

IT Professional Technical Services Master Contract

Statement of Work (SOW) For Technology Services Issued By

Minnesota State Retirement Systems

Project Title – Technical Implementation Expert

Service Categories: Architecture Planning & Assessment – Security; or Architecture Planning & Assessment - Technical

Business Need

MSRS has embarked on an effort to redesign our current network architecture with an emphasis on enhanced security controls. Phase 1, of this multi-phased project, has produced a redesigned network architecture and Enterprise Architecture portfolio (complete with design standards and schematics), an installation work plan and associated installation and validation checklists, key production metrics and measurements, migration and implementation tasks and expected post implementation support tasks, and recommendations for Phase 2 roles and skill levels of support personnel.

MSRS is in need of a Technical Implementation Expert to direct the implementation of the results of Phase 1 architecture and design. This position requires:

- a) participating in the evaluation of Statement of Work responses to Phase 2B
- b) assisting in designing and creating a product demonstration lab and test plans to ensure hardware vendors and implementation solutions meet all the required criteria
- c) providing training and assisting in the development of documentation of solution choices
- d) developing a migration and implementation strategy
- e) providing project management skills
- f) collaborating with MSRS Network Administration Group to ensure the successful implementation and verification of production systems.

The Project Approach

This project is divided into four separate phases, each requiring its own Statement of Work or Informal Solicitation:

Phase 1 - Network Redesign MSRS is seeking a vendor-neutral contractor to recommend a network redesign that includes the reutilization of existing hardware where appropriate and specifying the acquisition of new hardware where applicable including all supporting software to meet our current business requirements. While it is impossible to predict changing business requirements, the redesign plan, when completed, will be open and flexible enough to allow future growth and change. The vendor who is awarded Phase 1 is precluded from bidding on Phase 3 of this project. Phase 1 vendor may respond to Phase 2A or Phase 2B, but not both. The Phase 1 target completion date is January 4, 2010.

Phase 2A – Technical Implementation Expert (Applies to this Statement of Work) The successful responder will be involved in the Phase 2B Statement of Work response review, will recommend a vendor(s) for the domain solutions, will create a test lab, design a strategy and plans for the proposed vendor solutions, develop a strategy for data migration and implementation of the new network components and the production system implementation from Phase 2B. The vendor who is awarded Phase 2A, is precluded from responding to the upcoming Network Architecture Review & Redesign, Phase 2B, where the vendor selection for hardware solutions will be completed, or Phase 3 for the system verification.

Phase 2B – Equipment Selection and Implementation During this phase, Statement of Work responses will be reviewed, vendor solutions will be selected and tested in the lab environment. Final selection and implementation will be completed. The successful vendor(s) will coordinate their efforts with the Technical Implementation Expert.

This Statement of Work is targeted to post the week of February 15, 2010. The successful vendor from Phase 1 may bid on Phase 2B, but there is no guarantee that if selected for Phase 1, Phase 2B will be awarded to the same vendor. The vendor(s) who is awarded Phase 2B is precluded from bidding on Phase 3 of this project.

Phase 3 – Verification This phase will verify that the Phase 2B implementation met the Phase 1 redesign plan. Outstanding implementation issues identified will be rectified in this phase.

Business Project Requirements

The goal of this Statement of Work is to evaluate and select an experienced, vendor-neutral, Technical Implementation Expert who will assist MSRS in the evaluation of vendor hardware solutions for the redesign of the MSRS network. To facilitate the vendor selection, this position must perform the following services in conjunction with the MSRS IS Network Administration Group:

1. Provide multi-vendor/multi-domain/multi-technology oversight
2. Implement designed Infrastructure/Security architecture
3. Configure domains and mentor MSRS IS Network Administration Group:
 - a. Switch/Routers
 - b. IP/VLAN/Routing/OS
 - c. Wireless controller based systems
 - d. Telephony-VoIP systems
 - e. Firewalls
 - f. VPN appliances
 - g. Load balance appliances
 - h. IPS appliances
 - i. Monitoring/Alerting
4. Provide vendor management
5. Design lab architecture
6. Create test plan
7. Implement and manage product demonstrations per domain
8. Pilot implementation and management
9. Evaluate systems integration
10. Create production migration strategy and work plans
11. Provide project management

Project Deliverables

Required deliverables include:

- Finalize the approach and develop implementation project plans and milestones for the execution of the implementation of Phase 2B.
- Assist in the development of the RFP for Phase 2B
- Assist in the evaluation of written RFP responses for Phase 2B.

- Lead proposal technical review discussions with MSRS evaluation team.
- Coordinate and conduct the follow-up interviews with vendors to ensure clear communications of requirements and product capabilities.
- Recommend first vendor-cut based on RFP solutions reviewed collaboratively with the MSRS Evaluation Team.
- Work with MSRS staff to create a lab environment for demonstration of all first cut vendor equipment and proposed solutions. This includes creating lab design and test plans.
- Demonstrate and document outcomes in testing like-domain equipment.
- Collaborate with the MSRS Evaluation Team for the final vendor selection based on lab test outcomes.
- Build lab environment after each successful round of domain testing.
- Pilot full production systems and test functionality and capability.
- Discuss and solidify a monitoring and alerting strategy utilizing pre-production equipment and vendor solutions.
- Develop and implement a specific migration strategy and implementation execution work plans based on vendor selections and best practices.
- Implement production equipment and solutions in the MSRS environment.
- Verify production systems and services for proper functionality and capability.
- Provide project management throughout project.
- Provide knowledge transfer to IS Network Administration Group throughout project.
- Ensure that production equipment and services meet or exceed all architecture and design goals.

Responder may add additional deliverables that add value to the project. Any deliverables added, must be priced separately from the deliverables listed above.

Project Environment (State Resources)

- Staff descriptions:
 - a) There are two high level and four mid-range Information Systems staff involved with the project.
 - b) The Project Manager is Al Cooley, IS Manager (or designee).
 - c) Organizational structure of the project: Judy Hunt, MSRS Asst. Executive Director, Al Cooley, IS Manager, Bart Wallace System Security Engineer and four additional network staff.
 - d) The Network Administration Group is responsible for the installation, upgrade and maintenance of a Novell network system used by approximately 100 staff.
- System Environment:

General. The MSRS network infrastructure supports 90-plus employees located in our central office at 60 Empire Drive in St. Paul, and four satellite offices in Mankato, Detroit lakes, Duluth and St. Cloud. Each satellite office runs through an Enterprise WAN and is occupied by less than five employees.

Network. The current network operates with Cisco products, including a VoIP system and runs on a Novell network. We have dedicated lines to two third-party vendors, independent of the enterprise WAN.

Agency Project Requirements

Implementation requirements include:

- All work will be done at the St. Paul office, Empire Drive. We estimate 40 hours per week required through July 30, 2010.
- Requires IS Network Administration Group training and knowledge transfer.
- Any work requiring downtime of system equipment must be done after business hours.

- Compliance with the Statewide Enterprise Architecture is required (<http://www.state.mn.us/cgi-bin/portal/mn/jsp/content.do?agency=OT&id=-8484&subchannel=-536879593>) .
- Compliance with Statewide Project Management Methodology (<http://www.state.mn.us/cgi-bin/portal/mn/jsp/content.do?contentid=536879578&contenttype=EDITORIAL&template=&id=-8484&subchannel=-536879888&sc2=null&programid=536879656&agency=OT/>) .
- Compliance with applicable industry/agency standards is required.

Responsibilities Expected of the Selected Vendor

- A written proposed change management process is required. Out of Scope items will be treated under a separate Amendment.
- Vendor staffing will be approved by MSRS.
- Conduct project meetings with MSRS project team.
- Conduct weekly progress reports with MSRS management.
- Provide project documentation for each deliverable.
- Providing training/ knowledge transfer of process to project team.
- Testing and acceptance criteria will be approved by MSRS.
- Work-plan with milestones must be submitted.

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

Required minimum qualifications are:

- Master Contract resource type(s)/ categories include Architecture Planning & Assessment – Security; or Architecture Planning & Assessment Technical.
- Five years demonstrated experience of project management and technical implementation experience with multiple vendors utilizing multi-vendor domains. Three references are required.

Process Schedule

ACTIVITY	TARGET DATES
Statement of Work Posted	December 30, 2009
Questions Due	January 7, 2010 10:30 AM CT
Answers to questions posted	January 8, 2010 3:00 PM CT
Statement of Work Closes	January 11, 2010 11:00 AM CT
Responses Due	January 14, 2010 3:00 PM CT
Finalist selected	January 19, 2010
Contract negotiations completed	January 26, 2010
Project kick off meeting	January 27, 2010
Project time line due to MSRS	February 4, 2010
Contract end date	July 30, 2010

Questions

MSRS personnel are not permitted to discuss this Statement of Work with anyone, including responders, before the proposal submission deadline. In order to address any questions or concerns responder's questions should be submitted via e-mail to Al.Cooley@state.mn.us by Thursday, January 7, 2010 at 10:30AM CT. The answers to the questions will be posted on the Office of Enterprise Technology website at: http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html by the end of business January 8, 2010.

Evaluation Process

Proposals will be evaluated based on the following criteria:

All responses received by the deadline will be evaluated by the MSRS Selection Committee. The Selection Committee will individually evaluate and score proposals based on established criteria and best value to MSRS. Any proposal that does not fall within a competitive range at the end of this phase will be excluded from further evaluation. During this phase, the Selection Committee will identify areas, if any, requiring further clarification. MSRS will notify responders if it has questions or if any issues exist requiring clarification and firms must then respond in writing within a specified timeframe.

The cost proposal will not be opened by the Selection Committee until after the qualifications points are awarded. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are:

1.	Expressed understanding of project objectives	10%
2.	Deliverables and work plan	30%
3.	Qualifications/experience of personnel working on the project	25%
4.	Cost detail	30%
5.	Extent to which services will be performed within the U.S.	5%

- **Three references must be included or the response will not be considered.**

Response Requirements

Responses submitted to this Statement of Work must contain certain necessary information essential to understanding and evaluating the proposals. The intent is not to limit the content of the response. Responders may propose additional tasks or activities if they will substantially improve the services desired by MSRS. The emphasis should be on the vendor's ability to satisfy the requirements of the Statement of Work. Information submitted in the response must be current, complete, and accurate. Misrepresentation of the response data will be grounds for rejection of the response or cancellation of the Work Order (if one has been awarded), and legal remedies may be sought.

To facilitate the Evaluation Team's review of proposal, firms must submit five (5) copies of each proposal, **without the contract cost specifications**. Each proposal must contain a transmittal letter (or copy thereof) that is signed in ink by an authorized member of the firm. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. Proposals must be sealed in mailing envelopes or packages with the respondent's name and address clearly written on the outside. Package labeling should also indicate if the firm is submitting one or multiple packages (i.e. 1 of 2). The package containing the original copy of the Transmittal Letter should be clearly labeled "Contains Original".

MSRS assumes no liability for payment of expenses incurred in the preparation and submission of the response. All materials submitted in response to this Statement of Work will become the property of MSRS. Materials received will be considered PUBLIC information and will be open to public inspection in accordance with the Minnesota Statutes Chapter 13, the Minnesota Data Practices Act, after the Work Order has been executed.

Vendors responding to this Statement of Work must follow a specific outline in order to facilitate MSRS' review and evaluation procedure for all proposals. Items to be included under each section are described below:

1. Transmittal Letter
2. Executive Summary
3. Expressed Understanding of Contractor's Responsibilities
 - a. Include three references of similar work completed
4. Detailed Proposed Work Plan
 - a. Identify Technical Implementation Manager and qualifications
 - b. Identify any sub-contractors involved
5. Cost Specifications (**One copy must be provided in a separately sealed envelope.**)
 - a. Identify expiration date of cost quote
 - b. Include cost break down of tasks within project
 - c. Include estimated project hours and hourly rates
6. Liability Limitations
7. Assigned Architect's Qualifications
8. Firm Information
9. Forms Completion:
 - a. Affidavit of non-collusion Attachment A
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - b. Affirmative Action Certification:
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - c. Location of Service Disclosure Attachment B
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - d. Veteran-Owned/Service Disabled Veteran-Owned Preference Form, if applicable. Attachment C
 - e. Immigration Status Certification:
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>

Proposal Submission Instructions

- All responses must be in writing and delivered to:
Sue Willinger, Contract Management
MSRS
60 Empire Drive, Suite 300
St. Paul, MN 55103-2088
- All proposals must be received no later than **3:00 p.m., Central Time, Thursday, January 14, 2010.**
- **Late responses will not be considered.**
- Please submit **five (5)** copies of the proposal and one set of work samples. No project cost information should be included in the response. Responses must be sealed in an envelope with company name and address clearly labeled on the envelope. A separate, single cost proposal must be sealed and labeled "Cost Specifications" with your company name. Each copy of the proposal must be signed in ink by an authorized member of the company.

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.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent

preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

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 t does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the Statement or Work if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

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.

ATTACHMENT A

**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 Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

(Rev. 12/00)

ATTACHMENT B

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: _____

ATTACHMENT C

STATE OF MINNESOTA VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

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 include certified small businesses that are majority-owned and operated by either (check the box that applies and attach the certification documents required with your response to this Statement of Work:

- (1) recently separated veterans, who are veterans as defined in Minn. Stat. §197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or
- Required Documentation:
- certification by the United States Department of Veterans Affairs as a veteran-owned small business
 - discharge form (DD-214) dated on or after September 11, 2001 with condition honorable
- (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.
- Required Documentation:
- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

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 Statement of Work 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> .

You must submit this form and the documentation required above with your response in order to be considered for this preference.

ATTACHMENT D

PROFESSIONAL/TECHNICAL CONTRACT

FINAL PAYMENT APPROVAL FORM

In accordance with Minn. Stat. § 16C.08, subd. 5(b): This is to certify the final product of the professional/technical contract # _____ with _____ has been reviewed by the agency head and the contractor has satisfactorily fulfilled the terms of the contract. Final payment to the contractor is hereby released.

AUTHORIZED AGENT:

Name _____
Title _____

Date _____

AGENCY HEAD APPROVAL:

Name _____
Title _____

Date _____

Name _____
Title _____

Date _____

Name _____
Title _____

Date _____

STATE OF MINNESOTA

IT Professional Services Master Contract 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.

Recitals

1. Under Minn. Stat. § 15.061 [INSERT ADDITIONAL STATUTORY AUTHORIZATION IF NECESSARY.] the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

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 projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]

B. *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 \$_____.

C. *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 Liability

[Insert liability language that was either required in the Statement of Work or, if options were offered and scored as part of the evaluation process, insert the liability language that was proposed by the contractor and approved by the agency.]

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

6 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.

1. STATE ENCUMBRANCE VERIFICATION 2. STATE AGENCY

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

By: _____ By: _____

(with delegated authority)

Date: _____ Title: _____

CFMS Contract No. _____ Date: _____

3. CONTRACTOR

The Contract or certifies the appropriate person(s)

Have executed the contract on behalf of the Contractor as

required by applicable articles or bylaws

By: _____

Title: _____

Date: _____