

# IT Professional Technical Services Master Contract Program

Statement of Work (SOW)-CR#2979

**Issued By**

**Minnesota Pollution Control Agency**

**Project Title: Consolidated Emissions Data Repository  
(CEDR)-Redesign**

**Service Categories:**

**Responders must be approved for one of the following categories in order to be considered:**

- **Analyst – Technical**
- **Architecture Planning & Assessment**
- **Web Applications Specialist - .NET**
- **Database – Oracle**

## **Business Need**

The Minnesota Pollution Control Agency (MPCA) is redesigning its air emission inventory system to consolidate its criteria, air toxic, and greenhouse gas inventories into one database and to create an electronic reporting system for facilities that submit emissions information to the MPCA.

Redesign is being driven by these factors:

*Technological Vulnerabilities.* Current criteria and air toxics emissions inventory (EI) estimations are performed in two databases and applications: DELTA (MPCA database) and RAPIDS2 (Great Lakes Commission database). Data from DELTA must be extracted and transferred to RAPIDS2 for submittal to EPA and to allow emission calculations that DELTA is not designed to perform such as PM2.5 and ammonia. RAPIDS2 is being replaced with RAPIDS3 and the MPCA prefers to eliminate the data synchronization to the extent possible, rather than replace the existing synchronization system.

*Less Time to Submit to EPA.* EPA has recently shortened the timeframe for the MPCA to submit the inventory from an 18 month cycle to 12 month cycle. Currently, emissions information is manually entered into three separate emissions databases. A consolidated inventory system in combination with a web-based emissions reporting system would save an estimated 5-7 months.

*New Pollutants to Inventory.* New state legislation and federal greenhouse gas reporting rules are also increasing the need for the state to improve tracking of greenhouse gases and mercury.

It will be difficult for inventory staff to meet the requirements of the new EPA reporting deadline and the new state legislative requirements without having a more streamlined inventory system.

In order for this system to comply with the MPCA's approved CROMERR (Cross - Media Electronic Reporting Regulation) plan, this system must use the MPCA's existing e-Government portal and framework. Because this is a custom-designed framework that was developed and is supported by MPCA staff, the MPCA believes that it might be most efficient to perform the development work for the online portions of this system using its own staff resources. Therefore, this Statement of Work is designed to allow the MPCA to work with the selected Contractor to decide how to allocate development work among MPCA staff and Contractor developer resources. Reimbursement will be adjusted based on this work distribution.

Stakeholders for this project include MPCA air emissions inventory staff, staff in other MPCA programs, reporting facilities, the legislature, and the general public. In addition to using the inventory to assess emission fees, the air emissions inventory is an important data source for assessing progress towards and guiding policy for the MPCA's Strategic Plan Goals.

Additional materials related to the need for this work, including the project definition, can be found at: <http://www.pca.state.mn.us/air/cedr.html>.

## **System Component Requirements**

This Statement of Work (SOW) covers Module 1 of the redesigned system. Module 1 will address the need for development of an electronic reporting system by December 2010, as well as the tools needed to flow data from the DELTA permit database to the electronic reporting system and to transfer data from the electronic reporting system to the inventory database. The inventory database will be the RAPIDS3 data system. The potential exists for an amendment to this SOW to include Modules 2 and 3 of this effort. Modules 2 and 3 would address the need for development of modifications to the consolidated emissions data repository as well as emissions inventory calculator applications, data integration tools and data access tools.

### **Module 1 – Web Application and Supporting Data Structures:**

Module 1.1 – Online Guidance:

- 1) The system shall provide help, instructions, FAQs.
- 2) The system shall provide links to EI staff contact info.
- 3) The system shall provide specific entry portal for each type of permit.
- 4) The system shall distinguish mandatory reporting requirements vs. voluntary.
- 5) The system shall provide list of valid source classification codes (SCC) with process description.

## Module 1.2 – EI Forms:

- 1) The system shall consolidate on the form, all pollutants from the previous separate emission inventories; criteria pollutants, air toxics, greenhouse gases, mercury.
- 2) The system shall provide distinct inventory form for each type of permit, e.g. Part 70 permit, non-metallic mining general permit, registration permit options, B, C and D.
- 3) The system shall prepopulate the inventory form with most recent year's inventory submittal data.
- 4) The system shall synchronize the inventory form with permit changes that occurred during the year of the inventory, e.g. newly added and removed equipment.
- 5) The system shall have the ability to add/remove equipment to the form as allowed by the permit.
- 6) The system shall distinguish different types of site-specific data from generic/default, e.g. emission factor, control efficiency, throughput, etc.
- 7) The system shall store metadata on the site-specific data that affects calculation.
- 8) The system shall be flexible to add/edit variables that affect calculation: control equipment, control efficiencies, emission factors, pollutants, etc.
- 9) The system shall allow facility to provide comments with submittal for deviation from standard/default value/ methodology/etc.
- 10) The system shall allow a facility to justify the submitted values, such as a notation where the factor came from and provide supporting information about emission factors used and their origin.

## Module 1.3 – Browser / File Upload

- 1) The system shall provide browser-based data entry for EI submittal by facilities.
- 2) The system shall allow one annual EI form to be completed in more than one session via save/bookmark.
- 3) The system shall allow interim submittal of an emissions form to the MPCA more frequently than annually.
- 4) The system shall allow electronic EI submittal, via text file or spreadsheet uploading.
- 5) The system shall print out paper EI forms.
- 6) The system shall allow MPCA staff hand-entry of data from paper forms.
- 7) The system shall capture and store throughput metadata.

- 8) The system shall capture and store throughput unit metadata.
- 9) The system shall capture and store emission factor metadata.
- 10) The system shall capture and store control equipment metadata.
- 11) The system shall capture and store calculation metadata.
- 12) The system shall auto convert throughput to standard throughput unit and emission to standard emission unit, depending on the units.

#### Module 1.4 – Validation/Approval/Submittal

- 1) The system shall provide administrative functions to allow adjusting of data validation parameters.
- 2) The system shall reject or flag incomplete or missing data when validating.
- 3) The system shall reject or flag invalid or expired data when validating.
- 4) The system shall validate using a range check (where applicable).
- 5) The system shall validate against current and new NEI schemas (U.S. EPA emission inventory submittal requirements).
- 6) The system shall validate for MPCA policy / Emission Inventory business rules adherence.

#### Module 1.5 – Cross - Media Electronic Reporting Regulation (CROMERR) / Integrate with MPCA Framework

- 1) The system must be CROMERR compliant.
- 2) The system shall authenticate users using existing MPCA Portal.
- 3) The system shall authorize users using existing MPCA Portal.
- 4) The system shall send the user a confirmation receipt for a successful EI submittal
- 5) The system shall send the user a ‘human readable copy’ of the content of their successful EI submittal.

## Module 1.6 – Delta and RAPIDS 3 data integration:

- 1) The RAPIDS 3 database shall be converted to Oracle 10g database, if this work is not accomplished by the RAPIDS 3 team. This includes all database objects, including schemas, tables, views, functions, procedures, triggers and anything else required to enable the operation of the database both for the online system and for the RAPIDS 3 supporting applications.
- 2) The System shall use DELTA as the master repository of AQ Permit Data, and RAPIDS 3 as the master repository of Emissions Inventory data. To the extent possible, data elements shall not be replicated across data systems. Tools needed to synchronize data between these systems shall be developed.
- 3) The Air Quality Delta powerbuilder application shall be modified as necessary to accommodate changes to Delta database structure necessary to minimize data replication.

**Note: The following modules are included for background information purposes only. They are not within the scope of this statement of work.**

### **Module 2 – EI Data Repository:**

- Enhancements to the RAPIDS 3 data repository to meet additional business needs, especially greenhouse gases (GHG) after analyzing and developing GHG policies and processes
- Integration with the Fees/Post Delta Application which is used to invoice permit fees and manage payment data
- Transfer of data to EPA’s Central Data Exchange (CDX)

### **Module 3 – EI Repository Management Applications:**

- Analyze RAPIDS 3 requirements
- Identify gaps with requirements
- Design solutions to gaps
- Build and test solutions

## **Project Deliverables**

### **1. Six Phases of Work and Deliverables:**

It is the goal of this project to develop an Emissions Inventory Reporting System that is closely integrated into the MPCA’s existing information and application architecture and that meets the requirements of the MPCA’s CROMERR authorization. Achieving this will require extensive collaboration between the Contractor and MPCA IT staff to ensure that the system deliverables work within the MPCA architecture and that the MPCA is able to maintain and enhance the system components in the future.

In order to achieve this collaboration, this Statement of Work requires a six phase project approach. Responders must follow this approach in their proposals, but may suggest additional alternative approaches if desired. If the Responder chooses to propose alternative approaches; then the MPCA evaluation team requires the Responder to include the following in its response:

- Describe additional tasks or activities that support alternative approach(s).
- Separate the additional tasks and activities from the required items on the Work Plan Cost Proposal.

There are six phases for the work and deliverables in this project which apply exclusively to the components described in Module 1 as delineated in the System Components Requirement section above.

Upon the conclusion of each phase and the submission of all deliverables required in the phase, the MPCA Project Manager will provide written acceptance if all the work and deliverables have been satisfactorily completed. The Contractor may, after receipt of such acceptance, submit an invoice for the retainage payment associated with the completed phase.

For the purposes of the initial project schedule submitted with the proposal, the contract work order schedule should include ten work days for reviews by the MPCA. In the event that the work and deliverables are not acceptable to the MPCA Project Manager the Contractor shall correct the issues noted and re-submit by a date as directed by the MPCA Project Manager.

## **Phase I: Project Planning**

### **a. The Work and Deliverables for Project Planning:**

This phase includes planning the project work, a kick-off meeting and development of the planning documents.

The deliverables for this phase are as follows:

1. Project plan
2. Project schedule

### **b. The Contractor's Responsibilities for Project Planning:**

- Conduct one (1) face-to-face project kickoff meeting in Saint Paul with MPCA staff representatives.
- Develop the Project Plan including the communications plan, the quality management plan, the change management plan, the risk management plan and a staffing plan. The project plan will also provide an estimate of hours and timing of work required of MPCA staff for this project.
- Produce a Project Schedule, including a Gantt chart, with all work steps related to the services provided in the six phases plus training defined in this section.
- While the contract could remain open for three years plus possible time extensions, we anticipate that the design, development, testing, and production implementation, as defined in the six phases, will take no longer than 12 months.
- For the purposes of the initial project schedule that is provided with the proposal, the Contractor should include ten work days for the various reviews by the MPCA. These may be adjusted as agreed upon between the Contractor and the MPCA Project Manager.
- Host conference calls, facilitate discussion and issue minutes of conference calls & meetings and provide weekly project status reports.
- Update the project plan throughout the schedule of the project.

### **c. The MPCA’s Responsibilities for Project Planning:**

- Assign a Project Manager to represent MPCA on this project. This Project Manager is the only person authorized to accept or reject work performed by the Contractor. This project manager will be referred to as the “MPCA Project Manager”.
- The Project Manager will identify a team of program experts.
- The Project Manager will establish goals and objectives for the system implementation.
- The Project Manager will coordinate MPCA resources needed, including designated trainers and acceptance testers.
- The Project Manager will provide work/meeting area during the Contractor site visits.
- The Project Manager will define project standards and controls required by the MPCA.
- The Project Manager will be responsible for updating the State of Minnesota Enterprise project portfolio system with information about the project.
- Attend project kickoff meeting.
- Identify delivery locations and training locations.
- Project closeout procedures.

### **d. Acceptance Criteria for Phase I Project Planning**

The Contractor shall submit the following to the MPCA Project Manager:

1. Project plan
2. Project schedule

If these documents are in accordance with the Office of Enterprise Technology Project Management Framework, and the MPCA project management framework and are acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance. The Contractor shall not commence work on Phase II until they have received written acceptance from the MPCA Project Manager of all deliverables required under Phase I.

### **Phase II: Requirements Verification and Validation**

#### **a. The work and deliverables for Requirements Verification and Validation**

The description of Module 1 in the System Component Requirements section above is the high priority business requirements that have been elicited from internal (MPCA) and external stakeholders. This description is intended to represent a starting point for the Contractor in the development of the new CEDR system. These components and requirements, along with more detailed analysis conducted by the MPCA, are to be validated to determine if there are further functional requirements necessary for the new CEDR system. Additional functional and technical requirements need to be elicited, developed, verified and validated. The Contractor may have previous experience in state Air Emissions Inventory projects that may be used in this effort.

The deliverables for this phase are as follows:

1. Requirements Document – A detailed description of the business, functional and technical requirements of the proposed new system based on the Contractor’s analysis of the existing system, and input gathered from project stakeholders.
2. Updated project plan and schedule.

## **b. The Contractor's Responsibilities for Requirements Verification and Validation**

The contractor will review the requirements work conducted by the MPCA in preparation for this project.

The Contractor will develop additional functional and technical requirements to a level sufficient to begin the design of the revised system. The Contractor may use their experience from similar projects, if any, to develop requirements. The Contractor may also elicit additional requirements from internal MPCA stakeholders and from external stakeholders such as emission inventory reporters.

The Contractor will review the documents on MPCA AQ DELTA data system, RAPIDS 3, Criteria pollutant and air toxics Emission Inventory processes, and Green House Gas business processes and related requirements, (including data elements, USEPA reporting requirements, etc.) and update where necessary.

The Contractor will verify and validate all requirements with the project team and prioritize requirements with the MPCA project manager and project sponsors as identified by the MPCA project manager.

The Contractor is to update the project plan to include a detailed work plan for the design effort. The Contractor is to update the project schedule to more fully define the design effort and to include multiple review sessions wherein the Contractor will demonstrate their progress on the design of the new CEDR application, and get the input of MPCA staff on how well the design integrates with the existing MPCA system.

## **c. The MPCA's Responsibilities for Requirements Verification and Validation**

- Coordinate MPCA resources needed.
- Provide work area for Contractor's staff when on site.
- Provide conference rooms for meetings.
- Define project standards and controls required by the MPCA.
- The MPCA Project Manager and program area subject matter experts will participate in the meetings, or other requirement gathering efforts as required.
- The MPCA Project Manager will identify and communicate with external project stakeholders to gather input or schedule meetings as called for in the project plan.
- The MPCA Project Manager will ensure that the project sponsor and other stakeholders provide necessary input on requirement priorities.

## **d. Acceptance Criteria for Phase II Requirements Verification and Validation**

The Contractor shall submit the following to the MPCA Project Manager:

1. Requirements Document
2. Updated Project Plan and Schedule.

If these documents and their content are acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance. The Contractor shall not commence work on Phase III until they have received written acceptance from the MPCA Project Manager of all deliverables required under Phase II.

### **Phase III: Design of the New System**

#### **a. The work and deliverables for Design of the New System**

Design of the new CEDR system in accordance with the Requirements Document that were developed during Phase II and as accepted by the MPCA Project Manager. The design must be organized based on the 6 sub-modules identified in the System Components section; however, integration of the parts must also be described.

This design will include a detailed description of the functioning of the new system, the software and hardware to be used and the connectivity to other systems or data bases. The following list is to be considered indicative but not all inclusive of the subjects covered by the system design:

- Mock-ups of all screens including their functionality.
- A list and mock-up of all output reports.
- A description of the table structure of all new data storage systems, including a list of all fields in each table.
- A description of all data flows to and from the new system including the output to desktop software such as Excel.

This system design must integrate with existing MPCA data systems and its online services portal and so the design process must be highly collaborative and likely iterative.

The deliverables for this phase are as follows:

1. Design document
2. Work breakdown structure
3. The Contractor's certification that quality assurance and quality control has been performed in accordance with the quality management plan.
4. Hardware configuration modification recommendations and estimates
5. Updated project plan and schedule including a detailed development plan with development work broken into modules, for the purpose of assigning work both to the Contractor and to the MPCA.

#### **b. The Contractor's Responsibilities for Design of the New System**

The Contractor is to design the new CEDR system and produce the design document. One week after the commencement of work on the design the Contractor shall provide a complete Work Breakdown Structure (WBS) of the design effort. This WBS shall show assignments of staff as of that time. The WBS shall be updated for material changes. Changes in staff assignments are considered material.

During the design phase of the project, the Contractor shall include, within the weekly status reports, a statement that the project is on schedule or provide a proposed revised schedule. Changes to the project plan or WBS shall be explicitly stated in the weekly status report. Each status report

is to list any decisions or data that the Contractor is waiting for from the MPCA or if there is not anything that the contractor is waiting for the status report is to so state. The Contractor shall also include other subjects as may be requested by the MPCA Project Manager.

During the design phase, collaboration with MPCA IT staff will be vital to the acceptance of the design deliverables. The Contractor's work plan shall specify methods to ensure this collaboration occurs and is successful.

The Contractor shall update the project plan to include a work plan for the development effort. In order to ensure that maximum efficiency in building the new system is achieved, the MPCA may choose to perform some of the development tasks with its own staff resources. In order to facilitate this decision, the detailed work plan for development shall include cost estimates for each WBS component, which shall be based on the time and materials required for each work package. The total cost for the sum of each package shall not exceed the amount proposed for the milestone payment for the development phase.

Based on input from the MPCA Project Manager, the Contractor shall submit a final development plan that includes the development work divided between the Contractor and the MPCA. The sum of the cost estimates for the packages assigned to the MPCA will be subtracted from the total cost proposed in the draft work plan, and the resulting cost shall become the new milestone payment amount to be associated with the development phase (Phase IV).

#### **c. The MPCA's Responsibilities for Design of the New System**

- Monitoring and oversight of the design work by the Contractor.
- Answering questions and providing information when requested by the Contractor.
- Reviewing any interim deliverables as may be agreed to between the MPCA Project Manager and the Contractor's Project Manager.
- Providing access to MPCA specialists, such as data and application architects and security and network administrators, when requested by the Contractor and as agreed to by the MPCA Project Manager.
- Reviewing the draft detailed design plan and notifying the Contractor which work packages of the plan that the MPCA elects to develop with MPCA staff resources.

#### **d. Acceptance Criteria for Phase III Design of the New System**

The Contractor shall submit the following to the MPCA Project Manager:

1. Design Document
2. Work Breakdown Structure
3. The Contractor's certification that quality assurance and quality control has been performed in accordance with the quality management plan.
4. Hardware configuration modification recommendations and estimates.
5. Updated Project Plan and project schedule, including a detailed development plan, which shall include a Work Breakdown Structure with development work broken into packages, for the purpose of assigning work both to the Contractor and to the MPCA.

If these documents are acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance. The Contractor shall not commence work on Phase IV until they have

received written acceptance from the MPCA Project Manager of all deliverables required under Phase III. If a product and/or the documentation is not acceptable to the MPCA Project Manager, the MPCA shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The MPCA shall then have ten (10) business days to reevaluate the product.

#### **Phase IV: Development of the New System**

##### **a. The work and deliverables for Development of the New System**

Development of the new CEDR System in accordance with the updated project plan that was developed during Phase III and as accepted by the MPCA Project Manager. The new system will be documented in a development document.

Development of a test plan to test the new system in the test environment, and a conversion test wherein the current active data base will be test loaded into the new system in the test environment. The test plan will include user acceptance testing by MPCA staff using test scripts developed by the Contractor and approved by the MPCA Project Manager.

The deliverables for this phase are as follows:

1. Development Document including:
  - a. The source code
  - b. The data conversion program
2. Test Plan including Test Scripts
3. The Contractor's certification that quality assurance and quality control has been performed in accordance with the quality management plan.
4. Updated Project Plan
  - a. Production startup plan
5. Updated Project Schedule (if applicable)

##### **b. The Contractor's Responsibilities for Development of the New System**

The Contractor is to coordinate the development of the new CEDR system and produce the development document. One week after the commencement of work on the development, the Contractor shall provide an updated work breakdown structure (WBS) of the development effort. This WBS shall show assignments of staff as of that time. The WBS shall be updated for material changes. Changes in staff assignments are considered material. Updates to the WBS shall be explicitly stated in the weekly status report.

Within the first week of the development, the Contractor is to update the project schedule to more fully define the development effort and to include multiple review sessions wherein the Contractor and MPCA staff will share their progress on the development of the new CEDR system.

The Contractor will provide access to source code as it is being developed to allow MPCA staff to review the code in accordance with coding and development standards. Within ten days of the commencement of the development phase, the Contractor shall provide a plan and schedule for the availability of the source code for review by the MPCA staff.

During the development phase of the project, the Contractor shall include, within the weekly status reports, a statement that the project is on schedule or provide a proposed revised schedule. Each weekly status report shall include notice of any revision to the WBS. Each status report is to list any decisions, data, or other products that the Contractor is waiting for from the MPCA or if there is not anything that the contractor is waiting for the status report is to so state. The Contractor shall also include other subjects as may be added by the MPCA Project Manager.

The Contractor shall work with MPCA database and web hosting teams to define the configuration of the development, test and production environments. The Contractor shall strive to maximize the extent to which incremental development and continual integration within the production environment can be accomplished.

As the development of the new system progresses, the Contractor shall verify that the production system specifications in the phase II requirement document are still correct.

The Contractor shall ensure that the source code for the new CEDR system is developed such that the system is able to perform the functions as defined in the System Components section of this SOW. This code is to be written, organized and documented in accordance with accepted industry standards or as superseded by MPCA or this document. The Contractor shall submit one electronic copy of the development document which details the code and describes the function each segment of code is performing and describes the operation of the code. The documentation shall include Entity Relationship diagrams, behavior, interaction and structure diagrams.

The Contractor will develop test scripts that will thoroughly test the workings of the new CEDR system. In addition to testing each type of transaction that the system would encounter in the normal course of business, the test scripts shall include the incorrect transactions that the system is designed to reject.

The Contractor will develop a written test plan. This test plan will detail the test methodology and methods to be used to monitor the tests and will include a schedule of the planned testing. This test plan shall include a phase of internal testing using MPCA staff as the testers, and phase of external testing, using volunteer MPCA permittees to do testing of the online portions of the system.

Before testing is considered complete, the system must run for 30 days without defects. If there are any defects, the Contractor will address them and the 30 day window starts again.

### **c. The MPCA's Responsibilities for Development of the New System**

- Monitoring and oversight of the development work by the Contractor.
- Answer questions and providing information when requested by the Contractor.
- Review any interim deliverables as may be agreed to between the MPCA Project Manager and the Contractor's Project Manager.
- MPCA staff will review the source code in accordance with coding and development standards as it is being developed.
- Development of code for specific work packages as assigned in the development plan, including developing draft documentation to fit in with the system documentation managed by the Contractor.
- Participate in structured walkthroughs of deliverables for this phase, leading the walkthroughs of the code assigned to MPCA staff.

- Participate in the development of test plans and scripts for the modules that the MPCA is responsible for developing.
- Provide access to MPCA specialists, such as security and network, when requested by the Contractor and as agreed to by the MPCA Project Manager.

**d. Acceptance Criteria for Phase IV Development of the New System**

The Contractor shall submit the following to the MPCA Project Manager:

1. Development Document including:
  - a. The source code
  - b. The conversion program
2. Test Plan including Test Scripts
3. The Contractor’s certification that quality assurance and quality control has been performed in accordance with the quality management plan.
4. Updated Project Plan
5. Updated Project Schedule (if applicable)

If these documents are acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance. The Contractor shall not commence work on Phase V until they have received written acceptance from the MPCA Project Manager of all deliverables required under Phase IV.

If the product and/or the documentation is not acceptable to the MPCA Project Manager, the MPCA shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The MPCA shall then have ten (10) business days to inspect, test and reevaluate the product.

**Phase V: Testing of the New System**

**a. The work and deliverables for Testing the New System**

The Contractor will test the new CEDR system in accordance with the test plan and schedule.

The Contractor will establish and maintain a method for logging of all reported issues and their resolutions that is easily searchable.

The contract will produce a test results document which records the tests events, the dates of the events, the test results and analysis of the results.

The deliverables for this phase are as follows:

- Test results document

**b. The Contractor’s Responsibilities for Testing the New System**

Prior to commencement of testing the Contractor will conduct a meeting with appropriate MPCA staff in order to orient MPCA staff on the test methodology and schedule.

The Contractor will conduct the test of the new system in accordance with the approved test plan and the test schedule

All changes shall result in testing the entire system (regression testing) to be sure all software functionality is maintained. The Contractor shall prepare scripts so that uniform system wide testing can be done in an efficient manner.

The Contractor will fully document the tests including a record of any test errors or anomalies. Errors will be reviewed to determine root cause and corrective action. The Contractor is responsible to correct the problem and request a re-test until the MPCA is satisfied with the results. This review, its results, corrective action and re-test will be recorded in the test document.

During the testing phase of the project, the Contractor shall include, within the weekly status reports, a summary of the test results during the test period, the planned tests for the upcoming period and a statement that the project is on schedule or provide a proposed revised schedule. Each status report is to list any decisions or data that the Contractor is waiting for from the MPCA or if there is not anything that the contractor is waiting for the status report is to so state. The Contractor shall also include other subjects as may be added by the MPCA Project Manager.

The Contractor will coordinate with the MPCA Project Manager and MPCA technical staff to set up the application in the test environment. Final quality assurance acceptance testing must be performed at the MPCA hosting center and will mirror the MPCA production environment. During testing, the MPCA and the Contractor will work together to measure response time. The Contractor will make improvements to the application until the MPCA is satisfied with the response time.

The Contractor will work with the MPCA to test the backup and disaster recovery processes.

#### **c. The MPCA's Responsibilities for Testing the New System**

- The MPCA will provide examples of data in the current system in order to assist the Contractor in producing test data to enter into the data base during the test of the new system. Such example data may be altered in order to obscure the actual names and places.
- Monitoring and oversight of the test work by the Contractor.
- Answering questions and providing information when requested by the Contractor.
- To provide access to MPCA specialists, such security and network, when requested by the Contractor and as agreed to by the MPCA Project Manager.
- To coordinate the recruitment and scheduling of volunteer MPCA permittees for testing purposes.
- Validate system installation on test and production environments.
- Perform user acceptance testing.
- The MPCA Project Manager will assemble the test team and in coordination with the Contractor, the test team will conduct acceptance testing.
- The MPCA Project Manager will coordinate server access needed for testing and production environments.

#### **d. Acceptance Criteria for Phase V Testing the New System**

The Contractor shall submit the following to the MPCA Project Manager:

1. Test results document

If this document, and its contents, is acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance.

If the product and/or the documentation is not acceptable to the MPCA Project Manager, the MPCA shall give the Contractor written notice stating why the product is unacceptable. The Contractor shall have twenty (20) business days from the receipt of such notice to correct the deficiencies. The MPCA shall then have ten (10) business days to reevaluate the product. If the product and documentation still does not satisfy the acceptance criteria, the MPCA shall have the option of either: (1) repeating the procedure set forth above, or (2) terminating this Contract pursuant to the section of this Contract entitled "Termination."

## **Phase VI: Placing the New System in Production**

### **a. The work and deliverables for the Placing the New System in Production**

Depending on the approach taken during development and testing, portions of this phase may be completed concurrently with phases IV and/or V.

The new CEDR system will be loaded onto the production platform. The data in the current system will be converted and loaded onto the production platform.

The Contractor will develop and present system training for MPCA staff, including system maintainers, system administrators and system users.

The deliverables for this phase are as follows:

1. Final Technical Configuration Document
2. User Manuals
3. MPCA Staff Training Materials
4. Records of MPCA Staff Training

### **b. The Contractor's Responsibilities for Placing the New System in Production**

The Contractor will conduct planning meetings with appropriate MPCA staff regarding production, hosting and the database.

In coordination with MPCA specialists, the Contractor will load the new system into the production environment in accordance with the approved development document.

In coordination with MPCA specialists, the Contractor will convert the data in the current system to match the format of the new system and then load the data in the new system.

In consultation with the MPCA Project Manager, the Contractor will develop and deliver training for MPCA staff, including training specifically aimed at system maintainers, system administrators and system users. The Contractor will provide training materials that may be re-used by MPCA. The Contractor will maintain records of MPCA staff receiving training.

**c. The MPCA’s Responsibilities for Placing the New System in Production**

- Answer questions and providing information when requested by the Contractor
- To provide access to MPCA specialists, such security and network, when requested by the Contractor and as agreed to by the MPCA Project Manager.
- To provide necessary hardware and network facilities, as recommended in the Hardware Configuration Modification Recommendation document from Phase III and the Development Plan from Phase IV.
- To provide access to MPCA facilities and equipment that is necessary to the production run of the new CEDR system.

**d. Acceptance Criteria for Phase VI, Placing the New System in Production**

The Contractor shall submit the following to the MPCA Project Manager:

1. Final Technical Configuration Document
2. System Maintenance Manuals
3. MPCA Staff Training Materials
4. Records of MPCA Staff Training

If these documents are acceptable to the MPCA Project Manager, the MPCA Project Manager will provide written acceptance of the CEDR system.

**Project Milestones and Schedule**

- **Anticipated project start date:** May 3, 2010
- **Key deliverable dates:** Specific due dates will be negotiated between selected Responder and MPCA during Phase I of project.
- **End Date:** Desired operational date of Module 1 is by December 31, 2010 and remaining deliverables provided by June 30, 2011.

**Project Environment (State Resources)**

MPCA Staff assigned to this project

| Staff Name       | Role  |
|------------------|---|
| Mike Smith       | Project Manager                               |
| Paul Kim         | IT Project Coordinator                        |
| Kurtis Soular    | Contract Specialist                           |
| Tad Schindler    | Data Systems Planning Coordinator             |
| Lynn Curtner     | Development Technology Leader                 |
| Mark Olsen       | IT Supervisor                                 |
| Frank Kohlasch   | Project Sponsor                               |
| Mary Jean Fenske | Business Supervisor                           |
| Azra Kovacevic   | Subject Matter Expert (GHG inventory)         |
| Michael Smith    | Subject Matter Expert (Criteria inventory)    |
| Chun Yi Wu       | Subject Matter Expert (Toxics inventory lead) |
| Nate Edel        | Subject Matter Expert (Toxics inventory)      |

# MPCA Development Environment

The system is to be developed using the Microsoft .Net framework, using the C# language. Deviations from this may be approved on a case-by-case basis. The MPCA has implemented a custom application development framework for online applications and access to its enterprise data systems. New systems shall be developed within this framework.

Revisions to the DELTA application shall be completed using the MPCA standard version of PowerBuilder, currently version 11.5.

Implementations requiring a permanent relational database shall utilize the MPCA standard version of Oracle Enterprise, currently version 10g, release 2.

## **Access to MPCA systems.**

Local or remote access to the MPCA network and development environment will require approval of individual user accounts. Individuals will be required to submit required forms indicating compliance with security and data practices policies.

Further information about databases is found below:

**DELTA:** Delta is a database application built in 1997, housed on a multiuser Oracle Server by Oracle Corporation and written in PowerBuilder®. It is an integrated application between many media programs including: air permitting, air emission inventory, enforcement and performance testing, fee invoicing and collection. Delta was first used for the criteria emission inventory in 1998. Electronic documentation related to Delta is not available.

**RAPIDS 2:** RAPIDS 2, stands for Regional Air Pollutant Inventory Development System, this system is a Microsoft® Windows™ based client/server application developed using PowerBuilder®. The data repository is housed on a multiuser Oracle Server by Oracle Corporation. It was built for the Great Lakes Commission and was first used in 1999 for the air toxic emission inventory. Electronic documentation related to RAPIDS2 is not available.

**RAPIDS 3.0:** RAPIDS 3.0 will be designed using a multiple document graphic user interface (MDI) framework. The database is being designed to utilize either Oracle or PostgreSQL databases and the application will be developed using .NET. It is currently being developed for the Great Lakes Commission with a targeted date of delivery of March 31 2010.

## **Responsibilities Expected of the Selected Vendor**

- The Contractor will be responsible for producing project documents in accordance with the State of Minnesota project management framework (<http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-536890651&programid=536910279&id=-536890276&agency=OETweb>) and the MPCA project management framework.
- The Contractor will be responsible for weekly status reporting throughout the project.

- The Contractor will be responsible for maintaining the current versions of project documents throughout the project.

## Required Skills and Experience

Contractor must demonstrate the following skills and experience:

(Evaluation of skills and experience will be based upon criteria submitted in response to Section 3.)

- Experience in eliciting and managing requirements for complex systems
- Experience in managing complex projects
- Experience in designing, developing and delivering complex online data acquisition systems

## Desired Skills and Experience

Responses will be scored more highly if they have the following skills and experience:

- Assigned Project manager with PMP certification
- Experience with developing online data acquisition systems for state Air Quality Emission Inventory Programs

## Process Schedule

- |  |                             |
|--|-----------------------------|
| • Deadline for Questions                     | March 10, 2010, 2:00 PM CST |
| • Posted Response to Questions               | March 15, 2010              |
| • Proposals due                              | March 23, 2010, 2:00 PM CDT |
| • Anticipated proposal evaluation begins     | March 26, 2010              |
| • Anticipated proposal evaluation & decision | April 12, 2010              |

## Questions

Any questions regarding this Statement of Work must be submitted via e-mail by March 10, 2010, 2:00 PM CST:

Kurt Soular  
 Minnesota Pollution Control Agency  
 520 Lafayette Road North  
 St. Paul, MN 55155-4194  
 E-mail: [Contracts.MPCA@state.mn.us](mailto:Contracts.MPCA@state.mn.us) **(Subject Line of E-mail: SOW CEDR Project CR2979)**

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by the end of the day, March 15, 2010.

## SOW Evaluation Process

### Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below. Detailed information on the content, format and submittal requirements is provided in the next section of this SOW, Response Requirements.

The Response will first be reviewed to determine whether the Pass/Fail criteria are met. Failure to pass any of these criteria will result in the Response being rejected. In the event that none of the Responders meet all of the passing criteria, the State reserves the right to continue the evaluation of the Responses and to select the Response, which most closely meets the requirements specified in this SOW.

**Pass/Fail Criteria**

Proposal submitted on time

Responses will be evaluated on “best value” 70% qualifications and 30% on cost considerations. The evaluation committee will not review the Work Plan Cost Proposal until after the qualification points are awarded. A 1,000 point scale will be used to create the final evaluation recommendation. The factors and weighting upon which the proposal will be judged are:

- Knowledge and experience of proposed project staff- **15%**
- General Company Experience-**35%**
- Detailed Work Plan-**20%**
- \*Cost detail- **30%**

Targeted Group and Economically Disadvantaged Business and Individuals will receive 6% additional points based on a 1,000 point scale.

Veteran-owned/service disabled small business will receive 6% additional points based on a 1,000 point scale.

\*The State will be evaluating the total cost of the Work Plan Cost Proposal Template **Attachment 2** by awarding points using the following formula:

$$\frac{\text{Total Low Cost Response Amount}}{\text{Total Higher Cost Response Amount}} \times \text{Maximum Price Points (300)}$$

The State reserves the right to reject any and all Responses and to negotiate the terms of the Contract Work Order, including the Work Plan Cost Proposals, with the selected Responder prior to entering into a Contract Work Order.

Should the State for any reason be unable to negotiate a Contract Work Order with the Responder of first choice, the Responder with the highest number of points, for any reason, the State reserves the right to negotiate with the Responder of second choice, the Responder with the next highest number of points, etc. The State reserves the right to request a BEST AND FINAL OFFER if the evaluation team deems it necessary.

**Response Requirements**

The items below must be completely satisfied in order for the Response to be considered. The State will not look for information or clarification outside of the information submitted in the written response.

Responses must be received no later than March 23, 2010, @ 2:00 PM Central Daylight Time (CDT) and must be submitted via e-mail to [Contracts.MPCA@state.mn.us](mailto:Contracts.MPCA@state.mn.us) (**Subject Line of e-mail:** SOW CEDR Project CR2979).

Responses sent to any other e-mail address will not be considered.

It is the Responder's sole responsibility to ensure that their submittal is received at the Contracts.MPCA@state.mn.us e-mail address by the response deadline. Responses received after the deadline will not be considered, regardless of any documentation showing when the response e-mail was sent.

Provide one Work Plan Cost Proposal document as a separate attachment in e-mail response. Work Plan Cost Proposal must be titled as such and include company name. For purposes of completing the Response, the State does not make regular payments based upon the passage of time; it only pays for services performed or work delivered after it is accomplished.

### **Components and Organization of Proposal**

The format of the Response must be arranged in the same order as the items listed on Responders Checklist **Attachment 1**. All required items listed on the Responders Checklist must be submitted. Additionally, a table of contents must be provided and pages should be numbered, and each section identified as listed below.

## **SECTION 1**

### **Cover Letter**

The cover letter should include the following:

- a) Responder's mailing and facility addresses, facsimile number, telephone number, and web site address (if applicable).
- b) Name, title, address, telephone number, and e-mail address of the person designated by the firm to answer questions about the Response.
- c) Location of the firm's headquarters, local facilities and satellite offices participating in the Contract Work Order.
- d) A detailed explanation of the way in which the Responder would be available locally on a day-to-day basis during the period of the Contract to organize services, provide specific billing and invoicing information, and to generally discuss, inform, and interact with the Contract users.
- e) A statement of acceptance of the proposed Contract Conditions. All terms and conditions stated in this SOW and the Response shall become a part of the Contract Work Order if the Responder is selected. Any suggestions for alternate language shall be presented in the Response.
- f) The State is under no obligation to accept wording changes submitted by the Responder. The State in its sole discretion shall render decisions in matters of interpretation on all terms and conditions.

## **SECTION 2**

### **Company Overview/Experience**

- a) Company background-years in business, history, capabilities, organizational structure, areas of expertise.
- b) Describe up to three projects that your firm has completed which have included similar tasks as those described in this SOW.
- c) Provide list of projects your firm has completed for other Governmental agencies and role in each.

### **SECTION 3**

#### **Staff Experience**

The response must specifically indicate how the Responder’s proposed staff meets or exceeds the required skills and experience.

| <b>Staff Name<br/>SOW Classification</b> | <b>Project Role</b> | <b>Years of<br/>Experience</b> | <b>Skills and experience to<br/>support proposed work plan.</b> |
|--|---------------------|--------------------------------|---|
|  |                     |                                |   |

Include resume for each staff member, in addition to the above information.

### **SECTION 4**

**Project Work Plan**-proposed work plan, with the following minimum requirements

#### **Executive Summary:**

This should demonstrate the Responder’s understanding of the services requested in this SOW and any problems anticipated in accomplishing the work. The Executive Summary should also describe the Responder’s overall approach to the project in response to meeting the project requirements and achieving the results defined in the six phases of work and deliverables.

#### **Detailed Work Plan:**

This component should explain how the Responder will approach each of the six phases of the project, describe the major activities under each phase, and staff resources required to achieve the deliverables of the State of Work (SOW).

### **SECTION 5**

#### **Work Plan Cost Proposal**

Provide a detailed Work Plan Cost Proposal **Attachment 2**. The Work Plan Cost Proposal must be based on and consistent with the Work Plan tasks proposed by Responder and include the following:

- a) Hourly rate for each staff member Responder intends to assign to the project. Hourly rates cannot exceed the hourly rates identified in the Responder’s 902TS master contract.
- b) Cost per Phase. This should link to proposed work plan.
- c) Breakdown of additional expenses (i.e. travel, lodging, subcontractor expenses).
- d) Total project cost

## **SECTION 6**

### **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 SOW. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

## **SECTION 7**

### **Required Forms**

These forms must be signed by the appropriate individual within the company, scanned into a file, and included with the e-mail submission. If Responder does not have the capability to provide scanned documents, please e-mail [Contracts.MPCA@state.mn.us](mailto:Contracts.MPCA@state.mn.us) and other options will be considered. Responders must download required forms from the following links. In order for you to download the documents, you must type or copy and paste the link's file path and name into your browser address line. When the document file opens, use the "Save As..." feature to save the document to your computer hard drive or a disk.

### **Affidavit of Noncollusion**

Responder must complete the Affidavit of Noncollusion and submit it as part of its proposal.

<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>

### **Location of Service Disclosure Form**

Responder must complete the Location of Service Disclosure and submit it as part of its proposal.

<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>

### **Immigration Status Certification**

By order of the Governor's Executive Order 08-01, if any response to a solicitation is or could be in excess of \$50,000, 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. Responder must complete Immigration Status Certification and submit it as part of its proposal.

<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>

**\*Required forms to be returned or additional provisions that must be included in proposal (if over \$100,000)**

### **\*Certification Regarding Lobbying**

<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

### **\*Affirmative Action Certificate of Compliance**

<http://www.mmd.admin.state.mn.us/doc/affaction.doc>

**If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status.  
If applicable, documentation showing certified, Veteran-owned/service disabled small business status.**

## **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.

### **Correction of Deficient Work**

If required by the MPCA Project Manager, at any time during the conduct of the project and for one year following acceptance of the system, the Contractor shall promptly, without cost to the MPCA, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective, or (b) does not conform to the requirements of the statement of work or work order. If the contractor does not correct such deficient work within the time specified by the MPCA Project Manager, the MPCA may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor.

### **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.

### **Per Diem/ Travel:**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan". The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel or expense has been included in original approved project work plan. Minnesota will be considered the home state for determining whether travel is out of state. The MPCA will pay for out of state travel, including air travel and rental car, if preapproved in the MPCA Work Order. The Contractor's hourly rate for staff will not apply until the Contractor's staff has arrived at the project location.

### **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. 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.

(Sample Work Order 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 **MINNESOTA POLLUTION CONTROL AGENCY**, 520 Lafayette Road North, St. Paul, MN 55155-4194 ("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: \_\_\_\_\_

**[Detailed description of tasks/duties/deliverables/timelines]**

**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 in accordance with the breakdown of costs as set forth in the detailed budget \_\_\_\_\_, which is attached and incorporated into this Contract.

(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 Contractor shall submit invoices for completed work activities specified in the Work Order on a monthly basis to the MPCA, Attention: Accounts Payable, 520 Lafayette Road North, St. Paul, Minnesota 55155. The State will promptly pay the Contractor after the Contractor presents an itemized invoice and the State's Authorized Representative accepts the invoiced services. Invoices shall include the following:

- The name of the Contractor
- MPCA Work Order number
- Invoice date
- Contractor project or reference number
- State Contract number
- Invoicing period (actual working period)
- An itemized list of all work completed per phase
- An itemized list of all labor and other expenses
- Amount billed to date for Work Order (including this invoice)

- Project status report
- Name of MPCA Project Manager
- Retainage calculation

**4 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.

**5 Correction of Deficient Work**

If required by the MPCA Project Manager, at any time during the conduct of the project and for one year following acceptance of the system, the Contractor shall promptly, without cost to the MPCA, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective, or (b) does not conform to the requirements of the statement of work or work order. If the contractor does not correct such deficient work within the time specified by the MPCA Project Manager, the MPCA may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor

**6 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 contract by reference.

**7 Authorized Representatives**

The State's Authorized Representative is *[NAME, TITLE, ADDRESS, TELEPHONE NUMBER]*, or his/her successor. 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.

**8 Work Order Amendments**

The MPCA may require, or the Contractor may request, certain changes in the scope of work and/or budget described in a Work Order in the form of a Work Order Amendment. A Work Order Amendment will be issued by the MPCA Authorized Representative. Each Work Order Amendment shall become an integral and enforceable part of the Contract once executed by the State.

The Contractor shall not proceed with work beyond the work authorized by a Work Order unless a Work Order Amendment has been issued. A signed, faxed amendment to the Contractor followed by a mailed copy is acceptable.

**9 Employee Status**

By order of the Governor’s Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States’ immigrations laws; and

2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are 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.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debarring the Contractor from state purchasing.

**10 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

10.1 ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

10.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

10.3 ***Minn. R. 5000.3400-5000.3600.***

(A) ***General.*** Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers.

- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section

363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## **11 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.

**[Signatures as required by the state.]**

**ATTACHMENT 1  
RESPONDERS CHECKLIST**

| <u>Section</u> | <u>Item</u>   |       |
|----------------|---|-------|
| 1              | Cover Letter  | _____ |
| 2              | Company Overview/Experience   | _____ |
| 3              | Staff skills/experience   | _____ |
| 4              | Project Work Plan   | _____ |
| 5              | Work Plan Cost Proposal <i>(separate e-mail attachment)</i>                   | _____ |
| 6              | Conflict of Interest Statement  | _____ |
| 7              | Required Forms:   |       |
|                | Affidavit of Noncollusion   | _____ |
|                | Location of Service Disclosure  | _____ |
|                | Immigration Status Certification  | _____ |
|                | Certification Regarding Lobbying  | _____ |
|                | Affirmative Action Certificate of Compliance                                  | _____ |
|                | *Documentation for Targeted or Economically<br>Disadvantaged vendor status    | _____ |
|                | *Documentation of Certified Veteran Owned/<br>Service Disabled Small Business | _____ |

*(\*if applicable)*

## ATTACHMENT 2 Project Budget Template Example

|  | Personnel                                 |   |   |   | Expenses   |               |                  | Total Value (\$) | Comments |
|--|---|---|---|---|--|---------------|------------------|------------------|----------|
|  | Name<br>Classification<br>\$Rate per hour | Name<br>Classification<br>\$Rate per hour | Name<br>Classification<br>\$Rate per hour | Name<br>Classification<br>\$Rate per hour | Sub-contractor<br>(if applicable)<br>(\$) per hour | other<br>(\$) | Total Value (\$) |                  |          |
| Phase I- Project Planning                          |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase I                                      |   |   |   |   |  |               |                  |                  |          |
| Phase II- Requirements Verification and Validation |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase II                                     |   |   |   |   |  |               |                  |                  |          |
| Phase III- Design of New System                    |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase III                                    |   |   |   |   |  |               |                  |                  |          |
| Phase IV- Development of New System                |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase IV                                     |   |   |   |   |  |               |                  |                  |          |
| Phase V- Testing of New System                     |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase V                                      |   |   |   |   |  |               |                  |                  |          |
| Phase VI- Placing New System into Production       |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
|  |   |   |   |   |  |               |                  |                  |          |
| Total Phase VI                                     |   |   |   |   |  |               |                  |                  |          |
| Total Project Budget                               | 50.00                                     | 50.00                                     | 50.00                                     | 50.00                                     | 50.00  | 50.00         | 50.00            | 50.00            |          |