

**IT Professional Technical Services
Master Project Program
T# 902TS
Master Contract Skill Category: Project Management**

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

Minnesota Department of Public Safety

Project Title

Minnesota Statewide 911 Network Implementation Project (Staff Augmentation and Technical Support)

Business Need

Background

The Department of Public Safety (DPS), Division of Emergency Communication Networks (DECN) coordinates network elements of Minnesota's 911 emergency telecommunication systems. Through that network, the public is provided rapid access to emergency services. It is a simple concise way to reach police, fire and emergency medical services, which saves time for the caller and reduces overall response time for emergency service providers. The enhanced 911 system allows caller location to be displayed to the 911 call taker so help can be sent even if the caller does not or cannot provide an address, or, as in wireless calls, may be at a location that has no address. Statewide 911 answering is provided by 87 county 911 systems, 10 city systems, 10 public safety answering points (PSAPs) operated by State Patrol, and three PSAPs operated by other government agencies.

The universal emergency 911 number is available throughout the state of Minnesota on wire-line and wireless phone lines. For wireless telephones, Federal Communication Commission (FCC) rules (Title 47, CFR 20.18) require the wireless carriers to put all 911 calls through to a PSAP, even if the caller is a non-subscriber. During 2005, the FCC enacted rules to require access to 911 from inter-connected Voice over Internet Protocol (VoIP) wire-line telephones to include location and callback number including the use of the wireless enhanced 911 technology where available (Title 47, CFR, Part 9). Because Minnesota had deployment of wireless enhanced 911 throughout the state, Minnesota PSAPs were prepared for the initial implementation of enhanced 911 service for inter-connected VoIP services. The 911 Program at the Department of Public Safety (DPS) provides technical assistance to the cities and counties implementing, maintaining, and improving 911 systems, and oversees system standards. It also pays from money collected through a monthly statewide fee, the state's share of wire-line and wireless 911 costs authorized by Minnesota Statutes, Section 403.11 and contracted for with carriers; and administer payments to 911 agencies in accordance with Minnesota Statutes, Section 403.113. Statewide 911 Emergency Telephone Service Program Report for 2008

This project relates to the transition of Minnesota's 911 emergency telecommunication network from a circuit based environment to an Internet Protocol (IP) enabled environment. The transition of traditional telecommunication services to an IP enabled environment (Voice of IP) has been occurring over the last 10 years. At the national level, the impact of this transition has been the focus of the Federal Communications Commission, U.S. Department of Transportation, National Emergency Number Association (NENA) and the Association of Professional Communication Officers (APCO). Similarly, 911 customer premise equipment (CPE) providers are now offering IP enabled equipment necessary for a transition of existing 911 networks to an IP enabled environment.

Over the last two years, DECN has coordinated an assessment of the existing 911 network in Minnesota. This assessment included an assessment of the network elements and of the 911 CPE used by each PSAP. Stakeholder involvement (PSAP administration and public safety agencies) has been a critical piece of this assessment and planning process. Based upon that assessment, DECN developed a Request for Proposal for telecommunication and network services necessary to transition Minnesota's existing 911 emergency telecommunication network to an IP enabled environment. The RFP was published by the Department of Administration on June 5, 2008. Responses to the RFP were due on August 29, 2008. After an extensive evaluation of the proposals received as a result of the RFP, a vendor has been selected as Minnesota's IP enabled network provider.

The vendors proposal provides for a phased implementation of an IP enabled network, as follows:

Phase 1 – Establish Interoperability Between Existing 9-1-1 Service Providers

The goal of the first phase is to create an interoperable network between the two existing 9-1-1 service providers and the NG9-1-1 solution to provide fully enhanced (ANI and ALI) 9-1-1 calls between PSAPs across service provider networks. This first phase would include installing TDM to IP gateways and corresponding selective router (SR) interfaces at each of the current selective router/tandem locations to establish IP connectivity. The gateways would be sized to support the expanding NG9-1-1 traffic requirements as the project progresses to the next phase. These gateways would be the entry or access point to and from the TDM environment to the IP environment. In the first phase, the gateway connectivity is required to provide PSAP-to-PSAP call transfer capabilities between the existing 9-1-1 network service providers. In addition to these connectivity requirements, the PSAPs will require ALI support with the transferred calls. This initial deployment would not be required to be fully redundant since it would only be utilized for limited 9-1-1 services and, hence, would not be require full redundancy.

Phase 2- Establish IP Connectivity to Select PSAPs (Pilot Project)

The goal of the second phase is for the NG9-1-1 service provider to deploy the Next Gen network elements, equipment and feature functionality to a select group of PSAPs and demonstrate a successful migration plan. This second phase would include installing IP private ports and local loops to the IP to TDM gateways placed at each of the selective PSAPs.

Phase 2 - Selected Deployment

- Connect IP to a select group of PSAPs for testing:
 - Connect IP to a Qwest PSAP bordering an IS PSAP
 - Connect IP to an IES PSAP bordering a Qwest PSAP
 - Connect IP to a Qwest PSAP
 - Connect IP to an IES PSAP

- Test IP network functionality and report
- Test gateway and routers installed and report
- Bandwidth needs confirmed and assessed
- Review and adjust PSAP migration plan

Phase 3 – Establish a Fully-Redundant Statewide IP Network

The third phase establishes a fully-redundant IP network by implementing the redundant paths to all the PSAPs in the state. This phase is a partial replication of Phases 1 and 2 as it duplicates and expands gateways and network components for a geographically diverse and fully-redundant network capable of supporting NG 9-1-1 applications. The requirement for a flexible timeline is to limit duplication of expenses while each PSAP migrates its 9-1-1 data and TDM voice components to the new IP-based network. PSAPs will not migrate fully to the IP network until full redundancy is available. The full completion of Phase 3 is dependent on the availability of diverse network elements and the PSAPs' plans to implement i3 capable CPE equipment. PSAPs that choose not to implement IP-enabled CPE will be required to utilize IP to TDM gateways to interface the redundant IP network to the legacy PSAP CPE.

Project Objectives

The purpose of the Minnesota Statewide 911 Network Implementation Project is to provide staff augmentation and technical and project support to DPS 911 Program Manager:

1. Deployment Assistance/Implementation Oversight

The overall objective of this portion of the project is to support the transition of the existing 911 emergency communication network from a traditional telecommunication network to an IP enabled network.

Project Tasks and Deliverables

Lists of Tasks and Deliverables

- NG911 Network Implementation Oversight
 - Develop a site acceptance testing criteria for NG911 network implementation.
 - Perform at least one site acceptance testing process to demonstrate the requirements.
 - Provide a monthly written summary or automated summary report of work completed by the NG911 service provider demonstrating the following:
 - work completed over the preceding month
 - cumulative work completed to date, and
 - work scheduled to be completed in the next month.
 - Conduct and participate in quarterly project status meetings with selected NG911 Service Providers and DECN project manager and DECN staff.
 - Coordinate and participate in weekly progress meetings (generally by conference call) with NG911 Service Provider throughout the course of the project.
 - Support periodic (weekly/monthly) project progress reviews with DECN project manager and DECN staff.
 - Identify and report any technical problems or issues related to the implementation and seek resolution of those issues where appropriate.
 - Identify and report risks and quality issues related to the implementation and seek resolution where appropriate.
 - Oversee and manage (including appropriately documenting) the change management process.
 - Identify and report NG911 training issues identified during the NG911 implementation process.

- 911 Stakeholder Support
 - Meet at least once with each of the 7 regional PSAP Technical Operations Meetings
 - Develop Communication plan and documentation for stakeholder meetings
 - Document outcomes
- NG9-1-1 Network Pilot Project Oversight
 - Oversight of transition and deployment timeline development Develop Pilot PSAP selection criteria
 - Review and approve pilot system test plans
 - Support at least one (1) on site pre-cut functionality testing
 - Support at least one (1) on site cut-over and post cut functionality testing
 - Support at least one (1) on site visit and critique at least (2) PSAP training sessions
 - Review network “as built” overview diagrams
- Interoperability Design and Plan Support
 - Oversight of project timeline, tasks and responsibility matrix
 - Analysis of ANI/ALI data transfer and call origination methodology
 - Analysis of Selective Routing methodology
 - Review of bandwidth sizing requirements
 - Review of redundancy, diversity and service assurance measures
 - Review final network design
 - Ensure service support per contract requirements
 - Review all network design diagrams
 - Identify risks and review mitigation plans
 - Review PSAP acceptance test plan templates

Project Milestones and Schedule

The anticipated contract start date is November 5, 2009 and continue through November 4, 2010, with the option to extend this project for two 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

DECN will assign a project manager to this project who is an employee that reports to Scott Wiggins.

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 2007
- Finalized reports in Adobe Acrobat
- Spreadsheets in Microsoft Excel 2007

Responsibilities Expected of the Selected Contractor

The overall project management for this project will be the responsibility of DECN's 911 Program Manager. The proposed contractor responsibilities in this project are outlined in the Project Deliverables.

Required Skills

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

- **Master Contract Skill Category:** Project Management
- Demonstrated background and understanding of public safety communication systems and the public safety communication environment.
- Demonstrated background and understanding of IP enabled telecommunications and the transition of the 911 emergency telecommunication network to NG911.
- Demonstrated background and understanding of 911 network and operational standards of the National Emergency Number Association (NENA) and the Association of Public Safety Communication Officers (APCO).
- At least 5 years experience with the technical elements of 911 emergency telecommunication network (wired and wireless)
- At least 5 years experience working with 911 emergency telecommunication communication environment.
- Demonstrated background and experience in applying program management principals in the implementation of a 911 emergency telecommunication project.
- Ability to establish timelines and schedules and to complete tasks within those timelines and schedules.
- Demonstrated success related to communication with vendors, customer presentations and project summaries.
- Demonstrated success in documentation of projects, written reports and status reports.

SOW Process Schedule

Deadline for Questions	10/23/2009	2:00 p.m. CDT
Response to Questions posted on OET website	10/27/2009	4:00 p.m. CDT
Proposals Deadline	10/30/2009	4:00 p.m. CDT
Anticipated proposal evaluation begins	11/02/2009	
Anticipated proposal evaluation & decision	11/03/2009	

Questions

Questions regarding this SOW should be e-mailed or sent in writing directly to Jackie Mines, and must be received no later than 2:00 p.m. Central Daylight Time on October 23, 2009. Questions received after that time may not receive responses.

Jackie Mines, 911 Program Manager
Emergency Communication Networks Division
Minnesota Department of Public Safety
444 Cedar Street, Suite 137
St. Paul, MN 55101-5137

FAX: 651-201-7550
e-mail: jackie.mines@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website on October 27, 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:

1.	Qualifications and experience of the individual assigned to the project working in a public safety communications environment dealing with 911 emergency communication networks.	10%
2.	Qualifications and experience of the individual assigned to the project with technical aspects of Minnesota's 911 emergency communication networks, wired and wireless telecommunications technology as it relates to 911 emergency communication and Voice over Internet Protocol technology as it relates to the implementation of Next Generation 911 systems.	35%
3	Qualifications and experience of the individual assigned to the project in providing project management support, including administering stakeholder groups, technical research and coordinating and addressing priorities and timelines.	25%
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. Analog and Internet Protocol (IP) 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 notes, 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 be 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 Next Generation networks and IP network design.
 - 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.
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 October 30, 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:

Jackie Mines, 911 Program Manager
Emergency Communication Networks Division
Jackie.mines@state.mn.us

It is anticipated that evaluations will be done on November 2, 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 November 5, 2009 through November 4, 2010. If funding is available beyond November 4, 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 two 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 th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283
Email:	employerinfo@therightsplace.net				

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

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: _____