

# **IT Professional Technical Services Master Contract Program 902-TS**

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

### **Minnesota Office of Enterprise Technology**

#### **Project Title: OET Website Development Services for Agencies**

#### **Service Category: Web Applications Specialist - .NET/ASP**

#### **Business Need:**

The Office of Enterprise Technology (OET) is seeking technical assistance to assist in the development and publication of websites as part of an OET service utilizing a set of specific Web Content Management (WCM) tools. This is not for one individual effort, but for resource(s) that can be available to assist in multiple website projects that are of the same type and destination.

The specific IT technology uses Tridion CMS and Vivisimo search integration. The purpose of vendor engagement for this project is to acquire professional services that will follow a provided and proven website migration methodology as it relates to Tridion website migration.

The State is not obligated to enter into any contract as a result of this Statement of Work. The State may or may not proceed with work under this Statement of Work.

#### **Project Deliverables:**

- Design, develop and deliver Tridion component templates, page templates, and dynamic publishing assemblies to meet business and technical requirements starting at the schema level
- Provide knowledge transfer to the OET technical staff maintaining the application and supporting systems on all work performed as part of this project.
- Train business staff on the use of content entry forms, workflows and other tools needed to maintain the new website on the Tridion platform

#### **Project Schedule:**

- Start date: 10/24/2011 or when contract can be executed –whichever occurs first
- Deliverable dates are as prescribed based on the web project and will be provided at that time
- End date: 6/30/2012

#### **Agency Requirements:**

- Work with OET Application Management development/design team to transition any knowledge about built templates within the prescribed framework in the Tridion environment
- Work with agency staff and other vendors as needed utilizing the OET purchased Kapow web content migration tools to migrate any/all relevant and in-scope content
- Work with OET Application Management staff to configure the Tridion WCM system for in-context editing of web pages to simplify infrequent content contributor's use of the content management tools.

## Tasks, Duties, and Responsibilities Expected of the Selected Vendor :

- Work with the project business analyst (BA) to capture any additional requirements sufficiently to develop and/or convert page templates within the new Tridion WCM environment
- Review and utilize the OET Tridion technical architecture requirements documentation as a basis for Tridion page template development
- Review and utilize site designs, sitemaps and other related entry-point work
- Document the design, development and integration of the OET website templates, structure groups, components, schemas, workflow, and all other Tridion configuration details.

## Required Vendor Skills (These are to be scored as pass/fail requirements):

- Minimum of 2 years SDL Tridion WCM product architecture, development, design, configuration and hosting expertise
- Minimum 2 years HTML, CSS, XML, .NET, JavaScript, VB Script and other web-related development expertise
- Minimum 1 year website business and technical requirements gathering expertise

## Desired Skills:

- Ability to interpret and translate business terms into technical and vice versa
- Facilitation skills
- Technical writing skills
- Communications skills

## SOW Evaluation Process:

Proposals will be scored based upon the following factors:

- Company (5%)
- Experience (25%)
- Proposed resource(s) resume/interview (30%)
- Desired skills (10%)
- Cost (30%)
- Applicable preferences allowed by law

## Response Requirements:

- Introduction
- Company overview
- Detailed response to Business Need and Deliverables
  - a) Vendor understanding of need and explanation of their proposed solution
  - b) Explanation of how they will be met
  - c) Include description knowledge of the software configuration
- Detailed response to Requirements
  - a) Explain the vendor approach to participation. This includes:  
Organization and staffing (staff qualifications, resumes, etc.)
  - b) Provide narrative detailing how the required vendor skills have been met.
- References: Provide 2 clients using the resource(s) on related engagements
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
  - a) Affirmative Action Certificate of Compliance (if over \$100,000)  
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
  - b) Affidavit of non-collusion  
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
  - c) Certification Regarding Lobbying  
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>
  - d) 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: Eileen Quam
  - Via email [Eileen.quam@state.mn.us](mailto:Eileen.quam@state.mn.us)
  - Inquiries via email or call: 651-556-8017
  - Title and label the subject line of the response with: **Response to: OET Website Development Services for Agencies**
- a) Response due date and time: **10/20/11, 4:30pm CST**
- b) For resumes: Submit candidate resumes directly to **Eileen Quam** by **4:30 pm CST** on or before **10/20/2011**. This may be done via an attachment to e-mail address [Eileen.quam@state.mn.us](mailto:Eileen.quam@state.mn.us).

## Questions

Any questions regarding this Statement of Work should be submitted via e-mail to [Eileen.quam@state.mn.us](mailto:Eileen.quam@state.mn.us). The following deadlines apply:

- Deadline for Questions: **10/18/11**
- Anticipated proposal evaluation & decision: **10/21/11**

## 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.

### 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.

### 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](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](mailto: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.

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.

### **E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

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

**4 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:

- a) 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;
- b) 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;
- c) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d) 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 Technology Accessibility Standards**

All final products created through this Work Order need to be accessible, particularly meeting the following accessibility standards:

- o Section 508 of the Rehabilitation Act standards (<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>)
- o Web Content Accessibility Guidelines 2.0, level AA (<http://www.w3.org/TR/WCAG20/>)

**7 Indemnification**

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

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

*Individual certifies the applicable provisions of Minn. §16C.08, subdivisions 2 and 3 are reaffirmed.*

By: \_\_\_\_\_  
*(with delegated authority)*

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

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

**SWIFT Contract No. SWIFT PO No.**

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

