

**IT Professional Technical Services  
Master Contract**

**Statement of Work (SOW)  
For Technology Services  
Issued by  
Minnesota Department of Revenue (DOR)**

**Project Title:  
SCCM Course Design and Instructor Led Training**

**Service Categories:**  
Training – Instructor – Led  
Or  
Training-Course Design

Proposals due February 10, 2011, 1:00 pm CT

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**Note:** Attachments B must be submitted with the proposal.  
Attachments C and D are DOR work related policies.  
Attachment E must be signed and returned with the contract, not with your response.

## **Business Need**

The Department of Revenue, Information Systems Division has recently changed the way updates to be deployed are distributed using System Center Configuration Manager. Although professional administrators will administer and manage the SCCM environment, it is necessary for the related ISD employees to have solid architectural understanding of SCCM environment and the knowledge to deploy using it.

## **Product or Results**

After completion of training, employees will have a solid understanding on planning and overview of client deployment, configuring software distribution, deploying operating systems, and managing software updates using SCCM.

## **Contractor Duties**

Contractor will develop and provide 3 days of classroom training for up to 6 students.

Contractor will develop and provide training class covering the following topics:

### Overview of Client Deployment

- Client push deployment
- Different ways to deploy

### Overview of collection Management

- Maintenance Mode

### Reporting

### Overview of Site Settings

- Overview of what each site setting does

### Overview Inventory Collection and Asset Intelligence

- Collecting of Hardware inventory
- Overview collecting Software inventory
- Asset intelligence- the cal aspect of this- general knowledge

### Distributing Software using Microsoft System Center configuration Manager 2007

- Overview of the software Distribution Process
- Preparing for Software distribution
- Overview of Distribution Points
- Creating and Populating Collections
- Configuring Collection Settings
- Creating and Configuring Packages and Programs
- Distributing Packages
- Advertising Packages
- Monitoring and Troubleshooting Software Distribution
- 3<sup>rd</sup> Party Update

### Deploying and managing Software Updates

- Description of Software Updates
- Preparing the Configuration Manager 2007 Site for Software Updates
- Managing Software Updates
- Monitoring and troubleshooting Software Updates

### Deploying Operating system

- Overview of Operating System Deployment
- Preparing for Operating System Deployment
- Task Sequence in Operating Deployment
- Capturing Operating System Images
- Managing User Data

- Deploying Operating System
- Overview of Business Desktop Deployment  
 Overview NAP (Network Access Protection)  
 Working with Desired Configuration Manager
- Overview of Desired Configuration Management
  - Configuring Desired Configuration Management
  - Viewing and Troubleshooting Compliance Results
- Microsoft System Center Configuration Manager 2007 Native Mode and Internet-Based Client Management
- Introduction to the Configuration Manager 2007 Native Mode
  - The Public Key Infrastructure Required for Native Mode
  - Configuring Site for Native Mode
  - Internet-Based client Management

**Deliverables**

Contractor will provide instructor led training, training materials for students, and detailed class computer requirements for computers at DOR and training evaluations. Evaluation information must be shared with the project manager within two weeks after completion of training.

DOR will provide LCD projector, Flip Chart, Whiteboard and Training Computers for both the instructor and students.

**Required Skills**

Instructor will have classroom teaching experience with technical subjects and knowledge of the following topics:

- SCCM Infrastructure
- SCCM Software Distribution
- SCCM Operating System Deployment
- Desired Configuration Manager

**Desired Skills**

Knowledge and experience of the various technical skills are desired including:

- Microsoft Certification or other related certifications
- Knowledge of USGCB (Nist standards)
- Experience delivering technical training
- Virtual Application Deployment

**Duration and Location of Assignment**

The 3 days of training are to be provided at the Department of Revenue, 600 North Robert Street, St. Paul, MN. Duration of training provided from 8:00AM to 4PM. Training needs to be completed as soon after contract award as possible and will be scheduled with the project manager.

**Process Schedule**

- |  |                               |
|--|-------------------------------|
| • Deadline for Questions                     | February 7, 2011, 1:00 pm CT  |
| • Posted Response to Questions               | February 8, 2011              |
| • Proposals due                              | February 10, 2011, 1:00 pm CT |
| • Anticipated proposal evaluation begins     | February 14, 2011             |
| • Anticipated proposal evaluation & decision | February 18, 2011             |

## Questions

Questions regarding this Request for Proposal must be submitted to the Minnesota Department of Revenue by email to the following address: [dor.rfp@state.mn.us](mailto:dor.rfp@state.mn.us). Other personnel are not authorized to answer questions regarding this Request for Proposal.

Questions submitted to DOR must contain the name of the person submitting the questions, their email address, name of the company and title "SCCM Training" in the subject field of the email.

**Questions must be received no later than 1:00 p.m. CT, in St. Paul, Minnesota, on February 7, 2011**, as indicated by the date and time stated in the DOR mail header. DOR reserves the right to refrain from responding to questions submitted after 1:00 p.m. CT, on February 7, 2011.

All of the questions along with DOR's answers will be posted on the Office of Enterprise Technology web-site ([www.oet.state.mn.us](http://www.oet.state.mn.us)) on or about February 8, 2011, 1:00 p.m. CT. The exact day and time the questions and answers will be posted may depend on the quantity and complexity of the questions.

## Submitting Responses

Responses to this request must be submitted by email to DOR at the following address: [dor.rfp@state.mn.us](mailto:dor.rfp@state.mn.us).

Responses are due at DOR no later than 1:00 p.m. CT, on February 10, 2011 as indicated by the date and time stated in the DOR email header. Late responses will not be considered.

Responses submitted to DOR must include a cover letter containing:

- Project Title: "SCCM Training"
- The name of the person submitting the response
- Their email address
- Their phone number
- Name and address of their company

This work order request does not obligate the state to award a work order or complete the assignment, and the state and DOR reserve the right to cancel the solicitation if it is considered to be in their best interest.

## Response Content Requirements

The proposal must include the requested information in sufficient detail to allow the Department to evaluate the proposal based on the information provided. By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award.

The Proposers will furnish the following documentation:

### Detailed Course Outline

- A proposed course outline that describes the topics listed under Contractor Duties.

### Proposed Project staff

- Resume – This should provide detailed information about the experience and qualifications of the person/persons to be assigned to develop and instruct this class. The information should include education, training, applicable certifications, technical, functional, relevant and related experience, past and present projects with dates and responsibilities.

References

- Proposals must include at least three references with at least one reference relating directly to the work requested on this statement of work. The minimum information provided for each reference is: name of organization, address, name of contact person, types of services provided and dates services were provided.

Cost

- Cost information will be submitted with the proposal and contained in a separately sealed envelope. Responses must include the proposed per student cost.

**All requirements must be met and all required skills listed and identified or your submission may be deemed nonresponsive and receive no further consideration.**

**Interviews**

Only the top candidates may be selected for an interview based on the requirements in **Required Skills, Desired Skills and Response Content Requirements**.

Interviewees will be expected to demonstrate and describe their qualifications in fulfilling the requirements described in **Contractor Duties**.

Interviews will be held at the Minnesota Department of Revenue, 600 North Robert Street, St. Paul, Minnesota or by telephone. Notice of invitation for an interview will be given as soon as practicable after the evaluation of responses.

The interviewee will be responsible for all of their costs related to their interview, for example: travel, lodging and meals.

NOTE: Evaluation points may be reevaluated based on information provided in the interview.

**Description of Evaluation Process:**

The Department of Revenue will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation. Proposals will be evaluated on “best value” as seventy percent (70%) qualifications, experience, and references and thirty (30%) percent on cost considerations.

- 30% - Training experience of the personnel who would be assigned to the project. Include resume(s) of proposed candidate(s)
- 30% - Knowledge of areas described under required and desired skills
- 10% - References. The Department of Revenue may or may not contact all references.
- 30% - The responder’s cost breakout.

The State will not consider the prices submitted by a proposer to be proprietary or trade secret material. 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.

### **Proposal Contents**

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

### **Disposition of Responses**

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

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

### **Conflicts of Interest**

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

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

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

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. **Responders must self-identify themselves as an eligible business or individual to receive this preference.** 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.

### **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.

### **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.

### **EXAMPLE OF THE IT PROFESSIONAL SERVICES MASTER CONTRACT WORK ORDER**

An example of the IT Professional Services Master Contract Work Order to which the selected contractor will be required to sign is attached (Attachment A) to this Statement of Work. If you take exception to any of the terms, conditions or language in the Work Order, you must indicate those exceptions in your response; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response will be available for discussion or negotiation.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the SOW; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the SOW will be available for discussion or negotiation.

### **IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its commissioner of Revenue ("State or Department") 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.

#### **Recitals**

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of a \_\_\_\_\_.
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 Deliverables**

The deliverables will consist of, but not limited to: *[thorough description]*

##### **4 Consideration and Payment**

- 4.1** *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: The Contractors will be paid
  - 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 \_\_\_\_\_dollars.

- 4.2** *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:

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**5 Liability**

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

**6 Foreign Outsourcing**

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

**7 Authorized Representatives**

The State's Authorized Representative is \_\_\_\_\_(or successor), phone: \_\_\_\_\_, Minnesota Department of Revenue, will be the Contracts Manager for this project. She will be responsible for managing the compliance of this contract and the authorized representative to consider, accept or reject any contract modifications and has authority for approval of acceptance of services and invoice approval for payment.

The State's Project Manager is \_\_\_\_\_, (or successor), Minnesota Department of Revenue, phone: \_\_\_\_\_ and has the responsibility to monitor the Contractor's performance and with the Contracts Director has the authority to accept the services provided under this contract. If the services are satisfactory, the State's Project Manager and Contracts Manager will certify acceptance on each invoice submitted for payment.

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

**8 Assignment, Amendments, Waiver, and Contract Complete**

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 **Amendments.** Any amendment to this contract 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, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**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:

- 4) Intentional, willful, or negligent acts or omissions; or
- 5) Actions that give rise to strict liability; or
- 6) 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 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

## **11 Government Data Practices and Intellectual Property**

11.1. ***Government Data Practices.*** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

### **11.2. *Intellectual Property Rights.***

(A) ***Intellectual Property Rights.*** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the

State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

(1) *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(2) *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**12 Workers' Compensation and Other Insurance**

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document.

Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

**13 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions**

Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor

shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

**14 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

**15 Publicity and Endorsement**

15.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

15.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

**16 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**17 Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

**18 Payment to Subcontractors**

(If applicable) As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**19 Termination**

19.1 **Termination by the State.** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

18.2 **Termination for Insufficient Funding.** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

**20 Minnesota Statute § 181.59**

The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21 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.

**22 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.

**23 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.

23.1 ***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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 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.

23.2 ***Minnesota Statute § 363A.36.*** Minnesota Statute § 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.

23.3 ***Minnesota Rule 5000.3400-5000.3600.***

(A) ***General.*** Minnesota Rule 5000.3400-5000.3600 implement Minnesota Statute § 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 Minnesota Rule 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 Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 24 **DOR Policies**

The Contractor agrees to comply with all terms of the Minnesota Department of Revenue's Policy Prohibiting Pistols at Work and the Workplace Violence Policy wherever and whenever the Contractor is performing services within the scope of this work order. In other words, any Contractor doing work for the Department of Revenue will not carry any dangerous weapons as described in either policy.

Any violations of these policies by the Contractor or Contractor's employees may result in the immediate suspension or termination of this 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 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: \_\_\_\_\_

**Pistols Prohibited at Work**

September 2006

This policy is in response to the Minnesota Citizens' Personal Protection Act of 2003 (subsequently re-enacted in the 2005 Legislation Session). All other policies regarding dangerous weapons and violence in the workplace remain in effect. Those policies are available on the HR Information for All Employees Database, refer to security and workplace behavior.

The Department of Revenue hereby establishes a policy prohibiting all Department of Revenue employees from carrying or possessing pistols while acting in the course and scope of employment for the Department of Revenue. This policy applies to all Department of Revenue employees, including those who have a permit to lawfully carry pistols.

The possession or carrying of a pistol by Department of Revenue employees is prohibited while on any state owned or leased Department of Revenue work site.

The possession or carrying of a pistol by Department of Revenue employees is also prohibited while acting in the course and scope of employment for the Department of Revenue in any work location. Work location includes, but is not limited to:

- Taxpayer businesses;
- taxpayer residence;
- office or home of taxpayer representatives;
- office or home of any third party;
- other government offices;
- any other location where a Department of Revenue employee conducts department business in the presence of other Department of Revenue employees, taxpayers, taxpayer representatives or other third party representatives; and
- attending training or conferences on behalf of the department.

In addition, this policy applies to Department of Revenue employees under the following circumstances:

- Driving on department business regardless of who owns the vehicle;
- and riding as a passenger in a vehicle or any type of mass transit on department business.

An exception to this policy is that Department of Revenue employees may possess or carry pistols in state owned or leased parking facilities or areas if they follow all applicable laws.

Employees violating this policy are subject to disciplinary action in accordance with the Department of Revenue's disciplinary procedures.

If you have questions about this policy contact Kathy Yzermans, Facilities Management, at 651-556-6003 or Human Resources Division at 651-296-3414.

## **Workplace Violence Policy**

### **INTRODUCTION**

In 1992, the Minnesota Legislature adopted the following act (Minn. Stat. 1.5):

#### **Freedom from Violence**

The State of Minnesota hereby adopts a policy of zero tolerance of violence. It is state policy that every person in the state has a right to live free from violence.

In furtherance of this policy, Minn. Stat. 15.86 mandates that each agency of state government adopt a goal of zero tolerance of violence in, and around, the workplace.

Each agency is also encouraged to develop a plan that describes how the agency will (1) seek to eliminate any potential for violence in and around the agency workplace; and (2) seek to eliminate any potential for violence by affecting the attitudes and behavior of the people that the agency serves or regulates.

#### **AGENCY GOAL**

It is the goal of the Minnesota Department of Revenue to achieve a work environment which is free from threats and acts of violence. The department will not tolerate workplace violence of any type, from any source. This includes threatening or violent actions by employees directed against other employees, by employees directed against department customers or other workplace visitors, and by department customers or visitors directed against department employees.

#### **AGENCY POLICY**

It is the policy of the Minnesota Department of Revenue and the responsibility of its managers, its supervisors and all of its employees to maintain a workplace free from threats and acts of violence. The department will work to provide a safe workplace for employees, and for visitors to the workplace. Each employee, and everyone with whom we come into contact in our work, deserves to be treated with courtesy and respect. The department's policy on work-related violence includes:

The department will actively work to prevent and eliminate acts of work-related violence.

The department will respond promptly, positively, and aggressively to deal with threats or acts of violence. This response will include timely involvement of law enforcement agencies, when appropriate.

Incidents of work-related threats or acts of violence will be treated seriously by the department. Reports of such acts will be promptly investigated, and management will take action, as necessary, to appropriately address each incident.

The department will take strong disciplinary action, up to and including discharge from State employment, against employees of the department who are involved in the commission of work-related threats or acts of violence.

The department will support criminal prosecution of those who threaten or commit work-related violence against its employees, or against taxpayers and other visitors to its work environment.

Pursuant to Minnesota Statute 15.86, this policy does not create any civil liability on the part of the State of Minnesota

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: \_\_\_\_\_