

IT Professional Technical Services Master Contract

Statement of Work (SOW) For Technology Services

**Issued By
Minnesota Department of Administration**

Project Title: Real Property Archibus Support

**Service Category: Database-MS SQL; Training-Instructor-Led;
Web Application Specialist-Java/JSP/Servlets; Web Design &
Development-HTML/XML/DHTML CSS JavaScript**

Business Need

The State of Minnesota has purchased Archibus software to manage its real property portfolio under the custodial control of 17 agencies, consisting of approximately 30 million square feet in 6,000 buildings statewide. Archibus is used to collect and analyze data and manage building space, building operations and maintenance, furniture, fixed assets and equipment, building condition assessment, move management and project management. The implementation is in the Windows and web environments. There is a business need for a vendor to provide system support, training and consulting services to maintain and upgrade the state enterprise Archibus system. Vendor must be qualified in one or more of the service categories stated above.

Project Deliverables

1. Provide unlimited phone support to the State TIFM (Total Infrastructure Facilities Management) Administrator and other designated staff for existing Archibus Windows and web development and production environments.
2. Provide on-site support for identifying business needs to be addressed as part of upgrade to new Archibus version and assistance in development of related work plans.
3. Provide training, support and programming for one Archibus version upgrade and related customization needs. The State intends to upgrade to an "out of the box" version of Archibus with modifications to meet state agency business needs.
4. Provide on-site training and support to the State TIFM (Total Infrastructure Facilities Management) Administrator and other designated staff on the Archibus version upgrade. On-site training and support will be periodic and are estimated to be 3 to 10 days per month, not to exceed 180 days.
5. Provide on-site training and technical support for Archibus data migrations from four legacy systems to Archibus version upgrade.
6. Provide unlimited phone support to the State TIFM (Total Infrastructure Facilities Management) Administrator and other designated staff for upgrading to the State's existing Test environment.

Project Milestones and Schedule

1. Project Start Date: December 15, 2009
2. Key deliverable dates: As required by the State TIFM Administrator and the METT, (Minnesota Enterprise TIFM Team).

Project Environment (State Resources)

1. Minnesota Department of Administration staff resources: System Administrator at 100% time
2. Project Staff: METT members - 14 at 50% to 100% time for agency support and implementation
3. Infrastructure: Windows virtual servers and Websphere servers.

Responsibilities Expected of the Selected Vendor

Vendor staff will provide technical application support, and training.

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

Required minimum qualifications of staff providing services:

1. Three years of experience with Archibus software upgrades.
2. Three years of experience with Archibus system architecture.
3. Three years of experience with XML and Java in the Archibus environment.
4. Three years of experience with Archibus Web Central and Archibus Windows Modules. Archibus modules include, Space, Building Operations, Furniture and Equipment (Fixed Assets), Move Management, Condition Assessment and Project Management.

Process Schedule

- | | |
|--|---|
| 1. Publish Statement of Work | 11/02/2009 |
| 2. Deadline for questions | 11/09/2009, 2:00 p.m. Central Standard Time |
| 4. Posted response to questions on OET website | 11/16/2009, 2:00 p.m. Central Standard Time |
| 5. Proposals due | 11/20/2009, 2:00 p.m. Central Standard Time |
| 6. Anticipated proposal evaluation begins | 11/23/2009 |
| 7. Anticipated proposal evaluation & decision | 12/07/2009 |

Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by November 9, 2009 at 2:00 p.m. Central Standard Time.

To: Fred Anderson,
State of Minnesota
Department of Administration
Real Estate and Construction Services
50 Sherburne Avenue, Room 309
St. Paul, MN 55155
Email address: fred.j.anderson@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by November 16, 2009 at 2:00 p.m. Central Standard Time. (www.oet.state.mn.us).

SOW Evaluation Process

1. All proposals will be evaluated based on the following criterion:
 - a. Understanding of the State project and ability to complete the work in a timely manner (20%)
 - b. Experience with similar projects (15%)
 - c. Three references for clients with similar needs as the State of Minnesota (10%)
 - d. Skills of staff (25%)
 - e. Cost (30%)
33.33% for each of the three (3) services listed in item 8 on page 3 of this Statement of Work
2. The evaluation team will consist of the State TIFM Administrator and three (3) to four (4) Agency Administrators who are METT members.
3. The State reserves the right to issue work orders to multiple firms.

Response Requirements

1. Introduction
2. Company overview
 - a) Provide company description, history and growth
 - b) Provide current financial data
 - c) Provide a list and describe experience on similar projects
 - d) For firms with multiple office locations, briefly summarize locations
3. Project Overview
 - a) Describe your understanding of the project
 - b) Describe your service delivery
 - c) Describe unique qualifications, if any
4. Staff Overview
 - a) Provide resumes of staff assigned to this project and office location
 - b) Provide responsibilities of staff assigned to this project
5. Provide three clients references for which the firm has provided similar services
6. Provide Statement regarding any conflict of interests
7. Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - d) Immigration Status Certification <http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
8. Provide cost proposal in the following format:

Description of work:	Rate per hour (vendor to fill in)
a) Cost of unlimited phone support for all State Archibus environments from December 15, 2009 through June 30, 2011.	
b) Cost per hour for on-site training and support for upgrades, installations, application features and functions.	
c) Cost per hour for on-site programming and web modifications within the State's Test environment.	

Proposal Submission Instructions

1. Submit narrative proposals by email to Fred Anderson: Fred.J.Anderson@state.mn.us
2. Submit cost proposals by email to Jake Carson: Jake.Carson@state.mn.us
3. Subject line in the email must be labeled: Real Property Archibus Support.
4. Response due date is November 20, 2009 by 2:00 p.m. Central Standard Time. Proposals will not be accepted after this due date and time.

General Requirements

1. Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a 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.

2. Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

3. 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 organizational 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.

4. Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

5. 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.

6. Indemnification and Hold Harmless

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

STATE OF MINNESOTA

IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. Compensation. The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Liability

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.