

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

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

MINNESOTA STATE RETIREMENT SYSTEM (“MSRS”) or (“State”)

Project Title: Needs Assessment and Evaluation of Hosting Options for Aurora

Service Categories:

Architecture Planning & Assessment - Technical

Business Need

The Minnesota State Retirement System (MSRS) has a mixed Java web and batch application, “Aurora,” currently hosted at the State of Minnesota’s Central Office (MN.IT). MSRS is seeking a Vendor with application-service expertise to research and recommend best-fit, permanent hosting options for Aurora that offer comprehensive technical support, consistent application availability, and competitive costs.

Project Deliverables

- A. Conduct a business-needs assessment for the Aurora Application and provide a summary report including:
 - 1. Analysis of current state
 - 2. Server sizing
 - 3. Availability requirements
 - 4. Monitoring and metrics gathering
 - 5. Staff skills needed to support technical environment
 - 6. Other information determined relevant by the vendor
 - 7. Security and compliance requirements

- B. Research and evaluate each of the following scenarios and produce a summary report with a recommendation to the MSRS Board of Directors:

| | |
|--------------------|--|
| <i>Scenario 1:</i> | Continue hosting the application at MN.IT |
| <i>Scenario 2:</i> | Host the application internally |
| <i>Scenario 3:</i> | Host the application at a third-party provider (for the third-party provider, assume industry standards/averages. If this scenario is selected a separate Request for Proposal (RFP) (for which a Contractor working on this SOW will be ineligible) may be issued to select a provider exploring: <ul style="list-style-type: none">a) Fully managed by a Vendor, including Websphere/DB2 installationsb) Hardware onlyc) Other suggested hybrid solution, if appropriate |

The report for each scenario must include:

- 1. Initial and ongoing costs
- 2. Reasonable expectations for availability/uptime/problem resolution

3. Backup and recovery timeframe in disaster scenario
4. Skills or training necessary for MSRS staff to support solution
5. Implementation and/or migration timeframes and resources
6. Risks associated with the scenario
7. Pros/cons

C. Weekly status reports reflecting progress on key deliverables

Project Milestones and Schedule

| | |
|--|-----------|
| Project Start Date | 4/9/2014 |
| Draft Report Complete | 4/28/2014 |
| Final report ready for mailing | 5/8/2014 |
| Final Report Presented to Board of Directors | 5/15/2014 |
| All work complete | 6/30/2014 |

The term of any resulting work order will be limited to a term not greater than one-year from the date of final execution anticipating the completion of the existing master contract. The State reserves the right to transition any resulting work order to the new master contract program subject to its terms and conditions which will replace the current program. If such a transition is not possible, the contracting entity will work with MN.IT and the Department of Administration to review options to enable the continuation of the services being provided to the extent possible.

Project Environment (State Resources)

MSRS Project Team:

- | | |
|----------------------|---|
| Project Manager: | - Information Systems Manager |
| Other key resources: | - Information Technology Manager |
| | - Application Architect |
| | - Chief Information Security Officer |
| | - Access to other MSRS staff persons as appropriate |

Agency Project Requirements

- MSRS will provide work area for vendor on-site including internet access, email and access to conference rooms.

Responsibilities Expected of the Selected Vendor

- Complete a weekly status report reflecting progress on key deliverables,
- Work can be completed on site or off site as necessary
- Vendor will provide their own laptop for completing work.

Required Skills (to be scored as pass/fail)

Required minimum qualifications:

- Master Contract resource type/category : Architecture Planning & Assessment - Technical
- A minimum of two previous projects completing similar work.

Desired Skills

- Experience working with Websphere and DB2 preferred
- Experience with managing and assessing vendor hosting capabilities.
- Experience assessing information security requirements

Process Schedule

- Deadline for Questions 03/24/2014, 2:30 p.m. Central Time
- Anticipated Posted Response to Questions 03/26/2014
- Proposals due 03/28/2014, 2:30 p.m. Central Time
- Anticipated proposal evaluation begins 04/01/2014
- Anticipated proposal evaluation & decision 04/04/2014

Questions

Any questions regarding this Statement of Work should be submitted via e-mail according to the date and time listed in the process schedule to:

Name: Daniel McLean, Contract Administrator
Minnesota State Retirement System (MSRS)

Email Address: daniel.mclean@msrs.us (Include in the email subject line: "RFP16 SOW")

Questions and answers will be posted on the Office of MN.IT Services website (http://mn.gov/buyit/statements/mcp902ts_active.html) according to the process schedule above.

Other persons ARE NOT authorized to discuss this SOW or its requirements with anyone throughout the selection process and responders should not rely on information obtained from non-authorized individuals. If it is discovered a Responder contacted other State staff other than the individual above, the responder's proposal may be removed from further consideration.

The State reserves the right to determine if further information is needed to better understand the information presented. This may include a request for a presentation.

Proposal Evaluation Process

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. MSRS reserves the right to reject any and all Proposals. Proposals will be evaluated on a 1,000-point scale:

| Evaluation Criteria | Points |
|---|------------|
| Resource evidence of Desired Skills | 200 points |
| Resource experience with similar projects | 300 points |
| Quality of Workplan | 200 points |
| Cost Proposal | 300 points |

The Cost Proposal with the lowest cost receives 300 points. Other Cost Proposals are evaluated according to this formula:

$$\frac{\text{Amount of Cost Proposal with Lowest Cost}}{\text{Amount of Vendor's Cost Proposal}} \times \text{Maximum Price Points (300)}$$

Before executing a Contract the Vendor must successfully pass a Background Check.

Submission Format

Vendor Proposals should include the following documents:

1. Cover Page:

- a) Vendor Firm Name
- b) Vendor Street Address, City, State, and ZIP Code
- c) Vendor's Contact's name, direct phone number, and email
- d) A statement about satisfying this Statement of Work's Master Contract resource type/category requirement: *Architecture Planning & Assessment - Technical*
- e) Whether the Vendor is claiming certified "Targeted Group Businesses or Individual" status (see General Requirements, below)
- f) Name(s) of individual(s) to be assigned to this project (one or more individuals, also known as a "Resource")

2. Overall Experience:

1. Describe how the propose resource meets the Desired Skills, listed above.
2. Attach a **résumé (s)** for proposed resource(s) in addition to the narrative description. Be certain the resume has dates of work and notes whether the resource was an employee or consultant.
3. Provide examples of a minimum of two previous projects completing similar work.
4. Also include the name of **two (2) references** who can speak to the resources work on a similar project. Include the company name and address, reference name, reference email, reference phone number and a brief description of the project this resource completed.

Note: Résumés and other information about personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the Proposal that personal contact information is being provided.

3. Workplan

Describe how the Resource plans to complete each of the tasks in the **Project Deliverables** section, above. Provide the proposed start and end dates, and the individual(s) responsible for each task. (Cost information for each task should be provided separately in a **Cost Proposal**.)

4. Cost Proposal

In Microsoft Excel spreadsheet format, provide the cost detail for each task in the Workplan, with the hourly rate, proposed number of hours, and individual(s) responsible for each task (see example, **Attachment A**). Because the Cost Proposal portion of the evaluation is scored after the technical merits are evaluated, Vendors should only provide cost information in **Attachment A**.

5. Other Statements and Attachments

- a) A Conflict of Interest list as it relates to this project (see **Conflicts of Interest**, under **General Requirements**, below)
- b) Affidavit of Noncollusion (**Attachment B**)
- c) Veteran-Owned/Service Disabled Veteran-Owned Preference Form, if applicable (**Attachment C**)
- d) Resident Vendor Form, if applicable (**Attachment D**)

Proposal Submission Instructions

Send completed Proposals by email to:

Daniel McLean, Contract Administrator
Minnesota State Retirement System (MSRS)
daniel.mclean@msrs.us (Include in the email subject line: "RFP16 SOW")

Proposals must be received by the due date and time specified in the **Process Schedule** section, 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.

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 SOW, 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

All documents and other work products delivered by the vendor must be accessible in order to conform with the State Accessibility Standard. Information about the Standard can be found at: <http://mn.gov/oet/policies-and-standards/accessibility/>.

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.

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.