

# **IT Professional Technical Services Master Contract**

## **Statement of Work (SoW) For Technology Services Issued By**

**Minnesota State Retirement Systems**

### **Project Title – Post Implementation Verification of Newly Designed Secure Network**

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

#### ***Business Need***

As a result of the State of Minnesota Office of the Legislative Auditor (OLA) findings during the last Information Technology Security Audit conducted in June of 2009, <http://www.auditor.leg.state.mn.us/fad/pdf/fad0923.pdf>, the Minnesota State Retirement system (MSRS) embarked on a multi-phase project to completely redesign and refresh its IT network infrastructure, security controls, and systems. This final phase of the project seeks an experienced vendor to validate the architecture and system security of the final network implementation.

This Statement of Work is for the third and final phase of the MSRS secure network project:

Phase 1 - Network Redesign - COMPLETED. A vendor-neutral contractor, in conjunction with MSRS Network Administration Security Professionals (Project Team) developed a network redesign plan that addressed the security findings and recommendations contained in the Legislative Auditor report listed above. The new standards-based design meets our current business requirements, enhances security of our computer systems and data, and is flexible enough to allow future growth and change. The vendor awarded Phase 1 is precluded from bidding on Phase 3 of this project.

Phase 2 – Acquisition & Implementation Approximately 80% COMPLETED. Multiple vendors were selected to provide hardware, software and related support services to meet the network design requirements. Testing has been completed and

implementation is targeted for March 4, 2011. Any vendor awarded portions of Phase 2 are precluded from bidding on Phase 3 of this project.

Phase 3 – Verification. This phase will validate that the Phase 2 newly acquired and implemented network configuration meets the design standards and schematics from Phase 1 to verify the effectiveness of security controls and validate that all the Legislative Auditor’s findings and recommendations have been addressed.

This project, including identification of all issues, testing and recommendations must be completed within a 4 week period. Final written documentation may be submitted up to 4 weeks after the initial verification period.

## ***Business Project Requirements***

The following items define this Statement of Work:

The goal of this Statement of Work is to evaluate and select an experienced, vendor-neutral network architect specializing in security and technical assessment to review MSRS’ newly implemented network configuration. Requirements include:

- Review network architecture for design flaws.
- Perform system penetration tests to verify effectiveness of security controls.
- Provide actionable recommendations for closing any open or otherwise insecure configurations and any other outstanding issues.
- Identify system strengths and weaknesses with respect to both security and performance.
- Work with the Phase 2 consultant and MSRS Project Team to resolve problematic audit findings if within the contract.
- Provide additional requirements recommendations as necessary.
- Document finding details for presentation to IS team, MSRS Management and if necessary, the MSRS Board of Directors and OLA staff.
- Certify newly implemented network configuration meets all legislative auditor findings and recommendations.
- Phase 3 project budget may not exceed \$50,000.
- No sub-contractors are allowed in the performance of this project.

MSRS and the vendor will mutually agree upon which actionable items fall within the confines of this contract.

## ***Project Deliverables***

At a minimum, MSRS requires a work plan consisting of:

1. Meet with MSRS Project Team and Phase 2 consultant to understand the redesigned network architecture.
2. Provide project time line within 1 week of kickoff meeting date.
3. Validate architecture security and design. Identify any design flaws.
4. Validate audit findings have been fully resolved to prevent recurrence and report outcome.
  - Provide explanation of how implementation and post-implementation tasks address OLA findings #2, #3, #4, #5, #7 as it pertains to the network, and portions of #8.
  - Conduct penetration testing to validate security.

- Identify network architecture strengths and weaknesses.
  - If OLA findings are not fully resolved, identify necessary corrective actions to be taken to achieve resolution.
  - Document validation processes and provide report of validation results.
5. Meet with MSRS Project Team and Phase 2 consultant to explain any issues identified.
    - Provide recommendations on problem resolution.
  6. Meet with MSRS management and Project Team to present verification results. If necessary, make presentations of final post-implementation verification results to the MSRS Board of Directors and/or Legislative Auditor representatives.
  7. Optional - Estimate cost of conducting capacity and load testing of the new network design. This must be completed during the initial 4 week project period.

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

## ***Project Environment (State Resources)***

### **Staff descriptions:**

- a. There are three high level, three mid-level IS staff and one external consultant involved with the project.
- b. Project Manager is Al Cooley, IS Director.
- c. Organizational structure of the project: Judy Hunt, MSRS Asst. Executive Director; Al Cooley, IS Director; Bart Wallace, IS Security Administrator; and Jye Meier, Network Architect and Team Lead.

### **System Environment:**

- a. **General.** The MSRS network infrastructure supports 90-plus employees located in our central office at 60 Empire Drive in St. Paul, and four satellite offices in Mankato, Detroit Lakes, Duluth and St. Cloud. Each satellite office runs through an Enterprise WAN and is occupied by less than five employees.
- b. **Network.** The network architecture consists of multi-vendor, best of breed solutions. The design goal was to completely redesign and refresh the MSRS network infrastructure, security controls and systems. The secure network is also designed to protect against a single point of failure and utilize redundant equipment to be located at a secondary site. For the purpose of the validation, all equipment is located at the St. Paul office.

A list of architecture components and network diagrams is available upon request. Please contact Sue Willinger ([sue.willinger@state.mn.us](mailto:sue.willinger@state.mn.us)) at 651-284-7727 for more details.

## ***Agency Project Requirements***

Validation requirements include:

- All work will be done at the St. Paul office, 60 Empire Drive.
- Any hardware or software recommendations will be covered under a separate contract and by another vendor.

- Any work requiring downtime of system equipment will not be done during standard business hours of 7:00AM – 5:00 PM, Monday through Friday.
- Compliance with Statewide Project Management Methodology (<http://www.state.mn.us/cgi-bin/portal/mn/jsp/content.do?contentid=536879578&contenttype=EDITORIAL&template=&id=-8484&subchannel=-536879888&sc2=null&programid=536879656&agency=OT/>) is required.

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

- Work-plan with milestones must be submitted.
- Vendor staffing will be approved by MSRS.
- Conduct weekly project meetings with MSRS Project Team and MSRS Management.
- Provide project documentation for deliverables.
- Testing and acceptance criteria will be reviewed by MSRS.
- Identify time required by MSRS staff assisting with project.
- A written proposed change management process is required. Out of scope items will be treated under a separate contract.

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

Required minimum qualifications are:

- Master Contract resource type(s)/ categories include Architecture Planning & Assessment – Security; or Architecture Planning & Assessment - Technical; or Network Security.
- Project staffing requires five years demonstrated experience with architecture (one person) and security (one person) or combined experience.

### ***Process Schedule***

<b>ACTIVITY</b>	<b>DUE DATE</b>
SOW Posted	February 14, 2011
Conference Call Project Question – All Vendors	February 17, 2011 – 10:00 AM
Responses due	February 23, 2011 – 3PM
Administrative Evaluation (Pass/Fail)	February 24, 2011
Finalist Interviews	February 28 – March 4, 2011
Vendor Selection	March 7, 2011
Contract start date	To be determined
Assessment completed at MSRS	To be determined
Contract end date - No extension allowed <ul style="list-style-type: none"> <li>• <i>The majority of the work for the contract must be performed during a 4 week period during March and April. The exact dates will be determined based on the execution of the contract.</i></li> <li>• <i>Final written reports may be submitted the first week of May. Potential meetings with the Board of Directors and/or Legislative Auditor will take place after the written reports are completed, but no later than June 30, 2011.</i></li> </ul>	June 30, 2011

## ***Questions***

MSRS personnel are not permitted to discuss this Statement of Work with anyone, including responders, before the proposal submission deadline. In order to address any questions or concerns responders may have, MSRS will conduct a question/answer conference call on Thursday, February 17, 2011 at 10:00a.m. CST. Prospective responders are encouraged to participate in this call. Questions will be answered during this one session only.

To register for the conference call, please contact:

Sue Willinger 651-284-7727 or [Sue.Willinger@state.mn.us](mailto:Sue.Willinger@state.mn.us)

## ***Response Requirements***

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

To facilitate the Evaluation Team's review of proposal, firms must submit:

### **1. Submit one (1) original hard copy of response.**

- a. Clearly mark envelope as "Original Copy" with company name.
- b. Include Transmittal Letter signed in ink by authorized member of the company in the original copy only.
- c. Provide an outline of the responder's company background.
- d. Provide a detailed statement of understanding of MSRS' proposed solutions to include service levels of availability, responsiveness, amount of work performed and applicable measures.
- e. Provide a detailed proposed work plan.
  - i. A list of personnel who will provide the service, detailing their training and work experience.
  - ii. Indicate the expected level of MSRS' participation in the project. Detail cost allowances/estimated MSRS expense for this participation.
- f. Provide a description of the deliverables to be provided to MSRS.
- g. Provide three references of similar work you have provided.
  1. All references must include contact information and be able to discuss applicable product and service offerings with MSRS. No references will be contacted without prior notification to the respondent.
- h. Indicate any Conflict of Interest.
  - i. Provide a list of all entities with which responder has a relationship that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposal. This list should indicate the name of the entity, the relationship and a discussion of the conflict.

1. If there is no conflict of interest, you must indicate “No conflict of interest.”
  - ii. Warrant that to the best of respondent’s knowledge and belief, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest.
  - i. State all exceptions you have to the language of the Standard State Contract template which is attached to the RFP document must be included in your response.
  - j. Forms – Attachment A-D
    - i. Location of Service Disclosure - required by all.
    - ii. Affidavit on Non-Collusion – required by all.
2. **Submit four (4) copies of original.**
  - a. Only one original ink signed authorized company signature is required. The Transmittal page may be photo-copied for these copies.
  - b. **No cost information** should be included with these copies; All cost information must be sealed separately in the single “Cost Proposal” envelope.
  - c. There is no need to copy required state forms. (Contained within “Original” section above.)
  - d. Seal copies in an envelope.
3. **Submit electronic copies:**
  - a. One PDF on CD with **no** cost information included.
  - b. One PDF on CD **with** cost information included.
4. **Cost Proposal**

Respondents must ensure that all cost information is restricted to the “Cost Proposal” document ONLY. No costing information may be communicated in the primary RFP response document.

  - i. Provide **one original** An Immigration Status Certification form (only if proposal exceeds \$50,000, including extension options)
  - ii. Veteran-Owned/Service Disabled Veteran-Owned Preference, if applicable.
  - b. **and three (3) copies** of the cost proposal in a separately sealed envelope clearly marked on the outside “Cost Proposal” along with your vendor name. For purposes of completing the cost proposal, 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 satisfactorily.
  - c. Vendor must provide expiration date of cost proposal. The expiration date must be valid 90 days from the contract execution date.
  - d. Provide a breakdown of tasks and professional services including hourly rates for services.
  - e. Identify the level of MSRS’ participation in the contract, as well as any other services to be provided by the department, and details of cost allowances for this participation.
  - f. Estimate cost of conducting capacity and load testing of the new network design. (Optional) This must be completed during the initial 4 week project period.

MSRS assumes no liability for payment of expenses incurred in the preparation and submission of the response. All materials submitted in response to this Statement of Work

will become the property of MSRS. Materials received will be considered PUBLIC information and will be open to public inspection in accordance with the Minnesota Statutes Chapter 13, the Minnesota Data Practices Act, after the Work Order has been executed.

### ***Proposal Submission Instructions***

- All responses must be in writing and delivered to:  
     Sue Willinger, Contract Management  
     MSRS  
     60 Empire Drive, Suite 300  
     St. Paul, MN 55103-2088
- No e-mail or fax proposals will be accepted.
- All proposals must be received no later than **3:00 p.m., CST, February 23, 2011.**
- **Late responses will not be considered.**
- Please submit **one** (1) original and **four** (4) copies of the **proposal** with no reference within the proposal to cost specifications. Submit and **one** (1) original and **three** (3) copies of the **cost specifications**.

### ***Evaluation Process***

All responses received by the deadline will be evaluated by the MSRS Selection Committee. The Selection Committee will individually evaluate and score proposals based on established criteria and best value to MSRS. Any proposal that does not fall within a competitive range at the end of this phase will be excluded from further evaluation.

The evaluation consists of a two part process:

1. Administrative. Pass/Fail based on Attachment E criteria. This checklist will be used for the initial Administrative Evaluation. The items on this list must be included in the RFP response. Any single failure of an item removes the RFP response from further evaluation.
2. Professional/Technical Services. If the Administrative evaluation was successfully passed, the Services evaluation will be completed. This includes evaluating the proposal submitted and may include a face to face interview.

The factors and weighting for services will be judged based on:

	<b>Professional/Technical Services</b>	<b>Service</b>
a.	Expressed understanding of project objectives/ product specs	5%
b.	Deliverables and work plan	30%
c.	Qualifications/experience of company & project personnel	30%
d.	Cost detail	30%
e.	Extent to which services will be performed within the U.S. (or by a WTO country company within its own borders)*	5%

The Selection Committee will identify areas, if any, requiring further clarification. MSRS will notify responders if it has a question or if any issues exist requiring clarification and firms must then respond in writing within a specified timeframe.

The cost proposal will not be opened by the Selection Committee until after the qualifications points are awarded. A 100-point scale will be used to create the final evaluation recommendation.

## ***General Requirements***

### **Estimated Value of Services**

The estimated value of these services is \$50,000. The vendor is encouraged to include an hourly cost breakdown of work items.

### **Proposal Contents**

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

### **Disposition of Responses**

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

### **Conflicts of Interest**

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

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to

the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

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

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

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

### **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.

### **IT Accessibility Standards**

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

[http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf)

### **Veteran-owned/Service Disabled Veteran-Owned Preference**

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

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

### **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.

**ATTACHMENT A Verify if already on file as part of master contract**

**STATE OF MINNESOTA  
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

**LOCATION OF SERVICE DISCLOSURE**

**Check all that apply:**

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
  - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
  - (2) the location where services under the contract will be performed; and
  - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**ATTACHMENT B – Verify if already on file as part of master contract**

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

(Rev. 12/00)

**ATTACHMENT C Verify if already on file as part of master contract**  
**State of Minnesota — Immigration Status Certification**

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p> <p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p> <p><b>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</b></p> <p>Name of Company: _____ Date: _____</p> <p>Authorized Signature: _____ Phone: _____</p> <p>Printed Name: _____ Title: _____</p> <p>_____</p>
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If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

Email: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

## ATTACHMENT D Verify if already on file as part of master contract

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

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

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

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

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the Statement of Work opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov> .

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

## Attachment E - Administrative Evaluation Criteria

This checklist will be used by MSRS as an initial Administrative Evaluation. The items on this list must be included in the RFP response. Any single failure of an item removes the RFP response from further evaluation.

**Pass:** RFP response contains the required item(s).

**Fail:** RFP response did not contain the required item(s).

**N/A:** The specified item is not applicable for this RFP response.

<b>Pass/Fail Criteria</b>	
<b>All respondents must provide:</b>	<b>Pass – Fail - N/A</b>
-One original copy signed in ink by an authorized member of the company or organization. All appropriate forms signed and included with original copy.	
-Four copies of the proposal.	
- Submit one PDF with NO cost information on CD - Submit one PDF <b>including</b> cost information on DC	
-Company background and history.	
-Three references of similar work or installed products with reference contact information.	
Staffing provided meets minimum experience standards	
-List any Conflicts of Interest or statement that none exist.	
-List any exceptions to the language of the Standard State Contract template which is attached to the SOW document or statement that none exist.	
-Provided one copy of the cost proposal in a separately sealed envelope clearly marked on the outside “Cost Proposal” along with vendor name.	
<b>Based on the proposal amount the respondent must provide:</b>	
-An Affidavit of Non-Collusion form signed.	
A Location of Service form signed.	
-An Immigration Status Certification (if proposal <b>exceeds \$50,000</b> , including extension options) form. Must be signed and included in original copy.	

**Attachment F**

**STATE OF MINNESOTA – *Sample Contract Language*  
IT Professional Services Master Contract Work Order**

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

**Recitals**

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

**Work Order**

**1 Term of Work Order**

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

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

- 1.2 Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Contractor's Duties**

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

**3 Consideration and Payment**

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

A. *Compensation.* The Contractor will be paid as follows:

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

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

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

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

**4 Liability**

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

**5 Foreign Outsourcing**

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

**6 Authorized Representatives**

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

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

**1. STATE ENCUMBRANCE VERIFICATION    2. STATE AGENCY**

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

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ (with delegated authority)  
Title: \_\_\_\_\_

CFMS Contract No. \_\_\_\_\_ Date: \_\_\_\_\_

**3. CONTRACTOR**

The Contractor certifies the appropriate person(s) Have executed the contract on behalf of the Contractor as required by applicable articles or bylaws

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_