

# IT Professional Technical Services Master Contract

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

### Minnesota State Retirement Systems

#### Project Title – High Level Business Process & Application Assessment

**Service Categories – Vendor is required to choose any option within Group 1 along with any option within Group 2:**

#### **Group 1**

Analyst - Business  
Architecture Planning & Assess. – Business  
Modeling Business

#### **Group 2**

Analyst – Re-engineering  
Architecture Planning & Assess. – Information/Data  
Modeling Process

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

- The Minnesota State Retirement System (MSRS) is seeking Professional/Technical services to provide a high-level assessment of our current business and software development processes, our existing application structure and future needs; evaluate the associated strengths and weaknesses, research and identify options for transitioning our existing COBOL applications to a new platform (yet to be determined); and present options and a recommendation for the best way to proceed to MSRS management so they may evaluate the information and later develop a plan for replacement of COBOL applications.
- The successful completion of this project will ensure that MSRS has a long-term, valid plan for future application development and viable options for sustaining mission-critical business applications.

This project does not include business process re-engineering and implementation. MSRS reserves the right to exclude selected vendor from future phases of this project.

Project stakeholders are internal and external MSRS staff and MSRS retirement plan members.

#### ***Business Project Requirements***

The following projects define this Statement of Work:

1. High-level Business Process Analysis
  - a. Meet with MSRS staff to orientate contractor team with MSRS mission-critical business processes.

- b. Determine if there is a need to streamline processes
      - i. Provide goals for streamlining with guiding principles
    - c. Recommend the priority order if streamlining is required
  2. Application Migration Options
    - a. Identify options and provide recommendations for migration of COBOL applications
      - i. Include estimated costs, resources and time line for each option identified
  3. Formalize Recommendation to Management
    - a. Determine best migration approach
    - b. Determine which service processes are candidates for streamlining
    - c. Prioritize activities within the approach

## ***Process Schedule***

<b>ACTIVITY</b>	<b>DUE DATE</b>
SOW Posted	February 28, 2011
Conference Call - Project Questions – All Vendors	March 7, 2011 10:00 – 11:00
Responses due	March 10, 2011 12:00 PM
Administrative Evaluation (Pass/Fail)	March 10, 2011
Vendor Interviews	March 14-18, 2011
Vendor Selection	March 21, 2011
Work Order start date	March 28, 2011
Time and Resource Estimates, Options and Recommendations Due	May 9, 2011
Final Written Report	June 15, 2011
Project End	June 30, 2011

## ***Project Deliverables***

These project deliverables relate directly to the application evaluation listed above.

1. Provide work plan to MSRS by 4/4/11.
2. Provide goals for streamlining processes, including guiding principles by 5/9/11.
3. Written final report presented to MSRS management identifying engagement results, including system strengths and weaknesses, options and recommendations for changes, cost estimates and resource requirements and time lines for each option due 6/15/11.

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

- Staff descriptions:
  - a) There is one high level ITS staff involved with the project, Xo Thao, Project Lead
  - b) Project Manager is Al Cooley, IS Director
  - c) Project Team: Dave Bergstrom, Executive Director, Judy Hunt, Assistant Executive Director – Finance, Systems and Records, Al Cooley, IS Director, Xo Thao, Application Development, Erin Leonard, Assistant Executive Director Retirement Services
- System Environment:
 

**MSRS Application Environment**

The current application environment consists of Z/OS COBOL running on an OET hosted mainframe and a Java Servlet Web application running in Websphere on a Zlinus virtual machine on the OET mainframe. Data is stored in Z/OS and Z/Linus DB2 databases hosted on the OET mainframe.

## MSRS Software Environment

Websphere

DB2

Mainframe Applications

## ***Agency Project Requirements***

Project requirements include:

- All work will be done at the St. Paul office, Empire Drive
- Compliance with Statewide Project Management Methodology (<http://www.state.mn.us/cgi-bin/portal/mn/jsp/content.do?contentid=536879578&contenttype=EDITORIAL&template=&id=-8484&subchannel=-536879888&sc2=null&programid=536879656&agency=OT/>)
- Compliance with applicable industry/agency standards is required

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

- A written proposed change management process is required. Out of Scope items will be treated under a separate contract
- Vendor staffing will be approved by MSRS
- Conduct weekly project status meetings with MSRS project team
- Provide project documentation for each deliverable
- Work-plan with milestones must be submitted

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

Required minimum qualifications are:

- Five years demonstrated experience in the following categories: Analyst-Business or Architecture Planning & Assessment – Business or Modeling Business AND Analyst – Re-engineering, or Architecture Planning & Assessment – Information/Data or Modeling Process

## ***Questions***

Any questions regarding this Statement of Work will be addressed during the vendor conference call on March 7, 2011.

## ***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' business need.
  - e. Provide a detailed proposed work plan.
    - i. Include 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 – Exhibit A - D
    - i. Location of Service Disclosure - required by all;  
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
    - ii. Affidavit on Non-Collusion – required by all;  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
    - iii. An Immigration Status Certification form (only if proposal exceeds \$50,000, including extension options)
    - iv. Veteran-Owned/Service Disabled Veteran-Owned Preference, if applicable.
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 the 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.)
3. **Submit one electronic copy** via CD or DVD, of response complete with all information included in the original proposal and cost proposal.
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.**
- a. Provide **one original 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.
  - b. Vendor must provide expiration date of cost proposal. The expiration date must be valid 90 days from the contract execution date.
  - c. Provide a breakdown of tasks and professional services including hourly rates for services.
  - d. 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.

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 proposals must be received no later than **12:00 P.M. (Noon), March 10, 2011.**
- All responses must be in writing and delivered to:  
Sue Willinger, Contract Administrator  
MSRS  
60 Empire Drive, Suite 300  
St. Paul, MN 55103
- Fax and E-mail responses **will not** be considered.
- **Late responses will not be considered.**

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:

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

**EXHIBIT A**

**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: \_\_\_\_\_

**EXHIBIT B**

**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 Representative (Please Print) \_\_\_\_\_

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

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

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

Notary Public

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

**EXHIBIT C**

**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>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

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 debaring 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

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<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>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

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 debaring the contract vendor from state purchasing.

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# STATE OF MINNESOTA

## IT Professional Services Master Contract Work Order

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

### Recitals

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

### Work Order

#### 1 Term of Work Order

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

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

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

#### 2 Contractor's Duties

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

#### 3 Consideration and Payment

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

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

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

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

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

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

#### 4 Liability

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

#### 5 Foreign Outsourcing

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

**6 Authorized Representatives**

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

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

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

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

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

(with delegated authority)

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

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

**3. CONTRACTOR**

The Contract or certifies the appropriate person(s)

Have executed the contract on behalf of the Contractor as

required by applicable articles or bylaws

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

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

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