

**IT Professional Technical Services  
Master Contract Program T#: 902TS  
Statement of Work  
Staff Augmentation for Technology Services**

**Project Title: E-Support Document Management**  
**Project Skill Categories: Architecture Planning and Assessment - Technical**  
**Issued By**  
**Minnesota Department of Public Safety**  
Office of Technology & Support Services (OTSS) and Driver and Vehicle Services (DVS)

**Project Overview**

Through this Statement of Work (SOW), the Minnesota Department of Public Safety (DPS) is in need of an individual to provide the Minnesota Department of Public Safety, Driver and Vehicle Services E-Support project with staff augmentation for the following skill sets:

- Architecture Planning and Assessment – Technical – Document Management

The scope of this work for the DVS project encompasses the update, redesign and implementation of the Minnesota Driver's License and Motor Vehicle Registration Document Management systems. This work will include, but is not limited to, all associated Driver and Vehicle Systems, including any associated subsystems.

The staff augmentation position outlined here is needed to assist the DVS E-Support project staff for the associated efforts to optimize and/or reengineer processes and implement the updated requirements for an electronic-based group/family of applications required to perform the increased number of document management processes mandated by State and Federal retention schedules. The person selected through this Statement of Work process will be required to work on site at the department's office located at 444 Cedar Street, Suite 140, St. Paul, Minnesota, for security reasons.

The individual selected for this project must first pass a full criminal background check, including fingerprints, conducted by the Bureau of Criminal Apprehension (BCA), and DPS reserves the right to decline any contractor's staff accordingly. Qualified individual selected from this SOW process by the OTSS/DVS project team will be required to complete and submit the Background Investigation forms to DPS within a designated time period; DPS will provide the Background Investigation forms to the individual should the individual be selected by the OTSS/DVS project team, to advance in the selection process.

It is the intent of DPS to award a contract under the Minnesota Office of Enterprise Technology, IT Professional Technical Services Master Contract 902TS. Services for the DVS E-Support project are anticipated to begin on or about October 26, 2009 and run through June 30, 2010. It is possible that work could be extended after the specified contract period, if funding is available and additional work is needed for the E-Support Document

Management Project. DPS will retain the option to extend the contract with the selected contractor, with the applicable contractor and individual consent, for up to three additional one-year periods, not to exceed a total of five years. The value of the contract for subsequent years will be at the rate agreed to in the Minnesota Office of Enterprise Technology's IT Master Contract 902TS or at an agreed upon rate that is reflective to the current economy and approved by the Minnesota Department of Administration and the Minnesota Office of Enterprise Technology.

## **Goal**

The goal of the DVS E-Support Document Management project is to improve system operability, stability, record keeping, security, retention, and customer service for the State of Minnesota driver's license and motor vehicle registration systems.

Included in this work will be:

- Updating interfaces with other state and federal entities, DVS remote locations, DPS subcontractors, law enforcement agencies and the general public
- Improving and updating methods of operation when necessary
- Updating the driver's license and motor vehicle records that will be recorded and retrieved electronically upon demand

The results of these systems operations will be the federally mandated automatic electronic operation of driver's license and motor vehicle record checks for all official DVS sites, the legal operation of all required DVS functions in the State of Minnesota, and the transmission of data to and from law enforcement, federal agencies, and other states. These functions must be able to be performed in an electronic manner and be verifiable and updated, as required by state and federal legislation and mandates.

## **Sample Tasks**

The contractor selected and assigned by the DVS Technical Director for this project will augment existing OTSS/DVS technical staff that is currently assigned to this project, and will consult on DVS E-Support projects as directed.

The contractor selected will interface with the OTSS/DVS staff to work on integrated projects to make modifications and enhancements to existing DVS systems and implement new DVS systems that conform to the overall OTSS/DVS goals. The OTSS/DVS architecture will be consistent with the State of Minnesota Enterprise Technical Architecture available on website:

[http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-](http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-536891918&programid=536911145&sc3=null&sc2=null&id=-536891917&agency=OETweb)

[536891918&programid=536911145&sc3=null&sc2=null&id=-536891917&agency=OETweb](http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-536891918&programid=536911145&sc3=null&sc2=null&id=-536891917&agency=OETweb) the Minnesota Department of Public Safety's Security Architecture, attached to this SOW, and with the Minnesota Office of Enterprise Technology's Minnesota Electronic and Information Technology Accessibility guidelines, when applicable, available on the Minnesota Office of Enterprise Technology's website:

[http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-](http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb)  
[536891917&agency=OETweb](http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb)

The contractor selected from this SOW will augment existing OTSS/DVS Technical staff to analyze, model, document business process, gather requirements, develop, test, implement and support applications as defined by the DVS E-Support design teams and requested by the DVS Technical project manager or the DVS business management team; which may include the Tasks/Deliverables described below:

**Overviews of OTSS/DVS Technical staff augmentation position role, responsibilities and tasks assigned for the Document Management are as follows:**

- Architecture Planning & Assessment – Technical (Document Management Developer)

The technical developer for planning and assessment selected from this IT Professional Technical Services Master Contract staff augmentation process will work with OTSS/DVS business and technical staff to produce detailed software and architecture requirements & models, provide planning, analysis of data and functions, technical support, implementation and consulting support in the development of distributed and network applications and include providing direct assistance and technical support to other OTSS/DVS technical staff.

**Tasks/Deliverables to be provided by the Contractor will include but are not limited to the following:**

- The OTSS/DVS project will have a Project Plan and follow best practices for each type of work effort. Deliverables for the OTSS/DVS staff augmentation positions include but will not be limited to:

**The Architecture Planning & Assessment – Technical (Document Management Developer) will:**

- To provide expertise and leadership in the disaster recovery/document destruction of the Driver and Vehicle Services data.
- To provide expertise and leadership in the conversion of the motor vehicle microfilming to scanning
- To provide planning, analysis, technical support, implementation and consulting support to the business unit for the Driver License Application Scanning.
- To provide planning, analysis, technical support, implementation and consulting support to the business unit for the Driver License Miscellaneous Scanning.
- Take direction from the State's Senior Technical Developer for the E-Support Document Management project
- Produce detailed software models and architecture models for OTSS/DVS E-Support using design modeling methodology approved by the State to define E-Support Document Management requirements
- Analyze existing data and functions, and create models of existing systems, business rules and processes, models to be approved by OTSS/DVS management

- Provide planning, analysis, technical support, implementation and consulting support in the development of distributed system applications
- Establish standards for OTSS/DVS systems so that databases and information technologies, structures and protocols remain reliable, available, secure, and meet the needs of the customer by defining specifications and guidelines for database design and development, naming and addressing, performance evaluation, and DPS security practices
- Develop strategic and long-range Document Management Information system plans so that OTSS/DVS is able to develop and maintain interoperability with other systems and databases
- Provide expertise and leadership for the Document Management business and technical team
- Provide direct assistance and technical support to other OTSS/DVS technical staff
- Play a leadership role in analysis of application problems
- Remain abreast of data processing technology, department policy, federal policy, and state policy, so that the most current information procedures and techniques are utilized
- Participate in research and related activities for the OTSS/DVS project
- Perform other duties assigned consistent with the OTSS/DVS project

The individual selected for this project will work closely with OTSS/DVS E-Support technical staff and other Department of Public Safety personnel.

The State's intent to support the IT infrastructure with internal resources, the IT training program shall be centered around preparing State representatives to be support resources for the State. This training program shall be provided by the candidate to include, but may not be limited to, instruction on system administration, security configuration setup, networking and communications, API's, basic troubleshooting, basic data and table structure, testing and maintaining interfaces and any other training required to qualify these resources to carry out support responsibilities. This IT Training should be integrated with the Prime Vendor's knowledge transfer activities.

All aspects of this work must be provided in compliance with the Minnesota Department of Public Safety's Security Architecture, attached to this Statement of Work, and all contract deliverables must be in compliance with the State of Minnesota Technical Architecture.

## Questions

Questions regarding this Statement of Work should be emailed directly to Christine Larson at the e-mail address provided below. Questions should be received by Christine Larson no later than 2:00 p.m. Central Daylight Time on October 14, 2009. Questions received after this time may not receive responses. Questions and answers are anticipated to be posted on the Office of Enterprise Technology's web site by the end of the business day on October 16, 2009;  
[http://www.oet.state.mn.us/mastercontract/statements/mcp902ts\\_active.html](http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html)

Name Christine Larson  
E-Mail Address [Christine.Larson@state.mn.us](mailto:Christine.Larson@state.mn.us)

Other personnel are **NOT** authorized to discuss this SOW with responders, before the proposal submission deadline. Contact regarding this Statement of Work with any personnel not listed above could result in disqualification.

## Response Requirements

Three copies of the technical and cost proposals, at least one of each which is suitable for photocopying (unbound) are required.

A technical proposal is required for each individual **position** applied for, and consists of three copies of the following:

- A one page overview which states the position applied for, the person's name and detail regarding the person's qualifications and experience to perform the work., one copy must be signed in ink by an authorized representative of the company submitting the proposal
- The individual's resume, with a page including three references attached

Cost proposal, three copies, which states the hourly rate for all individuals submitted within the proposal response, which is signed by an authorized officer of the respondent's company, and at least one cost proposal must be signed in ink.

There must be complete data for the company submitting the proposal response, including the name, address, telephone number of the company, and e-mail address of the authorized person in the company, who can be contacted for questions or interviews.

The technical portions of respondent's proposal (overview, resume, references and hourly rate costs for each position and person ) must also be provided in electronic submission on a Microsoft Windows readable CD-ROM media and in an Adobe Acrobat PDF or Microsoft Word (version 98, 2000, or 2002 compatible) format.

**Signed written cost proposal is required and is to be sealed in a separate envelope labeled "Cost Proposal" and included with your written technical proposal for this project**

Late submissions will not be considered. All costs incurred in responding to this Statement of Work will be borne by the responder. Facsimile transmissions will not be evaluated, and e-mail responses will not be evaluated alone without signed original hardcopy of the respondent's technical proposal and cost

proposal. Prices and terms of the proposal as stated must be valid for the length of the contract work order.

Proposals must be received by Christine Larson no later than 2:00 p.m. Central Daylight Time on October 19, 2009 at the following location address:

Christine Larson  
Minnesota Department of Public Safety  
Office of Technical Support Services  
444 Cedar Street, Suite 140  
St. Paul, MN 55104-5140

It is anticipated that the evaluation of the responses to the Statement of Work, pre-qualification selection of individuals for the staff augmentation position, and interview process will be conducted on or about October 20, 2009 through October 21, 2009. It is estimated that a decision will be made on October 22, 2009 and respondents will be notified via e-mail.

Respondents must also complete, sign and provide the following documents with their proposal:

- Affidavit of Non-collusion
- Location of Service Disclosure and Certification
- Immigration Status Certification Form
- Affirmative Action Certification
- Certification Regarding Lobbying

Forms are attached to this Statement of Work.

## **Proposal Content**

The following will be considered to meet the qualifications. Respondents must have the minimal requirements; preference may be given to those that have both the minimal and the additional desired skills.

Respondents to this Statement of Work must provide resumes of individual they would assign to this project for the skill category identified, and the individual must have the following minimum skills and experience for the successful completion of this project:

- **Master Contract Skill Category:** Architecture Planning and Assessment - Technical

### **Minimum:**

### **Pass/Fail Required Skills:**

1. Minimum of 5-7 years of demonstrable experience required
2. Skills in JAVA, .NET, and Stellant (emphasis on Stellant and its use as a Document management system having in excess of 3 Terabytes of documents in storage. Experience with disaster recovery of Stellant based document management systems)

**Planning & Assessment – Technical (Document Management Programmer)**

1. Strong relational database design experience
2. Strong experience with migration and version control systems
3. Strong experience defining technical infrastructures (understanding how hardware, software, networks, servers, security and middleware all fit together)
4. Strong experience with web-based development and support
5. Ability to collaborate and support standardization efforts within the DPS and the State of Minnesota systems
6. Experience with state and/or local government

**Desired skills for all staff augmentation resource types:**

1. Knowledge of and experience with Department of Public Safety systems
2. Strong customer service focus and experience
3. Ability to manage a large workload and adapt to reprioritization as necessary
4. Ability to effectively present information and recommendations to management
5. Ability to read, analyze and interpret complex documents with the ability to write using original or innovative techniques or style
6. Experience working with both developers and end users
7. Ability to work efficiently and effectively alone as well as with a team

**Proposal Evaluation**

All responsive proposals received by the deadline will be evaluated by an evaluation team at OTSS/DVS. Proposals will be scored based on the first two criteria listed below to determine respondents who will be interviewed.

The total number of points awarded will be calculated and weighted for the percent basis listed below, then converted to a 100 point basis, for the final score.

The factors and weighting on which proposal will be judged are:

- |  |     |
|--|-----|
| 1. Capabilities of individual based on experience and background on similar projects.  | 30% |
| 2. Relevance of References – this will be equally weighted based on quality, relevance and the work recommendation from the reference for the person evaluated | 5%  |
| 3. Results of interviews with representatives of OTSS’ evaluation team   | 35% |
| 4. Price (sealed cost proposal)  | 30% |

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

## **General Requirements**

### **Affidavit of Noncollusion**

Each responder must complete the attached Affidavit of Noncollusion and include it with the response.

### **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.

### **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 liability language for this contract work order will be the following:

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 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.

### **Organizational 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.

### **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.

### **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.

### **Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, responders are required to complete the attached Affirmative Action Data page and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R.5000.3400 - 5000.3600 are available upon request from the contracting agency."

### **Certification Regarding Lobbying**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached **Certification Regarding Lobbying** and submit it as part of its proposal.

### **Sample Work Order**

A sample Contract Work Order is attached to this SOW for your reference.

**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 State of Minnesota \_\_\_\_\_ Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;
4. That I am fully informed regarding the accuracy of the statements made in this affidavit; and
5. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in this reverse auction.

Responder's Firm

Name: \_\_\_\_\_

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: \_\_\_\_\_

## 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 – 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	(651) 296-5663	Toll Free:	800-657-3704
Web:	<a href="http://www.humanrights.state.mn.us">www.humanrights.state.mn.us</a>	Metro:			
Email:	<a href="mailto:employerinfo@therightsplace.net">employerinfo@therightsplace.net</a>	Fax:	(651) 296-9042	TTY:	(651) 296-1283

**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**  
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**

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: \_\_\_\_\_

## Minnesota Department of Public Safety's Security Architecture

Minnesota Department of Public Safety divisions and their vendors should be aware of the department's security architecture when designing and/or implementing applications or installing network devices on departmental resources.

### Web Based Applications and/or Servers

Web Based Applications should be based upon Microsoft Internet Information Server unless there is compelling business needs to use some other Web Server environment.

Web Based Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based. The department does not support IPX and/or SPX traffic.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

### Database Applications and/or Servers

Database Applications should be based upon Microsoft SQL Server unless there are business needs to use some other Database Server environment.

Database Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based. The department does not support IPX and/or SPX traffic.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

### Email Based Applications and/or Servers

DPS divisions and/or their vendors are encouraged to use the department's email system where appropriate.

Email Based Applications should be based upon Microsoft Exchange Server unless there is compelling business needs to use some other Web Server environment. Email Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based. The department does not support IPX and/or SPX traffic.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

### Applications and/or Application Servers

DPS divisions and/or their vendors will need to discuss with the departmental Security Manager as to the appropriate placement of applications and application servers.

### Data Privacy

Since some departmental data is classified as private, this type of data must be protected during transport across public networks and possibly in storage. The department has implemented Virtual Private Network (VPN) technology to aid in the transport of private data.

Contact the departmental Security Manager for discussions on the use of this technology.

#### Vendor Remote Access

Remote vendor access for technical support will occur when there is a valid business need, through a secured and monitored VPN. If persistent access is required, the VPN will use two-factor authentication. If one time access is required, VPN access may be granted using a strong password. This remote VPN access shall be limited by the firewall and/or VPN server to the specific protocols, ports, and servers needed.

Vendor staff may be required to undergo a background criminal history check in accordance with DPS Policy #5100 Information Resources Security and Acceptable Use.

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