

**IT Professional Technical Services
Master Contract Program
T#:902TS**

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

Minnesota Pollution Control Agency

**Project Title: Closed Landfill Database Maintenance and
Programming**

Service Category(ies):

- **Analyst – Business**
- **Database – MS Access**
- **Database – MS SQL**
- **Desktop – Application (Design & Development)**
- **Project Management**
- **Web Applications Specialist – NET/ASP**
- **Database – Oracle**

SECTION 1

Business Need

The Minnesota Pollution Control Agency (MPCA) is authorized under the Landfill Cleanup Act (Minn. Stat. § 115B.412) to initiate cleanup actions, complete closures and take over long-term operation and maintenance at 112 qualified closed state-permitted landfills. In order to accomplish these actions the MPCA Closed Landfill Program (CLP) developed a program-wide relational database in 2000 that contains a variety of analytical and field data parameters. The database stores the data in Oracle 10.2.0.4 and access to the tables is accomplished through a Microsoft Access 2007 front end. The analytical data is measured on samples collected of ground water, surface water, landfill gas condensate, leachate and landfill gas. The field data is collected from these same media.

The MPCA CLP is in need of ongoing support, maintenance and enhancements to the current program applications that house these analytical and field data parameters. Analytical and field data may be migrated into a Environmental Quality Information System (EQulS) within the next year.

SECTION 2

Definition of Terms

Closed Landfill Database - Defines both EDMS (analytical and field data) and a project management database.

Contractor's Authorized Representative - The Contractor staff person designated or identified by the Contractor as the contact person who is responsible for management of this Contract Work Order.

Online Data Dictionary – The Closed Landfill Database data dictionary defines all fields and parameters in the database. It is available within the database in either a table or field search form.

Project Work Plan - A document that is prepared by the MPCA, the Contractor or both, that sets forth the project tasks needed to provide ongoing support and maintenance of the Closed Landfill Database which also includes a budget and schedule.

Proposal/Response - Includes all documents, forms, and information completed by a Proposer and submitted to the MPCA in response to this SOW.

Proposer/Responder/Contractor - The terms "Proposer," "Responder" and "Contractor," will be interchangeable for all practical purposes within this SOW and any response.

State's Authorized Representative - MPCA staff person who has the responsibility to monitor the Contractor's performance and the authority to certify acceptance of invoices. See Section 8 of the Sample Contract Work Order, **Attachment 1** for a listing of the State's Authorized Representatives.

State's Contract Manager - The MPCA staff person who is responsible for management of this Contract Work Order for the MPCA. Responsible for review and approval of invoices, verify funding availability, conduct Contractor evaluations and assist with resolving performance issues.

System Crash – Either the Closed Landfill Database or the web validator are unavailable or are not functional.

User Interface – The User Interface is an Access 2007 front end and contains queries, modules and reports that allow the user to view and manipulate environmental data stored in Oracle 10.2.0.4 tables.

State Acronyms

CLP – Closed Landfill Program.

EDMS – Environmental Database Management System.

EQulS - Environmental Quality Information System.

LIMS - Laboratory Information Management System(s).

MPCA – Minnesota Pollution Control Agency.

UI – User Interface

SECTION 3

Project Tasks and Deliverables

The State will select 1 (one) qualified Contractor to provide a full range of programming activities for supporting, maintaining and enhancing the Closed Landfill Database used by the CLP.

Overall deliverables and tasks may include but are not limited to:

- Project management and communication;

- System error/correction and code modifications;
- Web-based validator maintenance;
- Assist with migration from environmental database management system to EQUIS (software license will be required for this task); and
- Response time for trouble shooting; which will include but is not limited to:

a) System Crash

The Contractor must respond to trouble shooting within one working day if the Closed Landfill Database experiences a “system crash.” The State will provide the Contractor with a list of MPCA staff who are authorized to give verbal directives to respond to a system crash. Written error details will be provided to the Contractor within 1 (one) hour of the verbal directive.

b) General Troubleshooting

If, however, the system has not crashed, then response time depends upon the problem and the proposed solution and can be negotiated. Written error details will be provided to the Contractor.

The core hours at the MPCA in the CLP are 7:00 a.m. to 5:00 p.m.

Deliverables for different tasks assigned will be an updated User Interface in Access 2007 format or any Access upgrades the MPCA acquires. The Contractor will set up an ftp site for delivery of updated UI in .mdb format.

The Responder may propose additional tasks that will substantially improve the Closed Landfill Database function. These items should be separated from the required items on the Cost Proposal.

SECTION 4

Desired Skills

- Programming skills with Microsoft Visual Basic, Access 2007, MySQL, Microsoft VB.NET, Java Script, ColdFusion and HTML.
- Experience with programming Access interfaces to Oracle database.
- Experience with the development of forms and reports with Access queries, recordset objects, and simple and complex calculations and formatting.
- Program macros and programs to automate tasks or features within an enterprise database.
- Programming skills with Visual InterDev, Active Server Pages, dBase II/III+/IV, Paradox for Windows.
- Familiar with Laboratory Information Management System(s) (LIMS).
- Familiar with Windows XP Professional Operating Systems, or current MPCA operating system.
- High level of organizational skills to prioritize and track multiple tasks and to document and communicate progress on the tasks.

SECTION 5

Project Environment (State Resources)

- All services will be provided under the oversight of an MPCA Hydrogeologists, and the MPCA Contract Manager. Current support structures in place: server contains the Oracle tables, Access 2007 is on the MPCA network. The validator is a secure web site with portions within and outside the MPCA firewall.

SECTION 6

Project Milestones and Schedule

- Estimated Contract Work Order Start Date: December 1, 2010.
- Contract Work Order End Date: November 30, 2012, with the option of 2, one-year extensions.
- Key deliverable dates - as required by the Project Work Plan.

SECTION 7

Process Schedule

- | | |
|--|-------------------------------|
| • Pre-Proposal demonstration | October 18, 2010 |
| • Deadline for questions | October 20, 2010, 2:00 PM CDT |
| • Anticipated posted response to questions | October 22, 2010 |
| • Proposals due | November 1, 2010, 2:00 PM CDT |
| • Anticipated proposal evaluation begins | November 2, 2010 |
| • Anticipated proposal evaluation & decision | November 15, 2010 |

Proposers will have an opportunity to attend a pre-proposal demonstration to view the current Closed Landfill Database on **October 18, 2010, from 1:00 p.m. – 2:00 p.m.** at the Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155, Room 5-1. This pre-proposal demonstration is not mandatory, however would be very beneficial. The MPCA will not accept questions pertaining to the SOW at the pre-proposal demonstration. The purpose of this demonstration is informational only.

Questions

Any questions regarding this SOW must be submitted via e-mail by October 20, 2010, 2:00 p.m. CDT:

Martina Cameron
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194
E-mail: Contracts.MPCA@state.mn.us (Subject Line of E-mail: SOW Closed Landfill Database CR2962)

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by the end of the day, October 22, 2010.

SECTION 8

Response Requirements/Proposal Submittal

The evaluation and selection of Responders shall be based on the information submitted in the Proposal. The State will not look for information or clarification outside of the information submitted in the Proposal.

Responses must be received no later than November 1, 2010, @ 2:00 PM Central Daylight Time (CDT) and must be submitted via e-mail to Contracts.MPCA@state.mn.us (Subject Line of e-mail: SOW Closed Landfill Database CR2962).

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 (1) Cost Proposal document as a separate attachment in the e-mail response. The Cost Proposal must be titled as such and include the Company name. The amount of money available for work performed under the Contract Work Order awarded to a Responder to this SOW is approximately up to \$25,000.00 per year. 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. No minimum payment is guaranteed by the State.

The Responder may submit additional tasks that will substantially improve the Closed Landfill Database function. These tasks must be submitted as a separate document, must include costs associated with each of the tasks, and must be titled "Additional Tasks" and include the Company name. The State is under no obligation to accept additional tasks submitted by the Responder and reserves the right to negotiate.

SECTION 9

SOW Evaluation Process

All responses received by the due date and time will be evaluated according to the evaluation process below.

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.
- Responder must be registered with the Office of Enterprise Technology 902TS Master Contract Program at the due date and time of proposal submittal.

Responses will be rated as follows: A 1,000 point scale will be used to create the final evaluation recommendation. The maximum points assigned to each category for which the proposal will be judged are:

Cover Letter	35 points
Qualifications & Capabilities	445 points
Desired Skills	220 points
*Cost detail	<u>300 points</u>
TOTAL	1000 points

*The State will be evaluating each Responders Cost Proposal 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 evaluation committee will not review the Cost Proposal until after the qualification points are awarded.

Targeted Group and Economically Disadvantaged Business and Individuals will receive 6% additional preference points. These preference points will be calculated as follows:

Total awarded price points x 6%

Veteran-owned/service disabled small business will receive 6% additional preference points. These preference points will be calculated as follows:

Total awarded price points x 6%

The State reserves the right to reject any and all Responses and to negotiate the terms of the Contract Work Order, including the Cost Proposal, 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.

SECTION 10

Components and Organization of Proposal

The format of the Response must be arranged in the same order as the items listed on the Responders Checklist, **Attachment 2**. All required items listed on the Responders Checklist must be submitted. Additionally, a table of contents must be provided and pages should be numbered, double-side printed, and each section tabbed as listed below.

SECTION 11

Cover Letter (Two Page Limit)

The cover letter should include the following:

1. Responder's mailing and facility addresses, facsimile number, telephone number, and web site address (if applicable).
2. Name, title, address, telephone number, and e-mail address of the person designated by the firm to answer questions about the Response.
3. Cover letter shall be signed by a designated officer of the Company.
4. Location of the firm's headquarters, local facilities and satellite offices participating in the Contract Work Order.
5. 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 Work Order to organize services, provide specific billing and invoicing information, and to generally discuss, inform, and interact with the Contract users.
6. Provide a summary of Company background, years in business, history, capabilities, organizational structure and areas of expertise.
7. A statement of acceptance of the Sample Contract Work Order, **Attachment 1** Terms and 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.
8. 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 12

Qualifications and Capabilities

Provide the detailed information listed below to summarize your Company's experience. Do not include previous MPCA projects or Company experience gained by current employees while working for another firm.

The Proposal shall contain the following details:

1. Provide resumes of the staff who will be assigned to the Contract Work Order and a matrix table listing the following information for each individual assigned to the Contract Work Order: classification, summary of educational experience, project role for this SOW, years of experience, and skills and expertise.
2. Provide a detailed description of the Company's experience as it relates to the tasks and deliverables listed in this SOW. Specifically describe the Company's experience with each of the subsections listed in Section 3 of this SOW.
3. Provide a project summary explaining how the Responder will approach each of the tasks and deliverables described in Section 3 of this SOW, describe the major activities for each task and deliverable listed, and staff resources required to achieve the tasks and deliverables of this SOW. The project summary must demonstrate the Responder's understanding of the services requested in this SOW and any problems anticipated in accomplishing the work.
4. Provide descriptions of three (3) projects managed by the Proposer within the last five (5) years that include tasks similar to those listed in this SOW. Experience shall be with project staff assigned to this Contract Work Order. For each of the projects provide: 1) name of the project and the client (including the client contact person with a telephone number and email address); 2) a brief project description including a listing of tasks performed and the personnel who performed those tasks; 3) outcome achieved.
5. Provide list of projects your firm has completed for other Governmental Agencies and role in each.
6. Provide a detailed description of your Firms experience with environmental data systems.
7. The Responder must describe the Company's policy for managing multiple environmental data projects and list the tools used. Include in this description the methods used for monitoring the progress of various tasks, problem solving, customer services and fiscal management. Describe the roles of the Responders project manager as well as the technical staff and how they communicate with each other and the client. Outline how the Responder ensures that all tasks are completed within a given schedule, are performed adequately, and are performed within or under budget.
8. Explain how your Company can provide the ongoing support within a timely manner including typical response times for troubleshooting a particular problem.
9. Provide detailed descriptions of your Company's experience with each of the Desired Skills listed in Section 4 of this SOW.

SECTION 13

Cost Proposal

Provide one (1) Cost Proposal document **as a separate attachment in the e-mail response**. The Cost Proposal must be titled as such and include the Company name.

The Cost Proposal must be in the following general format as a separate attachment:

(Responder to complete)

Description of work	Classification for work under this Contract Work Order	*Rate Per Hour	Number of Hours/Units	Expenses	Total
Project management and communication					
System error/correction and code modifications					
Web-based validator maintenance					
Assist with migration from environmental database management system to EQuls					

Trouble shooting a system crash					
TOTAL					

* Hourly rates cannot exceed the hourly rates identified in the Responder's Office of Enterprise Technology 902TS Master Contract.

The hourly rate for each classification must be listed on the Cost Proposal. There must only be one hourly rate per classification, not a range of rates.

All classifications must have a price or the State has the option of rejecting your Proposal or for purposes of cost evaluation, the State will insert the highest price listed in the Responder's Office of Enterprise Technology 902TS Master Contract.

The Cost Proposal, once approved by the State, becomes an integral part of the resulting Contract Work Order.

SECTION 14

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 15

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 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/ForeignOutsourcingDisclosureCertification.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>

If applicable, documentation showing Targeted or Economically Disadvantaged Vendor status.

If applicable, documentation showing certified, Veteran-owned small business status (Attachment 3).

SECTION 16

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.

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the Contract Work Order 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 Work Order. 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 Contract 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. 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, only if preapproved in the Project Work Plan. 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 organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract Work Order. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract Work Order and did not disclose the conflict to MMD, the State may terminate the Contract Work Order 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. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

VETERAN-OWNED PREFERENCE. In accordance with Minn. Stat. § 16C.16, Subd. 6c and § 16C.19, eligible certified veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned small businesses should complete the Veteran-Owned Preference Form in this solicitation. Only eligible and certified, veteran-owned small businesses that provide the required form, will be given the preference.

Eligible veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by a veteran and are certified by the United States Department of Veterans Affairs as a veteran-owned small business.

Eligible veteran-owned small businesses must be **currently** (at the time of solicitation due date) 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.vip.vetbiz.gov>

Foreign Outsourcing of Work Prohibited

All services under this Contract Work Order 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.

ATTACHMENT 1
SAMPLE CONTRACT WORK ORDER

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work Order

This Contract Work Order is between the State of Minnesota, acting through its **MINNESOTA POLLUTION CONTROL AGENCY**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State") and _____ ("Contractor"). This Contract 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.

Contract Work Order

1 Term of Contract 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 Contract 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 provide the MPCA's Closed Landfill Program with a full range of programming activities for supporting, maintaining and enhancing the Closed Landfill Database. The Contractor will perform the duties set out in this Contract Work Order and the Statement of Work and Fee Schedule, Attachment <>, which is attached and incorporated herein.

3 Project Work Plans

The Contractor shall prepare Project Work Plans upon request by the State. The Project Work Plan shall set forth the tasks the Contractor proposes to perform, a time schedule, and cost. Cost shall be based on the detailed budget section of Attachment <>. In most cases the scope of work in the Project Work Plan may include multiple tasks of work, e.g., programming, trouble shooting and user assistance, project management, etc.

The State and the Contractor may negotiate changes to the Project Work Plan. The Project Work Plan, once approved by the State, becomes an integral part of this Contract Work Order.

Separate cost ceilings shall be established in a Project Work Plan for total Contractor labor, and total Contractor expenses according to the budget section of Attachment <>. The Contractor labor level of effort anticipated for the tasks shall be identified in the Project Work Plan. The total labor amount of labor classifications shall not exceed the approved labor amount on the Project Work Plan per task. Only the preapproved labor classifications shall be used and the task must be completed by the appropriate level of labor classification. Changes between task amounts must be approved through a Change Order.

The State shall not pay for the preparation of Project Work Plans including time meeting with MPCA staff.

4 Project Work Plan Change Orders

If the State's Contract Manager or the Contractor's Project Manager identifies a needed change in the scope of work, budget, schedule and/or cost ceiling, either party may initiate a Change Order. The State's Contract Manager and the Contractor's Project Manager shall sign written Change Orders. Each Change Order shall become an integral and enforceable part of the Contract Work Order once executed by the State and the Contractor's Project Manager. A revised Project Work Plan with a revised budget, scope of work, and/or schedule must be attached to the Project Work Plan Change Order. Under no circumstances shall the Contractor proceed with work beyond the work authorized by the Project Work Plan unless a Change Order has been approved by the State.

5 Contract Work Order Amendments

Any amendment to this Contract Work Order must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract Work Order, or their successors in office.

6 Consideration and Payment

6.1 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 section of Attachment <>, which is attached and incorporated into this Contract Work Order.

(B) *Travel Expenses.* Reimbursement for travel and subsistence expenses not addressed in Attachment <> that are actually and necessarily incurred by the Contractor as a result of any Project Work Plan will be reimbursed in the 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. Minnesota will be considered the home state for determining whether travel is out of state.

(C) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed <>.

7 Invoices

The Contractor shall submit invoices for completed work activities specified in the Contract Work Order on a monthly basis to the MPCA, Attention: Accounts Payable, 520 Lafayette Road North, St. Paul, Minnesota 55155 or e-mail to mpca.ap@state.mn.us. 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 Contract Manager
- Invoice date
- Contractor project or reference number
- CFMS number
- Invoicing period (actual working period)
- An itemized list of all work completed per task
- An itemized list of all labor and other expenses
- Amount billed to date for Contract Work Order (including this invoice)
- Project status report
- Retainage calculation

No more than ninety percent (90%) of the compensation due per Project Work Plan task, under this Contract, may be paid until the final product(s) of the Project Work Plan task have been reviewed by the State and it has been determined that the Contractor has satisfactorily fulfilled all the terms of the Project Work Plan task. The ten percent (10%) retainage will be calculated and withheld per invoice.

The State's Authorized Representative shall have the authority to approve invoices, and no payments shall be made without the approval of the State's Authorized Representative. Payment shall be made within thirty (30) days of submission of the Contractor's invoices for services performed. The State shall pay interest at the rate of one and one half percent (1.5%) per month to the Contractor for undisputed billings when the State has not paid the billing within thirty (30) days following receipt of the invoice, in accordance with Minn. Stat. § 16A.124. When discrepancies occur regarding portions of an invoiced amount, the State shall pay the undisputed amount in accordance with this Section. The disputed items shall be paid within thirty (30) days of when the discrepancies are resolved. It is understood by the Contractor and the State that administrative procedures may cause a delay of payment of the first invoice submitted under this Contract for a period not to exceed sixty (60) days after presentation of the invoice.

The end of the State fiscal year is June 30. All invoices must be received by August 10 of each year for work done prior to July 1 of that year. Charges incurred in two fiscal years (before and after July 1) shall not be on the same invoice. The State closes its fiscal year accounts at the end of August. Any invoice for charges incurred before July 1 of any year which are received by the State and date stamped after August 10 (between August 11 through August 17) shall be paid, however, with a 10% reduction of the invoice. If the invoice is received after August 17 (between August 18 through August 24) it shall be paid with a 20% reduction of the invoice. If the invoice is received after August 24 (between August 25 through August 31) it shall be paid with a 30% reduction of the total cost of the invoice. Invoices received by the State after August 31 of that year will not be paid.

8 Authorized Representatives

The State's Authorized Representative's; Jeff Lewis, Doug Day, Doug Beckwith, and Doug Wetzstein have the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract Work Order. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The MPCA Contract Manager for this Contract Work Order is **Jean Hanson**, 520 Lafayette Road North, St. Paul, MN 55155-4194, 651/757-2408, jean.hanson@state.mn.us, or her successor, and has the responsibility to monitor the Contractor's performance, execute Change Orders and the authority to accept the services provided under this Contract Work Order. The State's Contract Manager must review and approve all invoices prior to being signed by the State's Authorized Representative.

The Contractor's Authorized Representative is <>. If the Contractor's Authorized Representative changes at any time during this Contract Work Order, the Authorized Representative must immediately notify the State.

9 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any

claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

10 Correction of Deficient Work

If required by the MPCA Contract Manager, at any time during the conduct of the project the Contractor shall promptly, without cost to the MPCA, correct any deficient work performed by the Contractor or any 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 Contract Work Order. If the Contractor does not correct such deficient work within the time specified by the MPCA Contract 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.

11 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.

12 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 debaring the Contractor from state purchasing.

13 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.

- 13.1 **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.

13.2 ***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.

13.3 ***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.

14 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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

CFMS No.

3. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(with delegated authority)

Title: Director, Operational Support Division

Date: _____

2. CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

ATTACHMENT 2

RESPONDERS CHECKLIST

<u>Section</u>	<u>Item</u>	
8	Response Requirements/Proposal Submittal	_____
11	Cover Letter	_____
12	Qualifications and Capabilities	_____
13	Cost Proposal (<i>separate e-mail attachment</i>)	_____
14	Conflict of Interest Statement	_____
15	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 Disadvantaged vendor status	_____
	*Documentation of Certified Veteran-Owned Preference Form (Attachment 3)	_____

*(*if applicable)*

ATTACHMENT 3 (if applicable)

VETERAN-OWNED PREFERENCE FORM

In accordance with Minn. Stat. § 16C.16, Subd. 6c and § 16C.19, eligible certified veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by a veteran and are certified by the United States Department of Veterans Affairs as a veteran-owned small business

Check this box if you are claiming the veteran's preference. Provide a screen print of the Department of Veterans Affairs website showing you are certified.

Eligible 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.vip.vetbiz.gov> .

Provide this form with your response. If you do not return this form with the box checked, you will not be considered for this preference.