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

Statement of Work (SOW)
For Technology Services
Issued By

Minnesota Office of Enterprise Technology

Project Title: OET and Agency Organizational Restructure

Service Categories:
Analyst – Business; Analyst – Re-engineering

Business Need

A new law resulting from the 2011 legislative session calls for the consolidation of Minnesota executive branch information technology (IT) under the State Chief Information Officer.

The consolidation will occur over the next year in phases, beginning with the transfer of all IT-related budgets and personnel to the authority of the Office of Enterprise Technology (OET), and the consolidation of IT personnel and authority within each state agency, commission and board, in cases where IT staff and authority is currently distributed among an agency's individual programs.

The consolidated agency IT budget and staff will be managed by the agency CIO on behalf of and under the authority and direction of the Office of Enterprise Technology. Over time and through collaborative strategic planning, the State will determine those services that are delivered centrally and those that are delivered locally and/or through a third party vendor. This reorganization at both the central and agency levels involves over 1800 IT staff at 70+ executive branch agencies, boards, and commissions.

The Office of Enterprise Technology (OET) is seeking a vendor or vendors to assist in the identification and development of a certain set of tools and processes needed to address organizational changes presented by the IT consolidation effort.

Specifically, OET is seeking vendors to assist in the creation of:

1. A roadmap and implementation framework to be used by all state agency CIOs in order to establish and manage an industry standard IT department within individual state agencies capable of supporting the IT management, infrastructure and applications required by the agency's business units.

2. An industry standard structural and human resource framework and plans for the central organization's operations department in order to scale up the centralized delivery of those services deemed to be centralized utility IT services.

3. A Service Level Agreement (SLA) framework for OET (the central organization) to manage and deliver centralized and localized services to agency business units.

The deliverables identified in this Statement of Work will not manage the entire IT consolidation process, and do not constitute the comprehensive consolidation initiative, but will be applied to certain activity within the next two phases of consolidation planning.

Vendors may choose to submit proposals on one, two or all three areas as defined below.

Project Deliverables

1. **Roadmap and Implementation Guide for Individual Agency Centralization**
   The completed roadmap will be used by CIOs of executive branch agencies ranging in size and IT support structure, to undertake IT centralization within their respective agencies. The deliverable is intended as a model, based on industry best practices, that can be adapted by agency CIOs based on the maturity and particular business needs of their agency IT organization.

   Two distinct versions of the guide need to be created:

   a. Version 1 - The standard agency IT centralization guide will include documentation and templates to support:
      - Operations Level Agreements (OLAs) between the agency IT office and the agency's support functions that will be providing services to IT (HR, finance, communications, etc.)
      - High level Service Level Agreements between Agency IT and business units outlining the service expectations and deliverables
      - Organizational structure guidelines (template structure(s) and "how-tos" on the analysis and development of customized structure for different situations)
      - Reporting structure (recommended structures and "how-tos" on the analysis and development of a workable structure)
      - Communication plan
      - Training plan
      - Other items identified in best practices

   b. Version 2 - Organizational structure and consolidation plan for smaller entities without CIOs (IT staff of fewer than 10).

2. **Structural and Human Resources Framework for OET**
   As part of IT Consolidation, OET (the State's central IT organization) will deliver a selection of centralized utility IT services that will be consumed by all executive branch agencies. OET is seeking assistance in the creation of an industry standard, scalable, organizational framework for the operational division of OET that will eventually serve approximately 100 customers (over 60,000 end users) including, but not limited to services such as service desk, communication (voice and network), data center hosting (storage, OS support, middleware), desktop, email, security.

   This project includes the following deliverables:

   a. Confirmation of OET's overall IT organizational structure as proposed for the purposes of consolidation
   b. Recommended model of a detailed organization structure for centralized operations based on industry best practices
   c. Documented position descriptions, relationships and structure for standard operations roles
   d. Documented career paths for operations professionals
   e. Standard training plans for each standard role

The requested organizational framework is only for the operational division of OET, not the entire organization.

3. **Service Level Agreement Framework**
As required by the IT Consolidation Act, OET is required to develop, by June 30, 2012, service level agreements with every executive branch agency within scope of consolidation. OET is seeking a Service Level Agreement (SLA) framework that addresses the operational requirements of the new consolidated organization and sets service delivery expectations for all state IT services, regardless of service delivery (centrally provided services, local, agency-based services, new system development services, support services, etc.)**.**

This project includes the following deliverables:

a. Documented requirements for a large central IT service provider in terms of an SLA framework between provider and customers

b. White paper and/or formal communication with OET Customer Support leadership that defines what is common and what is unique between the state requirements and best practice frameworks for private sector service levels and service level agreements

c. A recommended SLA framework, including the bundling and tiering of service levels, SLA templates, and documented SLA development processes.

d. Assist OET in the creation of service level agreements

- Documented service level agreement for service to executive branch entities (internal executive branch customers)
- Documented service level templates for service to OET's external customers (other government entities)
- Process documentation on establishing and maintaining service level agreements

Project Milestones and Schedule

- Estimated Start Date: October 3, 2011
- Deliverable 1: October 21, 2011
- Deliverable 2: January 1, 2011
- Deliverable 3: March 1, 2012
- Estimated End Date: March 1, 2012

Project Environment (State Resources)

The IT Consolidation program is currently in Phase One, establishing the human and financial resources foundation for IT consolidation. Phase One will be complete October 3, 2011.

Project Deliverables numbers 1 and 2, above (agency IT centralization guidance, HR framework for the central IT operational organization) are included in IT Consolidation, Phase Two (October 3 – December 1, 2011). For these deliverables, the vendor(s) will be assigned resources to work with and key resources will be made available as identified.

- Staff descriptions:
  a) Phase One and Two project team consists of 11 members. Key project staff to deliverables 1 and 2 include:
     - Planning Specialist

- Project Manager
- Agency Liaison
- HR Specialist

Deliverable number 3, above (SLA Framework) are included in IT Consolidation, Phase Three (November 15, 2011 – March 1, 2012). The vendor will be assigned resources to work with and key resources will be made available as identified.

- Staff descriptions: Project staff will continue to evolve. Key staff resources for this deliverable include:
  a) Assistant Commissioner of Customer and Service Management and his/her staff
  b) Chief Operations Officer – Service Delivery and his/her staff

Agency Project Requirements

Vendor must meet the following requirements when preparing deliverables:

- Compliance with the Statewide Enterprise Architecture
  - Compliance with the Accessibility Standard including content development guidelines (as presented in WCAG 2.0)
- Compliance with Statewide Project Management Methodology

Responsibilities Expected of the Selected Vendor

Vendor will provide timely communication with the OET project manager concerning

- Weekly status based on activity progress as defined in agreed to project/work plan
- Issues, including issues related to OET responsibilities
- Schedule changes
- Any proposed vendor work scope and/or staffing changes must be approved by the OET in writing.

Vendor will meet agreed to schedule deadlines, allowing sufficient time for internal review, testing, and approvals.

Required Skills

Required minimum qualifications for all deliverables

- Master Contract resource type(s)/ categories: Analyst-Business; Analyst-Re-engineering
- Five or more years of experience in an IT environment
- Experience with one or more large entity IT consolidation efforts
- Three or more years of experience related to organizational re-engineering

Additional required minimum qualifications for deliverable 2

- Three or more years of experience developing position descriptions, training plans, and career paths

Additional required minimum qualifications for deliverable 3

- ITIL Certification or 3+ years experience in implementing IT Service Management

Desired Skills

- Excellent written and oral communication skills

Voluntary Vendor Pre-proposal Meeting

A voluntary vendor pre-proposal meeting will be held on Wednesday, September 21, 2011 from 4:00-5:00 pm CST in the Blazing Star Room, Centennial Office Building, located at 658 Cedar St., St Paul, MN 55155. Vendors outside of MN may call in at (888) 742.5095, the conference code is: 472 763 3420# lines are limited for non Twin Cities Metro vendors.

It is highly recommended that vendors interested in responding to this Statement of Work attend this voluntary meeting.

Process Schedule

- Voluntary Pre-Proposal Meeting 09/21/2011, 4:00 pm CST
- Deadline for Questions 09/21/2011, 5:00 pm CST
- Anticipated Posted Response to Questions 09/22/2011, 5:00 pm CST
- Proposals due 09/27/2011, 5:00 pm CST
- Anticipated proposal evaluation begins 09/28/2011, 8:00 am CST
- Anticipated proposal evaluation & decision 09/29/2011, 5:00 pm CST

Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 09/21/2011, 5:00pm CST:

Name: Rena Rogers
Department: Office of Enterprise Technology
Telephone Number: 651.201.1056
Email Address: rena.rogers@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by approximately 09/22/2011, 5:00pm CST (http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process

- Experience (Required Skills) (40%)
- Three References (5%)
- Work Plan (25%)
- Cost (30%)

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

Response Requirements

1. Contact Information

2. Company overview

3. Prepare a separate section for each area, as defined in Project Deliverables above. You may submit proposals for one, two or all three areas (agency IT centralization guidance, HR framework for the central IT operational organization, service level agreements). Each proposal must include:

   - Project Overview as it relates to the specific area of the proposal
   - Detailed response to this Statement of Work (SOW)
     a) Description based on the vendor's understanding for the need and explanation of their proposed solution.
     b) Explain how the vendor's solution will meet the requirements in this SOW
     c) Highlight and explain any proposed additions, deletions or modifications to the approach or project deliverables as stated in this SOW
   - Detailed response to "Project Approach"
     a) Explain how the vendor will approach their participation in the project. This includes:
        1) Organization and staffing (including staff qualifications, resumes, etc.)
        2) Work-plan with life-cycle cost breakdown here
        3) Project management (e.g. quality management, risk assessment/management, etc.)
        4) Documentation of progress such as status reports
   - Detailed response to staff augmentation
     a) Resume(s)
     b) Cost Proposals – include both:
        1) Cost per milestones presented in the SOW
        2) Hourly rates and estimated number of hours

- Terms, Conditions, and Cost Estimates
  a) Number of staff assigned to accomplish tasks outline (categorized by skills/roles)
  b) Overall cost estimates
  c) Requirements for support from OET project staff

4. References: Provide names and contact information for three clients for whom you company has provided similar work

5. Conflict of interest statement as it relates to this project

6. Required forms to be returned or additional provisions that must be included in proposal
   i) Affirmative Action Certificate of Compliance (if over $100,000)
      http://www.mmd.admin.state.mn.us/doc/affaction.doc
   ii) Affidavit of non-collusion
      http://www.mmd.admin.state.mn.us/doc/noncollusion.doc
   iii) Certification Regarding Lobbying
      http://www.mmd.admin.state.mn.us/doc/lobbying.doc
   iv) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
      http://www.mmd.admin.state.mn.us/doc/vetpref.doc

Proposal Submission Instructions

- Response Information:
  a) Vendor should send the response to: Rena Rogers
  b) Via email rena.rogers@state.mn.us
  c) Title and label the subject line OET and Agency Organizational Restructure SOW
- Key dates:
  a) Response due date and time 09/27/2011, 5:00pm CST
  b) Vendors must submit candidate resumes directly to Rena Rogers by 5:00 p.m. CST on or before 09/27/2011. This must be done via an attachment to e-mail to rena.rogers@state.mn.us.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a 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.

Liability

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

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

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

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract 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.

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.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be

currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

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

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

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

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

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.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program 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 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

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 example; Resource Type hourly rate]*

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 $_____.
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 ***A) Invoices.*** The State will promptly pay the Contractor after the Contractor presents an itemized invoice and the OET Service Log (attached) 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: Monthly. 10% per payment will be retained pursuant to (B) Retainage below.

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

4 Authorized Representatives

The State's Authorized Representative is *[NAME, TITLE, ADDRESS, TELEPHONE NUMBER*], or his/her successor. 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.

5 Nonvisual Access Standards

Nonvisual access standards require:

5) 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;
6) 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;
7) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
8) 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.

6 Liability

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

4) Intentional, willful, or negligent acts or omissions; or
5) Actions that give rise to strict liability; or
6) Breach of contract or warranty.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____
_____

Date: _____

CFMS Contract No. B- _____ Object Code: _____
Date:_____

2. CONTRACTOR

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn.

§16C.08, subdivisions 2 and 3 are reaffirmed.

By:

(with delegated authority)

Title:
_____

OET Professional Technical Service Log
(Supporting documentation for service invoice)

Office of Enterprise Technology
Project: _____
Month:_____
Year:_____
Contractor Name:_____

DATE	#of HOURS	RATE per Hour	TOTAL	Consultant NAME	Brief DESCRIPTION of SERVICE Provided