

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

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

Minnesota Management and Budget

**Project Title: Oracle/PeopleSoft HRMS 9.2 Upgrade
Project Assistance (Planning and Expert Staff Augmentation)**

Service Categories: Analyst - Business; Analyst – Technical; Project Management;
Architecture Planning & Assessment – Technical; Database – Oracle; Server –
Application (Design & Development); Server – Operating System

(Note: Vendor does not need to be approved in all the categories listed above but must be approved in categories that match the resource types they are submitting.)

Business Need

SEMA4 is the State of Minnesota’s Human Resources, Insurance, and Payroll system (the letters “SEMA” stand for “State Employment Management Application”; and the numeral “4” references the four areas covered by the system: human resources, insurance, payroll, and reporting). It serves all state agencies in the executive and judicial branches, as well as part of the legislative branch. Minnesota Management and Budget (MMB) manages and provides support for SEMA4. MN.IT services provides all technical staff and technology resources to SEMA4 through the divisions of MN.IT services @ MMB and MN.IT services @ central.

SEMA4 is customized software based on Oracle/PeopleSoft HCM software. The initial implementation of SEMA4 was in 1995 (version 3.22). Since then, SEMA4 has been upgraded in several very successful projects. In 2001, we moved to version 7.5; in 2003, we added Insurance business functionality to SEMA4 along with a move to version 8.3, eliminated thousands of hours of customizations, and added self service functionality; in February 2007, we successfully moved from a platform infrastructure of mainframe/DB2 to Windows/Oracle; and in September 2008 we upgraded to 9.0, which is currently the version in use. We delivered all projects on time and on budget. The upgrade project moving from 8.3 to 9.0 was conducted over a 12 month period with

state employees and a mix of approximately 6 consultants, including a project manager, and business and technical consultants.

The State of Minnesota currently licenses the following HCM Oracle/PeopleSoft software: Core HRMS, Benefits Administration, North American Payroll, eBenefits, ePay, eProfile, ELM, and Recruiting Solutions. The State has implemented major software components of these products, including COBRA Administration, Benefits Billing, and most recently, ELM. The State has not yet implemented Recruiting Solutions. The State of Minnesota has written several "bolt-on" applications for the Oracle/PeopleSoft system. Some major State written bolt-on applications include Leave Processing, Time Entry, Labor Distribution, Cost Projections, Employer Benefits Billing and several custom self service pages. In 2011, the State implemented Oracle/PeopleSoft Financials and Supply Chain Management software along with a portion of the Enterprise Performance Management (EPM) Data Warehouse software. Certain subject areas of EPM are in progress. Also, the State plans to implement the Oracle/PeopleSoft Recruiting Solutions module over the course of the next 18 months.

Our objectives with this project are:

- A) Upgrade to a currently supported version of Oracle/PeopleSoft HRMS (version 9.2) to include tax upgrade availability
- B) Obtain new functionality from the delivered enhancements of version 9.2
- C) Selectively remove customizations where obvious benefit to do so
- D) Maintain the viability and extend the life of SEMA4, in order to eliminate the need for a major new investment in this application area
- E) Eliminate the remaining dependencies on the mainframe (including: interface files move through mainframe, some security is based on ACF2 security, report repository)

Our stated vision for SEMA4 is to maintain a current, state-of-the-art application. We expect to continue to achieve this vision by upgrading with new versions of software from Oracle.

We have considerable expertise in the application and the implementation of successful projects. We believe a vendor could supplement State staff by supplying consultants with specific expertise that we do not have, specifically in the new functional areas and technology changes introduced in version 9.2. We are seeking a vendor to provide important information and guidance and help us make good decisions in a timely manner in order to support a successful implementation. We seek a vendor that can provide unique skill sets at various times in the project when the state requires those skills.

Project Deliverables

This statement of work will result in specific resources being added to the SEMA4 project on an as-needed basis. The successful vendor will augment state SEMA4 staff to complete tasks in one or more of the areas described below. The State, at its sole

discretion, may award a work order to more than one vendor and utilize more than one vendor to accomplish these deliverables. The state will choose to use some or all of the proposed individuals, depending on the needs of the state.

1. **Project Management/Review/Plan.** The State requires assistance in planning and managing this project. The vendor will review and explain the choices available along with impacts of decisions regarding the functionality differences between 9.0 and 9.2 versions. The vendor will lead the State in a decision-making process to define the scope for the upgrade project. The vendor will prepare a project plan as a result of this scope and identify resources required to complete the project given the timeline and scope.
2. **Fit/Gap** analysis between 9.2 and current customized implementation of 9.0. The vendor will conduct an analysis and will provide recommendations regarding State usage of additional functionality, including absence management, FMLA, Workflow, mobile applications, and reporting.
3. **Project Management.** The state seeks a Project Manager to be full time during much of the project and less than full time at other times. Indicate your full time/part time staffing recommendations for this position. The deliverables for the Project Management will consist of, but are not limited to:
 - Develop a project work plan (work breakdown structure) to direct the technical implementation teams and the business process teams.
 - Develop a project schedule relating the work plan to the project timeline, in collaboration with the Technical and Business team leads.
 - Develop a risk mitigation plan in collaboration with the Business Project Sponsors.
 - Develop regular status reports to track progress of the technical implementation and business testing against planned scope and schedule.
 - Ensure consulting resources mentor and transfer knowledge to SEMA4 development and business staff.
 - An initial project plan will be completed and mutually agreed to within 30 days of contract start.
 - Project plan will be reviewed and updated on a regular basis.
 - Meet with Technical and Business leads to ensure each area is completing their assigned project tasks according to the project plan and timeline.
 - Weekly progress reports will be provided to the project steering committee.
 - Transfer knowledge to State staff regarding the project management procedures and tools used during the project.
4. **Upgrade Staff Augmentation.** The State has a need to augment technical staff with an experienced “Upgrader” to support the project’s efforts. This individual will have experience in upgrading Oracle/PeopleSoft HRMS using Oracle tools and scripts and will have performed these tasks in other engagements to versions 9.0, 9.1, and/or 9.2 of comparable size and complexity. Indicate your recommendations

for the amount of time this individual is required. The deliverables for the “Upgrader” will consist of, but are not limited to:

- Develop an upgrade plan to utilize Oracle upgrade scripts to transform current databases into Version 9.2 databases for development, functional testing, training and production.
- Develop an upgrade plan to facilitate data migration from current version to Version 9.2.
- Meet with business staff to identify data mapping requirements.
- Identify custom data migration needs and create custom migration processes to meet business needs.
- Work with State Data Warehouse staff to identify and assist in modifying data extract changes required to support Version 9.2.
- Document data mapping requirements and data extract changes.
- Assist State staff with development of additional data migration processes and the execution of data migration routines.
- Verify data integrity after each data migration.
- Transfer knowledge to State staff regarding the documentation, procedures, processes and tools used for data migration and data mapping.

5. **Business Analyst Augmentation.** The State has a need to augment business staff resources by supplementing each of the state’s business areas during the upgrade project to assist in table set up, business choices, testing, user readiness, and documentation. The deliverables for the Business Staff Augmentation will consist of, but are not limited to:

- Complete analysis tasks as assigned by Business Team leads.
- Complete unit, system, and/or parallel testing to ensure system changes meet business requirements.
- Complete ad hoc queries as directed by Business Team leads.
- Transfer knowledge to State staff regarding the analysis, test case creation, testing and documentation used for all business area efforts completed.

6. **Technical Staff Augmentation.** The State has a need to augment technical staff resources in areas of application development (PeopleSoft developers), infrastructure (PeopleSoft system administrators), and data warehouse (Ascential data stage ETL developers and OBIEE developers) by supplementing the state’s technical staff as necessary for any unique skill set or staff supplements required by the state. The deliverables for the Technical Staff Augmentation will consist of, but are not limited to:

- Complete development tasks as assigned by Technical Team leads
- Complete development testing to ensure program changes work as anticipated.
- Assist in infrastructure PeopleSoft system administration functions.
- Develop and modify Ascential Data Stage ETLs to move data from HCM source system to various layers of the EPM warehouse (staging, Multi-Dimensional, and OBI).

- Meet with Business staff to verify technical changes meet business needs
- Transfer knowledge to State staff regarding the analysis, development, testing, processes, and documentation used for all development efforts completed.

Project Milestones and Schedule

- Vendor start date is as soon as available. State anticipates that this project will begin in September 2013.

Project Environment

- Staff resource descriptions:
 - a) State has 9 technical developer staff assigned to support and enhance SEMA4. State expects the majority of these staff to be fully engaged in the project.
 - b) State has a team of infrastructure PeopleSoft systems administrators and database staff assigned to all Oracle/PeopleSoft statewide systems. This team will participate in the upgrade but will require augmentation of resources.
 - c) A full time Project Manager will be secured through this Statement of Work or through other sources for the upgrade project.
 - d) Business staff assigned to SEMA4 will represent three functional areas: Human Resources, Benefits, and Payroll. Some staff from each business area has participated in recent upgrade projects.
 - e) Staff has extremely high proficiency based on many years of experience and several upgrade projects successfully completed.
 - f) State is operating production systems on Exadata platform. Development environments will be set up as needed to support the project efforts.
- Current software environment:

The state's implementation of the Oracle/PeopleSoft HCM system is highly customized, although the state has removed several customizations during each previous upgrade. The State anticipates there will be opportunities to remove customizations during this upgrade project. Details of the current implementation include:

 - a) HCM system version is 9.0 of PeopleSoft HCM with optional products North American Payroll, Benefits Administration, eProfile, eBenefits, ePay, and ELM.
 - b) Recruiting Solutions version 9.2 will be implemented on a parallel track over roughly the same timeframe.
 - c) HCM Version 9.0 Maintenance packs through Delta 8 have been implemented.
 - d) North American Payroll Tax Updates are installed through the most current update.
 - e) PeopleTools 8.53 will be in place for the HCM system prior to starting the development for the upgrade to application version 9.2.
 - f) Oracle database software version is 11gR2 and utilizes Oracle RAC.
 - g) Oracle database server is Oracle Exadata system.

h) Application, batch and web servers are Windows 2008R2 systems.

Agency Project Requirements

- Work on production and test servers will be performed at Minnesota Management and Budget located at:
658 Cedar St.
St. Paul, MN 55155

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

Required minimum qualifications of proposed consultant(s)

Business Analysts:

- Three years' experience with Oracle/PeopleSoft implementation projects
- One successful project experience with either version HRMS 9.0 or more current; one implementation in the particular business area the individual is being proposed for, including Benefits Administration, Benefits Billing, COBRA, Human Resources, and North American Payroll, for clients of comparable size and complexity.

Project Manager:

- Successfully managed at least two comparable upgrade projects, for clients with comparable size and complexity.

Upgrader (Technical Analyst):

- Successfully "upgraded" on at least two comparable upgrade projects using Oracle/PeopleSoft tools and scripts. At least one of these will have been to HRMS version 9.0 or later, for clients with comparable size and complexity.

Technical Developers/Analysts:

- PeopleSoft Developers and PeopleSoft System Administrators: Three years' experience with Oracle/PeopleSoft implementation projects.
- PeopleSoft Developer: One successful project experience with either version HRMS 9.0 or more recent, for clients with comparable size and complexity.
- EPM developer: one successful project experience with DataStage Ascential tool working with PeopleSoft database.

Process Schedule

- Deadline for Questions August 21, 2013, 4:00 PM CDT
- Anticipated Posted Response to Questions August 23, 2013, 4:00 PM CDT
- Proposals due August 28, 2013, 4:00 PM CDT
- Anticipated proposal evaluation & decision September 6, 2013, 4:00 PM CDT
- Anticipated start date September 16, 2013 or as agreed to

Questions

Any questions regarding this Statement of Work should be submitted via e-mail by date shown above:

Ajith George, State Project Manager
651-201-1262
Ajith.george@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website by date shown above (Link: http://mn.gov/buyit/statements/mcp902ts_active.html).

SOW Evaluation Process

State will read all responses to verify minimum requirements have been met as described in Response Requirements below.

State will review and score responses based on Experience in areas of Required Skills and the Cost Proposal.

- Business Analyst Augmentation: Two consultants; one consultant for Payroll and one consultant for HR/Benefits
- Upgrade Staff Augmentation: One consultant to help facilitate the development and execution of data conversion scripts and to provide technical staff augmentation when not actively participating in the data conversion process
- Project Management: One consultant to fulfill the Project Management role for the project
- Technical staff augmentation: One PeopleSoft Developer, One Systems Administrator, and One EPM developer

The vendor should provide resumes for the actual consultants available to complete these assignments. As part of the response, the vendor should provide the availability of each consultant knowing the State's desire to start this project in September 2013. The vendor should also provide representative resumes for staff available for additional Business Staff Augmentation and Technical Staff Augmentation. These will provide the State a sense of the breadth of expertise available from the vendor should the State choose to obtain additional resources. The State will review the expertise of each consultant and reject or accept each consultant individually.

For the cost proposal, please be aware that for this engagement, the state will not pay for travel or per diem expenses. The vendor should provide hourly rates that include all costs the vendor intends to recover. The proposal should include hourly rates for the consultants specified above assuming each consultant will be part of the upgrade project team for the duration of the project, although the State may choose to reduce the involvement to less than the full project period. In addition, the vendor should

propose hourly rates for additional Business and Technical Staff augmentation consultants that may be used on an as needed basis.

The scoring (possible points) will be as follows:

- Experience: 60%
- Cost: 40%

State will read all responses to verify minimum requirements have been met as described in Response Requirements below.

Note about cost scoring: For purposes of evaluating proposals, the State will calculate comparative costs by assuming one year engagements for each contractor resource and will assign points compared to other vendors based on the rates proposed for each of these categories of staff: project manager, business analyst, PeopleSoft developer, PeopleSoft Systems Administrator, EPM developer, and upgrade specialist. Vendors are permitted to suggest fewer or greater resources and a different length of time for each category of resource. Vendors are permitted to propose resources in any or all categories of resources. Vendors do not need to propose in every category. The State may choose, at its option, to utilize resources from multiple vendors submitting responses.

Interviews:

Interviews with potential candidates may be held at 658 Cedar St., St. Paul, MN 55155. Notice of invitation for an interview will be given as soon as possible after the initial evaluation of responses.

The interviewee will be responsible for all of their costs related to their interview such as travel, lodging, meals and parking.

Interviewees may request interviews via teleconference with pre-approval of State.

The selection of a candidate for an interview will be based on how well the content of their response meets the requirements in Response Requirements.

Interviewees will be expected to describe and/or demonstrate their qualifications in fulfilling the requirements in the Required Skills section. The State reserves the right to adjust the scores based on information derived at the interviews.

Response Requirements

Format of response:

- Introduction
- Company overview
 - a) Company history, growth
 - b) Current financial data if publicly available
- Project Overview

- Detailed response to Statement of Work requirements
 - a) Describe your understanding of the project.
 - b) Provide an explanation of proposed solution and how it meets our requirements and objectives.
 - c) Explain how the State business units will gain an understanding of the functionality in 9.2, the business decisions that need to be made, and the business process impacts
 - d) Provide information about comparable engagements and how they were or were not successful and causal drivers for that.
- Cost Proposal (maximum hourly rates)
- Detailed response to the following:
 - a) Explain how you will approach your participation in the project. This includes:
 - 1) Organization and staffing (including staff qualifications, resumes, etc.)
 - 2) Work-plan
 - 3) Project management (e.g. quality management, risk assessment/management, etc.)
 - 4) Documentation of progress such as status reports
- References: Provide Oracle/PeopleSoft project references
- 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 (if applicable)
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Responses varying from these requirements will not be considered. Responses received after the due date and time will not be considered.

This 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 State reserves the right to reject any and all proposals. The State reserves the right to award multiple work orders to multiple vendors.

Proposal Submission Instructions

- Vendors must submit one paper copy (bound) and one copy electronically (CD/DVD media) by the deadline stated above.
- The submission must be in one envelope or package, clearly marked with the words “SEMA4 Oracle/PeopleSoft Project” and delivered to: Oracle/PeopleSoft Project, 4th floor Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155 by deadline stated in the Process Schedule above.

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 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

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

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 will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive 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 Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans 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;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States

Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

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, Contract 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 \$__0__.

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.

6 Liability 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 Minn. Stat. required by Minn. Stat. §§16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract ID _____ PO #: _____
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 §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____
