- Excellent writing skills.

### Technical Support

- **Master Contract Skill Category:** Analyst-Technical
- At least 5 years experience with public safety communication systems and the public safety communication environment.
- Ability to research technical public safety communication system questions and issues.
- Comprehensive understanding of satellite communication resources and how they might be applied in a public safety environment.
- Excellent communication skills.
- Excellent writing skills.

### **SOW Process Schedule**

Deadline for Questions	9/1/2009	4:00 p.m. CDT
Response to Questions posted on OET website	9/3/2009	4:00 p.m. CDT
Proposals Deadline	9/8/2009	4:00 p.m. CDT
Anticipated proposal evaluation begins	9/9/2009	
Anticipated proposal evaluation & decision	9/10/2009	

### **Questions**

Questions regarding this SOW should be e-mailed or sent in writing directly to Scott Wiggins so that they are received no later than 2:00 p.m. Central Daylight Time on September 1, 2009. Questions received after that time may not receive responses.

Scott Wiggins, Emergency Communication Networks Division Director  
Minnesota Department of Public Safety  
444 Cedar Street, Suite 137  
St. Paul, MN 55101-5137

FAX: 651-201-7546  
e-mail: [scott.wiggins@state.mn.us](mailto:scott.wiggins@state.mn.us)

Questions and answers will be posted on the Office of Enterprise Technology website on September 3, 2009 by 4:00 p.m. CDT (<http://www.oet.state.mn.us>). Other personnel are NOT authorized to discuss this SOW with responders before the proposal submission deadline.

### **SOW Evaluation Process**

Responses for each position will be evaluated and weighted based on the following:

#### Project Coordination Support

1.	Qualifications and experience of the individual assigned to the project working in a public safety environment.	15%
2.	Qualifications and experience of the individual assigned to the project with communication systems and communication infrastructure.	15%
3	Qualifications and experience of the individual assigned to the project in providing project management support, including administering stakeholder groups, non-technical research and coordinating and addressing priorities and timelines.	40%

4.	Project cost based upon assumed time commitments (Specified in section: Responsibilities Expected of the Selected Contractor)	30%
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### Technical Support

1.	Qualifications and experience of the individual assigned to the project working in a public safety environment.	15%
2.	Qualifications and experience of the individual assigned to the project with traditional land mobile radio (LMR) communication systems, trunked communication systems and other non-satellite communication infrastructure.	20%
3	Qualifications and experience of the individual assigned to the project with satellite communication systems and integrating those systems into an LMR communication environment.	35%
4.	Project cost based upon assumed time commitments (Specified in section: Responsibilities Expected of the Selected Contractor)	30%

Respondent should note that publication of this SOW does not obligate the State to award a Work Order, in whole or in part, or complete the project, and the State reserves the right to cancel the solicitation, in whole or in part, if it is considered in its best interest.

### **Response Requirements**

The following information must be provided in your proposal to this SOW:

1. Contact Information
  - a. President/CEO/Person-in-Charge: Name, address, phone, e-mail
  - b. Individual(s) assigned to this project: Name, address, phone, e-mail, and resume
2. Company Profile (if applicable)
  - a. History of company
  - b. Ownership model (partnership, public, sole proprietor, subsidiary, etc)
3. Qualifications and Experience
  - a. Describe the qualifications and experience of the individual(s) who will be assigned as project coordinator of this project.
    1. Public Safety experience (law enforcement, fire, emergency medical service, emergency management, public safety communications, other public safety experience)
    2. Land Mobile Radio (LMR) experience noting specifically any public safety communications background.
    3. Qualifications and experience of the individual(s) assigned to this project providing support to existing public safety interoperability networks and technology projects.
    4. Experience providing administrative support in a committee environment, including maintaining noted, preparing agendas, maintaining a liaison with the committee chair, conducting basic research of non-technical issues.
  - b. Describe the qualifications and experience of the individual(s) who will assigned as the technical support of this project.
    1. Public Safety experience (law enforcement, fire, emergency medical service, emergency management, public safety communications, other public safety experience)
    2. Public Safety Communications experience

3. Qualifications and experience of the individual(s) assigned to this project with existing public safety interoperability networks and technology, including information upon the scope and size (municipal, county, regional or statewide) of such projects.
  4. Qualifications and experience of the individual(s) assigned to this project with satellite communications equipment, technology and projecting for satellite time.
  - c. Report any similar projects individual(s) have conducted, and describe the results produced.
  - d. Provide the resumes of the individual(s) who will be assigned to the project.
4. Terms, Conditions, and Engagement Cost Estimate
    - a. Hourly rate cost schedule for personnel required to accomplish operations tasks and provide the program coordination and technical support.
    - b. Requirements for support from the Statewide Radio Board, the Sub-Committee and the Minnesota Departments of Public Safety and Minnesota Department of Transportation staff.
5. Each respondent needs to complete and sign in ink the attached forms and return these forms with their proposal:
    - State of Minnesota Affidavit of Noncollusion
    - State of Minnesota Location of Service Disclosure and Certification
    - Certification Regarding Lobbying
    - State of Minnesota – Affirmative Action Certification
    - State of Minnesota – Immigration Status Certification

## **Response Submission Requirements**

One copy of the respondent's proposal and cost proposal must be submitted by e-mail by September 8, 2009 at 4:00 p.m. CDT.

Late submissions will not be considered. All costs incurred in responding to this SOW will be borne by the responder. Prices and terms of the proposal as stated must be valid for the length of the project. Proposal to the Minnesota Department of Public Safety for this project must be received by the date and time indicated below.

Responses must be submitted by e-mail to the following:

Scott Wiggins, Emergency Communication Networks Division Director  
 Scott.wiggins@state.mn.us

It is anticipated that evaluations will be done on September 9, 2009. Interviews will be held only if the Minnesota Department of Public Safety deems them necessary to evaluate the proposals.

Anticipated start and end dates for this project is September 14, 2009 through September 30, 2010. If funding is available beyond September 30, 2010, and if DPS requires continued services on this project that are funded by DPS, DPS retains the option, with the projector's consent, to extend this project for up to four additional 1 year periods. The value of the project for subsequent extension periods may be adjusted.

## **General Requirements**

### **Proposal Contents**

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

information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Liability**

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 project 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 project. 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 project 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 projecter 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 project. In the event the responder was aware of an organizational conflict of interest prior to the award of the project and did not disclose the conflict to MMD, the State may terminate the project for default. The provisions of this clause must be included in all subprojects for work to be performed similar to the service provided by the prime projecter, and the terms "project," "projector," and "projecting officer" modified appropriately to preserve the State's rights.

### **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 project 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.

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the 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 attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals 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 Request for Proposal, 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; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

STATE OF MINNESOTA  
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

**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: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

## State Of Minnesota – Affirmative Action Certification

**If your response to this solicitation is or could be in excess of \$100,000**, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification**

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5 <sup>th</sup> St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	<a href="http://www.humanrights.state.mn.us">www.humanrights.state.mn.us</a>	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	<a href="mailto:employerinfo@therightsplace.net">employerinfo@therightsplace.net</a>				

## 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

Email: [MMDHelp.Line@state.mn.us](mailto: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**  
**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  
 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**

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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. B- \_\_\_\_\_ Object Code: \_\_\_\_\_

**3. STATE AGENCY**

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: \_\_\_\_\_

*(with delegated authority)*

Title: \_\_\_\_\_

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: \_\_\_\_\_