

Mn/DOT Contract No.: 98275

OET No.: 2742

Admin No.: 25479

**IT Professional Technical Services
Master Contract Program
902TS
Statement of Work (SOW)
For Technology Services
Issued by**

Minnesota Department of Transportation (Mn/DOT)

Project Title: Support for Desktop Software Testing, Test Issue Tracking/Resolution and Desktop Software Testing Strategies/Analysis

Service Categories: **FIRMS MUST BE APPROVED IN ALL THREE CATEGORIES TO RESPOND.**

- Testing
- Quality Assurance
- Project Management

1. Business Need

Mn/DOT has a need to support Desktop Software Testing, Test Issue Tracking/Resolution and Desktop Software Testing Strategies/Analysis. Currently assistance is needed to support the Integrated Desktop Software Testing Service (IDST) within Mn/DOT. This service supports desktop software users and Mn/DOT IT staff by providing a consistent approach to testing desktop software changes and designing effective release/deployment strategies used to install software on desktops. The testing discovers and addresses software integration/functionality issues that can cause disruptions for business users and divert limited IT support staff from critical support needs. The primary goal of this contract is to augment Mn/DOT staff by providing needed testing, analysis and quality assurance skills required for the IDST/Release Service.

1.1 Business and functional needs

A consistent, timely and well planned testing and analysis process to test desktop software products used at Mn/DOT is critical to insure that IT desktop tools are available to meet business needs.

Integration testing is a critical part of IDST as is the analysis of testing requirements and results. Currently Mn/DOT does not have the resources available to support this critical need. It is the integration testing that uncovers conflicts between software products and resolves those conflicts before they become a problem for users. The analysis required includes determining:

- what tests to perform
- what base configurations and upgrades to include in the testing
- what regression testing to perform
- what changes to make based on analysis of both the environment and the testing results

1.2 History

A pilot project was completed in June, 2005 to:

- define, develop and validate testing procedures and guidelines
- enhance an existing test lab/equipment
- implement a proof of concept to test this “service” on a limited basis with 5 standard desktop software products.

Mn/DOT application stewards provided the user testing requirements and internal desktop support staff provided an installation tester and product tester. A contractor was hired to provide the desktop architect and test lead skills. The pilot was very successful in determining a quality assurance methodology to use for testing and in completing a proof of concept for integrated testing of 5 standard desktop software products. The project did not deploy any actual software upgrades nor did it provide an on-going testing service. These deliverables were outside the scope of the project.

The project recommended that a Testing Service be developed and provided process refinements to include in the established service. Based on the results of the proof of concept, it was determined that the State should proceed to develop a testing service. This service has now been in operation for 4 years and demands for the service continue to grow.

1.2.1 Intentions/Values of the desired solution

The desktop software testing service provides the following benefits: 1) improved effectiveness and efficiency of desktop software upgrades; 2) reduction in business/customer disruptions; 3) improved ability to react to and deliver security patches; and 4) reduced IT support required during/after upgrades/changes to desktop software.

1.2.2 Focus Statement

The Selected Responder will be expected to: 1) create test plans; 2) create test cases and test case lists; 3) review test plans and test results; 4) develop test strategies/plans including the statistical analysis required to establish the strategy; 5) provide status information to software product stewards; 6) monitor issues that arise during testing and track their resolution including maintaining web site information about issues/resolutions; 7) participate in issue resolution; 8) work closely with other desktop software testing service staff ; 9) manage computer equipment required for the testing service as assigned; 10) provide knowledge transfer of testing and strategy/analysis skills and knowledge to designated Mn/DOT staff ; 11) assist with creation of VM desktops required for testing (if requested); 12) direct MnDOT staff who have been assigned testing responsibilities during actual testing; and 13) recommend strategies and provide direction as requested as Mn/DOT expands and enhances its quality assurance, testing and software release capability.

1.2.3 Stakeholders

Stakeholders include management, staff and customers of Mn/DOT's Desktop Testing Service and other quality assurance related services.

1.2.4 Expectations

The Selected Responder will report within Mn/DOT's Office of Information & Technology Services (OI&TS) to the Business Relations Unit Supervisor. The Selected Responder will be expected to follow the testing/ deployment process used by Mn/DOT and will be expected to use the tools specified by Mn/DOT (e.g. JIRA, VMWare, SCCM, regression tools, etc.). Testing and analysis will focus on specified desktop software products such as: Windows XP SP3 and Windows 7 operating systems; Office 2007 and 2010; Open Text document management, SharePoint, Internet Explorer 8, workflow and records management software, Adobe Reader, Adobe Writer, various utilities including Java Runtime Environment, Virus protection software, viewers, etc. Various business specific applications will also be part of the testing and analysis. This list may be expanded over the course of the contract to include other desktop software.

- 1.2.5 This contract will support the continued implementation of a desktop software testing/release service for Mn/DOT. The benefits of the service are explained above. This fits the enterprise/agency strategic plan to increase efficiencies and reduce unnecessary costs/redundancy. This also fits the agency direction to secure state data resources by improving the ability to react to security patches.

1.3 Responder Required Work Location. The Selected Responder will be required to work on site at the Mn/DOT Central Office in St. Paul, MN the majority of the time.

2. Project Duties and Deliverables

The Selected Responder will perform the duties specified in this section and provide the project deliverables detailed in this section. All deliverables include Mn/DOT review and acceptance.

- 2.1 Provide a change management process for this contract.
- 2.2 Provide staffing to support Mn/DOT's needs as follows:
Responder's will propose 2 people. The proposal should include one senior level person to do planning, research, test cases, Quality Assurance and problem resolution and one junior level person to do testing and to assist with test cases and test planning. Consultant staff will be expected to work at Mn/DOT's central office building and will be provided with desk space and computer equipment required for this consulting engagement. The average range of hours per week for this contract (combined senior/junior level work) would be expected to be in the 20 – 25 hour range (approximately) depending on the hourly rate for each level and the nature of the work required in any given week. Flexibility to work more hours some weeks and less others based on work load is expected.
- 2.3 Perform Project Documentation
Extensive documentation is required. Documentation includes, for example, documentation of testing procedures, tests completed, results of tests, results of problem resolution, web site matrix of problems and resolutions, analysis results, etc.
- 2.4 Perform Project Management responsibilities
Provide a Project Manager for the contract administrative tasks for this engagement. In addition, the senior level consultant assigned to the tasks included in this contract must have some project management experience and skill in order to coordinate and lead testing with other testers, coordinate testing for multiple stewards, and work effectively on a team with other Mn/DOT staff who do testing/deployment work.
- 2.5 Provide training/ knowledge transfer
Knowledge transfer to staff working in the testing service is required. This includes verbal discussion as well as complete documentation.
- 2.6 Follow all technical specifications and processes identified in this SOW
- 2.7 Maintain sufficient resources (staff) to stay on schedule, support change management incidents. Change management staff should be available for potential meetings with Mn/DOT staff.
- 2.8 Adhere to Mn/DOT's testing and acceptance criteria.
- 2.9 Submit a best practice work plan/schedule, and estimated durations to complete each deliverable. In-depth discussion of work plans may occur at contract negotiations.
- 2.10 Report all work plans and completed requirements to the Mn/DOT Project Manager.
- 2.11 Thoroughly test and track all defects using **JIRA or other tracking software as assigned.**
- 2.12 Adhere to Mn/DOT's Project Documentation.
- 2.13 Work closely with staff assigned to the Desktop Software Testing/Release Service, the software stewards, desktop architect, desktop support staff lead/supervisor, desktop software testing/release service teams and to follow a phased testing cycle approach. The consultant will be expected to use the testing methods/processes currently in place for the testing service but may

recommend process improvements including quality assurance improvements. Direction for the testing and analysis consultant regarding version upgrades and security patches will come from the testing service supervisor primarily although some direction will come from other testing service staff and the Desktop Software Testing/Release Service team.

- 2.14 Use of Atlassian JIRA for tracking bugs and fixes and VMWare for desktop software testing installs is required. Testing is done using VMWare and desktop computers/laptops. If a regression testing tool or a Quality Assurance business tool is selected for Mn/DOT, use of that tool will be required in the future.
- 2.15 Provide the following specific deliverables: 1) create test plans and testing specific project plans ; 2) create test cases and test case lists; 3) review test plans and test results for each cycle of testing; 4) develop test strategies/plans using statistical analysis and testing approaches; 5) provide status information to software product stewards; 6) monitor issues that arise during testing and track their resolution; 7) participate in issue resolution; 8) work closely with the desktop architect and other testing staff; 9) manage computer equipment required for the testing service as assigned; 10) provide knowledge transfer of testing and analysis skills and knowledge to designated Mn/DOT staff ; 11) assist with creation of VM desktops required for testing; 12) direct Mn/DOT staff who have been assigned testing responsibilities during actual testing; 13) maintain appropriate electronic/paper files for work done for Mn/DOT; and advise Mn/DOT staff regarding quality assurance improvements related to the testing/release service. The consultant will be required to meet with the Mn/DOT supervisor weekly for a discussion of work priorities and work deliverables.

3. Project Milestones and Schedule

3.1 Project start date:

July 1, 2011

3.2 Key deliverable dates:

Phases	Date	Deliverables
Prepare project plans for required testing and release.	As Assigned	Completed project plan
Complete analysis for testing needed for OS and other security patches as directed	Monthly	Recommendations provided to supervisor, test plan updated as needed for security patch testing
Complete regularly required testing for OS and Adobe product security patches following approved processes; resolve testing issues	Monthly	Security patches/upgrades testing completed and results documented and available
Research, create test plan and test cases and complete testing for other required security patches for common desktop software	On-going	Create plan, complete testing following Mn/DOT processes, follow up on problems/retesting; document results of testing
Maintain test plans, test cases and results documentation for desktop software included in testing service	On-going	Document test cases, update documentation if required, maintain electronic/paper files for easy reference
Research, create test and project plans and test cases and complete testing for any steward initiated upgrades to business application software as directed	On-going	Create plan, complete testing following Mn/DOT processes, follow up on problems/retesting; document results of testing
Complete testing required for other approved test plans	On-going	Test cases completed, documentation completed, results reported, issues resolved

Direct Mn/DOT staff who do actual testing; resolve issues; answer questions; support their efforts	As Assigned	Testing completed successfully, problems resolved
Complete statistical analysis required for upcoming standard desktop software testing – determine base configuration, upgrade configurations, extent of testing to be required. Tools available are SCCM reports and Excel	On-going	Test plans and other recommendations for testing reflect the result of analysis.
Participate in testing/release and quality assurance related meetings as requested	As Assigned	Materials prepared, clear communication, positive participation
Recommend process and tool improvements for the integrated desktop software testing/release service and quality assurance initiatives as assigned		Documented analysis and recommendations.

3.3 End date:

August 31, 2013

4. Project Environment (Mn/DOT Resources)

4.1 Mn/DOT will provide technical and business resources to assist with the project as follows:

- Mn/DOT will assign product stewards, desktop architect, installation tester, product tester as needed for the testing service.

4.2 Mn/DOT’s Project Manager will be Sarah Kline-Stensvold. For all inquiries regarding this SOW contact the contract administrator Melissa McGinnis at 651-366-4644. Contact with any other Mn/DOT personnel regarding this SOW may result in disqualification.

4.3 The basic project organizational structure consists of the consultant reporting to the Business Relations Unit Supervisor/ Mn/DOT contract project manager for work direction. In addition, the consultant will take day to day direction from the IT Integrated Desktop Software Testing/Release lead staff person as appropriate.

4.4 Mn/DOT Staff Proficiency Levels and Experience relevant to the project. Business Relations Unit staff is very experienced with desktop support and the desktop products that are being tested. Staff is also familiar with VMWare, SCCM, OSD, Excel and JIRA. Staff in the Office also has considerable deployment experience.

The technical infrastructure and support structures currently in place or expected to be in place for this project include: the consultant will have a computer to use for testing and analysis and will have access to virtual workstations and actual workstations as needed for testing and analysis purposes

5. Project Requirements/Responsibilities Expected of the Selected Vendor.

The Selected Responder will adhere to the following:

5.1 Compliance with the Statewide Enterprise Architecture: Software to be used by the service will follow the department and statewide architectures as they apply. Software tested by the service will be the standard software for the department. Currently Mn/DOT standards include: Outlook 2007, Hummingbird EDMS version 5.2, Adobe Acrobat version 8, Adobe Reader version 9, Microsoft Office version 2007, and Microsoft Windows for desktops versions XP SP3. Over time the versions will change as new software is adopted. For example Outlook/Office 2010 and Windows 7 upgrades are currently being planned.

5.2 Compliance with applicable industry/agency standards: department configuration standards will be followed; applicable testing and quality assurance standards will be followed. Direction for the

test/deployment lead regarding version upgrades and security patches will come from the IDST lead and supervisor.

- 5.3 Testing will be done from a central location in St. Paul. However, customers with whom the Selected Responder may interact by phone, email and video conferencing may be located at Mn/DOT locations around the state.
- 5.4 On-going hardware/software, maintenance and warranty needs: The testing service has hardware and software available as needed. Hardware is maintained by IT Service Desk and testing staff. Software is maintained by testing staff.

6. Required Skills (These are to be rated on a pass/fail basis)

Required minimum qualifications are shown in the following table. The proposal must specifically indicate how members of the Responder’s team meet these minimum qualifications. This portion of the proposal review will be conducted on a pass/fail basis. If Mn/DOT determines, in its sole discretion, that the Responder fails to meet one or more of these requirements (or that the Responder has not submitted sufficient information to make the pass/fail determination), then the proposal will be eliminated from further review.

	Minimum Years of Experience for the Proposed individuals	Required Skill Type
6.1	3	Extensive skill in developing and implementing Test Plans
6.2	3	Extensive skill in designing and applying test scenarios and test cases
6.3	2	Extensive skill in monitoring/tracking issue resolution during testing as well as in actually working with a team to resolve issues
6.4	2	Skill in using VMWare, JIRA, SCCM
6.5	2	Extensive skill in executing testing based on a test plan, using predetermined test cases and reporting testing results and regression results
6.6	2	Skill in using one or more common Quality Assurance tools
6.7	3	Skill in the installation and use of the following desktop software products: Outlook 2007, 2010, MS Office 2007, 2010, Adobe Acrobat 8 or later, Adobe Reader 9 or later, Windows Operating Systems (2000 SP4, XP SP1 and SP2, Windows 7, etc.)
6.8	2	Experience/Skill in data extraction, query and data management. Experience in analyzing desktop software environments and determining base configurations and upgrade configurations needed as well as testing strategies
6.9	2	Experience/Skill in functioning as a testing lead for desktop software testing
6.10	2	Experience as a successful project manager for test projects
6.11	3	Excellent communication skills for communications with both technical staff and non technical staff and customers
6.12	2	Experience and demonstrated success in knowledge transfer of testing and analysis skills and knowledge
6.13	2	Experience and demonstrated skill in creating and maintaining quality assurance and integration testing specifically for desktop software standards and upgrades.

7. Desired Skills

Mn/DOT desires a project team with the skills shown in the table below. The extent to which the Responder meets or exceeds the desired skills will be included as part of the qualitative evaluation of the proposal.

	Years of Experience	Desired Skill Type
7.1	1-3	Experience in using Open Text software products – Document Management, Records Management, Workflow, and Enterprise WebTop (version 5.2 or later)
7.2	6 months – 1 year	Experience in using and/or testing ProjectWise (Bentley)

8. Process Schedule

8.1	Deadline for Questions	05/19/2011 2:00 PM Central Daylight Time
8.2	Posted Response to Questions (anticipated)	05/24/2011 2:00 PM Central Daylight Time
8.3	Proposals due	05/31/2011 2:00 PM Central Daylight Time
8.4	Anticipated proposal evaluation begins	06/01/2011
8.5	Anticipated proposal evaluation & decision	06/17/2011

9. Questions

All questions regarding this SOW must be addressed to the Mn/DOT Contract Administrator listed below. Proposers may not discuss the content of this SOW with other Mn/DOT staff. Any questions regarding this SOW must be received via e-mail by 05/19/2011, 2:00PM Central Daylight Time.

Melissa McGinnis
melissa.mcginnis@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology’s web site by 05/24/2011, 2:00pm Central Daylight Time (www.oet.state.mn.us). Note that questions may be posted verbatim as submitted.

10. Liability for Work Performed

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.

The “Standard Liability Clause” (see above) will apply to this project and will be incorporated into the work order issued for this project. No exceptions to, or deviations from, this clause will be permitted. Do not submit a proposal if you cannot accept this liability clause. Proposals which the State determines, in its sole discretion, indicate non-acceptance of this liability clause, will be rejected by the State.

11. SOW Evaluation Process

Mn/DOT representatives will evaluate proposals received by the deadline. Proposals will be evaluated on a “Best Value” basis of 70% qualifications and 30% cost considerations, or as indicated in Step 2. The review committee will not open the cost proposals until after the qualifications points have been awarded.

The selection process being used for this project involves a three step process. Step one will include the pass/fail assessment and a qualitative evaluation of Contractors’ technical proposal. Step Two will be an interview of two or more Responders who received the top scores in step one. Step Two may be eliminated at Mn/DOT’s discretion based on the results of the step one’s evaluations. Step three will be an analysis of the cost proposal.

Mn/DOT will review proposals according to the following criteria:

•	Company background and expertise	10%
•	Experience of personnel assigned to this project including the extent to which the Desired Skills are met or exceeded	40%
•	References or previous performance reviews	10%
•	Interview	10%
•	Cost	30%

Mn/DOT reserves the right to check references and to review previous performance reviews for work performed for Mn/DOT or other state agencies, and to take such references and reviews into account for consultant selection purposes.

The following contains additional information describing the proposal evaluation process:

Step One

In step one the proposals will first be reviewed to verify whether the proposer meets the “Required Skills” (see section six). Proposals receiving a “fail” on one or more of the required skills will not be reviewed further. Proposals which pass the Required Skills review will then be scored on the non-cost and non-interview factors listed above.

Step Two

The two (or more, at Mn/DOT’s discretion) proposers receiving the highest score in step one may be required to participate in a structured interview. The interview will be approximately one hour in length and consist of structured interview questions prepared by Mn/DOT. Mn/DOT will designate the number and type of Proposer team members to attend the interview. The interview will be 10 points of the total evaluation. Mn/DOT reserves the rights to eliminate Step Two interviews if in the judgment of Mn/DOT selection committee, additional questions are not required. If, after completion of step one, Mn/DOT decides not to require interviews, then the 10 points will be allocated to the cost considerations making the selection process 60% qualifications and 40% cost considerations to equal a 100 point scale.

It is anticipated that interviews will be conducted during the week of 06/06/2011 so please plan accordingly. Interview questions will be available to the Proposers 15 minutes prior to the interview. The proposer will be responsible for its own interview costs.

Step Three

Cost proposal will be evaluated and scored in accordance with the percentage listed above. Cost will not be revealed to selection committee members until after the technical scoring (and interviews, if any) has been completed.

12. Response Requirements

- 12.1 Introduction.
- 12.2 Company overview.
- 12.3 Project overview.
- 12.4 Detailed response to “Mn/DOT Project Requirements”.
 - 12.4.1 Description of the responder’s understanding of the need and explanation of their proposed solution.
 - 12.4.2 Explain how the project will meet the requirements.
 - 12.4.3 For each “response,” responder would need to explain if their solution already includes the business/project requirements or would the solution have to be modified.
 - 12.4.4 Include description of software/hardware configuration.
- 12.5 Detailed response to “Project Approach”.

Explain how the responder will approach their participation in the project. This includes:

- 12.5.1 Organization and staffing. Include staff qualifications in a chart AND resumes or other manner that will allow Mn/DOT to easily determine if assigned key staff meets the required skills and the extent to which assigned staff meet or exceed the desired skills. **YOUR RESUMES MUST CLEARLY INDICATE THE REQUIRED/DESIRED SKILLS IDENTIFIED IN THE CHART YOU PROVIDE.**

Required Skill type	Personnel/ Years of Experience	Project(s) worked on demonstrating these skills	Reference (name, company, phone number)

- 12.5.2 Contract/change management procedures.
- 12.5.3 Project management (e.g. quality management, risk assessment/management, etc.).
- 12.5.4 Documentation of progress such as status reports.
- 12.6 References: Provide three clients for similar type projects. Include contact information.
- 12.7 Conflict of interest statement as it relates to this service.
- 12.8 Submit a cost proposal in a separate sealed envelope. Rates proposed may not exceed the rates approved under this program. Cost proposal must include classifications of personnel and personnel hourly rates.
- 12.9 Required forms to be returned or additional provisions that must be included in proposal

12.9.1 Conflict of Interest Form

Proposer 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 proposer 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 proposer is unable or potentially unable to render impartial assistance or advice to Mn/DOT, or the proposer’s objectivity in performing the contract work is or might be otherwise impaired, or the proposer has an unfair competitive advantage. The proposer agrees that, if after award, an organizational conflict of interest is discovered, an

immediate and full disclosure in writing must be made to Mn/DOT which must include a description of the action which the proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, Mn/DOT may, at its discretion, cancel the contract. In the event the proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to Mn/DOT, Mn/DOT 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 Mn/DOT's rights. Proposers must complete the attached "Conflict of Interest Checklist and Disclosure Form" and submit it along with the response, but not as a part of the response.

12.9.2 Affidavit of non-collusion

Proposers must complete the attached "Affidavit of Noncollusion" and include it with the response. The successful proposer will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract.

12.9.3 Certification Regarding Lobbying

Federal money may be used to pay for all or part of the work under the Contract, therefore the responder must complete the attached Certification Regarding Lobbying and submit it as part of its proposal.

12.9.4 Affirmative Action Certification

For all Contracts estimated to be in excess of \$100,000.00, responders are required to complete the attached "Affirmative Action Certification" page and include it with the response.

12.9.5 Veteran-Owned/Service-Disabled Veteran-Owned Preference Forms.

Proposers must complete and submit this form if claiming preference as a qualified proposer.

13. Proposal Submission Instructions

Submit 7 copies of the response. Responses are to be submitted in a mailing envelope or package, clearly marked "Proposal" on the outside. Cost proposals are to be submitted in a separate sealed envelope. An authorized member of the firm must sign each copy of the response in ink.

All responses must be sent to:

**Melissa McGinnis, Contract Administrator
Minnesota Department of Transportation
Consultant Services Section
395 John Ireland Boulevard
St. Paul, Minnesota 55155**

All responses must be received not later than 2:00 p.m. Central Daylight Time on 05/26/2011, as indicated by the time stamp made by the Contract Administrator. **Please note that Mn/DOT Offices have implemented security measures.** These procedures do not allow non-Mn/DOT employees to have access to the elevators or the stairs. You should plan enough time and follow these instructions for drop-off:

- Enter through the Rice Street side of the Central Office building (1st Floor).
- Once you enter through the doors, you should proceed to the first floor Information Desk.
- **Proposals are accepted at the first floor Information Desk only.** The receptionist will call the Contract Administrator to come down and to time stamp the proposal. Please keep in mind Mn/DOT is very strict on the proposal deadline. Proposals will not be accepted after 2:00pm.

14. General Requirements**14.1 Proposal Contents**

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

14.2 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 Proposer. If the Proposer 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 Proposer 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 Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Mn/DOT will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.

15. No State Obligation

Issuance of this Statement of Work does not obligate Mn/DOT to award a contract or complete the assignment, and Mn/DOT reserves the right to cancel this solicitation if it is considered to be in its best interest. Mn/DOT reserves the right to reject any and all proposals.

16. 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>.

17. 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

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.

18. 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.

19. Contingency Fees Prohibited

Pursuant to Minnesota Statutes §10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

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**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 solicitation):

- (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 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>.

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

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

Purpose of this Checklist. This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to Mn/DOT, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

Definition of “Proposer”. As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

Checklist is Not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. A proposer must complete the attached disclosure form and submit it with their Proposal (or separately as directed by Mn/DOT for projects not awarded through a competitive solicitation). If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to Mn/DOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. Mn/DOT Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. Mn/DOT Contract Management personnel may consult with Mn/DOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.

Material Representation. The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. Mn/DOT reserves the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

Approach to Reviewing Potential Conflicts. Mn/DOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. Mn/DOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not Mn/DOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to Mn/DOT. Mn/DOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, Mn/DOT must follow statutory guidance on Organizational Conflicts of Interest.

Statutory Guidance. Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering. The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the

value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.

- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a Mn/DOT project if a local government has also retained the proposer for the purpose of persuading Mn/DOT to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current Mn/DOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former Mn/DOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any Mn/DOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organizational conflict of interest exists.

Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict

Describe measures proposed to mitigate the potential conflict

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Mn/DOT contract personnel.

Name

Phone

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 _____ Statement of Work 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.

Responders' Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____
(day) (Month Year)

Notary Public _____

My commission expires: _____

STATE OF MINNESOTA – AFFIRMATIVE ACTION CERTIFICATION

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes §363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and – if required – to apply for Human Rights certification prior to the due date and time of the proposal and to obtain Human Rights certification prior to the execution of the Contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or-
- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of you Certification with your response**
- We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____(date). If the date is the same as the response due date, indicate the time your plan was received: _____(time). **Proceed to Box C.**
- We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

Please note: Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans approved by the Federal government, a county or a municipality must still be received, reviewed and approved by the MDHR before a Certification can be issued.

BOX B – For those companies not described in BOX A

Check below

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.*

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You must also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5 th St., Suite 700 St. Paul, MN 55101	TC Metro: (651) 296-5663	Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us	Fax: (651) 296-9042	TTY: (651) 296-1283
Email: employerinfo@therightsplace.net		

SAMPLE WORK ORDER LANGUAGE**STATE OF MINNESOTA
IT Professional Services Master Contract Work Order**

This work order is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and [fill in name of contractor, be sure to indicate if corporation, partnership, limited liability company, sole proprietor, etc] ("Contractor"). This Work Order is issued under the authority of Master Contract T-Number 502TS, CFMS Number [fill in CFMS number from the contractor's master contract], 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 authorized 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; Incorporation of Exhibits; Survival of Terms**

- 1.1 Effective date.** This Work Order will take effect on the date the State obtains all required signatures as required by Minn. Stat. § 16C.05, subd. 2.

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.** This Work Order will expire on [fill in date], or when all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 Exhibits.** Exhibits [fill in, e.g. A – D] are attached and incorporated into this Work Order.

- 1.4 Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Work Order.

2 Contractor's Duties

The Contractor, who is not a state employee, will:

[Provide a detailed scope of services. The services must define specific duties, deliverables, and deliverable completion dates. Do not simply attach the same scope that was used in the "Statement of Work" (RFP) as a greater level of detail is needed in this work order. If using a separate attachment, use "Perform the duties specified in Exhibit A, "Scope of Services".]

3 Consideration and Payment**3.1 Consideration**

The State will pay for all services performed by the Contractor under this work order as follows:

- 3.1.1 Compensation.** The Contractor will be paid as follows:

[Provide a detailed explanation of how the Contractor will be paid, for example a fixed hourly rate, or a lump sum per deliverable, some examples may be:
an Hourly Rate of \$ _____ up to maximum of _____ hours, but not to exceed \$ _____.

a Lump Sum of \$_____.]

[Rate: rates paid may not exceed the Contractor's rates specified in their Master Contract.]

- 3.1.2 *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by Contractor, as a result of this Work Order, will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current Minnesota Department of Transportation Travel Regulations. Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. See Exhibit ____ for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 3.1.3 *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order will not exceed \$ [fill in].

3.2 Payment

- 3.2.1 *Invoices.* State will promptly pay Contractor after Contractor presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services. Invoices must be submitted in the format prescribed in Exhibit ____ and according to the following schedule:

[INDICATE WHEN YOU WANT THE CONTRACTOR TO SUBMIT INVOICES, FOR EXAMPLE: "MONTHLY" OR "UPON COMPLETION OF SERVICES," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

- 3.2.1.1 Each invoice must contain the following information: Mn/DOT Contract Number, Mn/DOT Contract invoice number (sequentially numbered), billing address if different from business address, and Contractor's original signature attesting that the invoiced service and costs are new and that no previous charge for those services or goods has been included in any prior invoice.
- 3.2.1.2 Direct nonsalary costs allocable to the work under this Work Order must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- 3.2.1.3 The original of each invoice must be sent to State's Authorized Representative for review and payment. A copy of the invoice will be sent to State's Project Manager for review.
- 3.2.1.4 Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 3.2.1.5 Direct salary costs of employees' time directly chargeable for the services performed under this Work Order. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and
- 3.2.1.6 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

3.2.1.7 If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract, and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

3.2.2 *Retainage.* Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.

3.2.3 *Federal Funds.* If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with these federal requirements.

3.2.4 *Progress Reports.* Contractor will submit progress reports in a format and timeline designated by the State's Project Manager.

4 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.

5 Foreign Outsourcing

The 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

6.1 **State's Authorized Representative.** State's Authorized Representative will be:

NAME, TITLE
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

State's Authorized Representative or his /her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this Work Order.

6.2 **State's Project Manager.** State's Project Manager will be:

NAME, TITLE

ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress.

State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

6.3 Contractor's Authorized Representative. Contractor's Authorized Representative will be:

NAME, TITLE
ADDRESS
TELEPHONE NUMBER
FAX NUMBER
E-MAIL ADDRESS

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

6.4 Contractor's Key Personnel. Contractor's Key Personnel will be:

(names, titles)

Key Personnel assigned to this project cannot be changed without the written approval of the State's Project Manager. Contractor will submit a change request in writing to the State's Project Manager along with a resume for each potential candidate. Potential new or additional personnel may be required to participate in an interview. Upon approval of new or additional personnel, the State's Authorized Representative may issue a change order to add or delete key personnel.

7 Time

The Contractor must comply with all the time requirements described in this Work Order. In the performance of this Work Order, time is of the essence.

8 Employee Status

Pursuant to 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:

- 8.2** 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 United States immigrations laws; and
- 8.3** 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 must obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications must 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, canceling the contract and suspending or debaring the contractor from state purchasing.

9 Additional Provisions

[Use this space to add information not covered elsewhere in this Work Order. If not needed, delete this section or state "None". The following should be used in any Work Order that includes web design:

The Contractor will comply with the "Minnesota Office of Enterprise Technology: Web Design Guidelines" available at the URL: <http://www.state.mn.us/portal/mn/jsp/content.do?programid=536911233&id=-536891917&agency=OETweb>.

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