

# **IT Professional Technical Services Master Contract**

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

**Minnesota State College and Universities (MnSCU)**

### **Project Title**

**Staff Augmentation**

### **Service Categories**

**Analyst-Business, Database-Oracle, Network- Operations, Server-  
Applications (Design & Development), Server-Security**

### **Focus**

Minnesota State Colleges and Universities (MnSCU) is seeking Professional/Technical Services to augment staff for the administration and support of several application systems and projects for enterprise systems developed and/or supported by the ITS division of the Office of the Chancellor (OOC).

### **Business Need**

MnSCU OOC ITS division currently has multiple IT operational requirements and tasks requiring:

- Implementation support
- Application support and lifecycle management

Currently, staff involved with task and application support and have other operational responsibilities and may not have the time, experience or expertise to support these tasks and applications. Supplementing OOC ITS division staff will help provide an effective application support capability to meet the expanding short and long term goals of our business customers.

### **Project Deliverables**

- The vendor will supply resources, including planning, business analysis, and technical support to support the systems' infrastructure, security services, and enterprise applications. The infrastructure includes two major datacenters with failover capability, more than five hundred

(500) servers and SAN, and over seventy enterprise applications. The operations group is also responsible for supporting approximately one hundred (100) enterprise and operational projects annually. Selected vendors will transfer knowledge to existing team and newly hired staff.

## **Milestones and Schedule**

Start Date: July, 2008

End Date: June, 2009

## **Project Environment (State Resources)**

The following list contains the MnSCU staff that will be involved in the project and their roles:

- Project Sponsor – Alfred Essa, Associate Vice Chancellor, Deputy CIO
- Data Center Operations – Ross Berndt, Data Center Operations
- Network & Infrastructure – Michael Janke, Director of Network Services
- Security – Bev Schuft, Systems Director for Security
- Subject Matter Experts – Business clients

## **Responsibilities Expected of the Selected Vendor**

The vendor will supply experienced resources that provide operational support for the following ITS applications and infrastructure supported by the Office of the Chancellor:

- Enterprise-wide operational support, including planning, technical support, working with system administrators and DBAs on key applications that are not currently adequately staffed by the ITS division.
- Design, perform and coordinate support, upgrades, enhancements, and data integration with OOC ITS division supported applications and systems.
- Design, perform and coordinate support, upgrades, and enhancements on MnSCU OOC ITS division infrastructure and network systems.
- Assist ITS management in optimizing processes and workflow to enhance the application, budgeting, infrastructure, and network support processes. This includes the planning and scheduling of system support, upgrade cycles and application/data downtime. This analysis also includes requirements gathering and definition and optimization review as performed by a business analyst.
- Interface with Office of the Chancellor business leaders and coordinate business goals and objectives within the OOC ITS division to achieve desired ITS systems performance and service delivery.
- Manage application inventories and provide planning, scheduling, and coordinated implementation of upgrades and enhancements.
- Document systems, applications, and architecture.

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

Required minimum qualifications:

- Direct experience with MnSCU Office of the Chancellor (OOC) infrastructure, network, systems or applications.
- Direct experience with MnSCU OOC application and related business processes.
- Expertise in one or more of the following: system administration, database design and management, wide area network design and management, identity and access management, security, application support (particularly Java), business analysis, requirements definition, technical documentation, and web application design and support.

## Desired Skills

- Experience in State Government IT Operations
- Experience with Higher Education IT Operations
- Knowledge of Public Sector Financial Management

## Process Schedule

- Proposals due 07/02/2008, 4:00 PM CDT
- Anticipated proposal evaluation begins 07/07/2008, 8:00 AM CDT
- Anticipated proposal evaluation & decision 07/11/2008, 4:00 PM CDT

## Questions

Any questions regarding this Statement of Work should be submitted via e-mail by 06/25/2008, 4:00 PM CDT:

Name: **Alfred Essa, Associate Vice Chancellor / Deputy CIO**  
Department: **MnSCU Information Technology Services**  
Telephone Number: **651-201-1467**  
Email Address: [alfred.essa@csu.mnscu.edu](mailto:alfred.essa@csu.mnscu.edu)

Questions and answers will be posted on the Office of Enterprise Technology website by 06/27/2008, 4:00 PM CDT ([www.oet.state.mn.us](http://www.oet.state.mn.us)).

## Evaluation Process

Only vendors meeting all the requirements set forth by this statement of work will be evaluated.

- Company: 5%
- Experience: 25%
- Three References: 5%
- Required Skills: 25%
- Desired skills: 10%
- Cost: 30%

### *Step Two:*

Up to three top scoring vendors will be asked to demonstrate their ability to complete the required deliverables and the knowledge transfer requirement. The presentation or demonstration of their proposed approach/methodology should be no longer than 60 minutes. Evaluators will be particularly interested in the vendor's demonstration of their staff's ability to work effectively with MnSCU staff. Evaluators will award up to 10 points to each presentation. Presentation points will be added to points awarded in Step One to select the vendor.

## Response Requirements

Minnesota State Colleges and Universities have the right to refuse the vendor's proposal if proposed dollar amount is outside of MnSCU's available financial resources. Current funding is limited to \$1,750,000.

The following items must be included in the vendor's response:

1. Description of vendor's familiarity and experience in supporting or designing Office of the Chancellor applications and systems.
2. Cost schedule (hourly rates) for personnel and assets required to accomplish operational tasks and provide technical and business support.
3. At least three references outside MnSCU that can support the respondent's skills and experience.
4. Sample resumes of staff and personnel who would serve as consultants under this RFP.
5. Required forms to be returned or additional provisions that must be included in proposal
  - a. Affirmative Action Certificate of Compliance (can be found at: [http://www.state.mn.us/mn/externalDocs/OT/Affirmative\\_Action\\_031105012439\\_Affirmative%20Action.doc](http://www.state.mn.us/mn/externalDocs/OT/Affirmative_Action_031105012439_Affirmative%20Action.doc))
  - b. Affidavit of non-collusion (attached)
  - c. Liability Language: "The Contractor must indemnify, save, and hold the State, its Agents, and employees harmless from any claims or causes of action, including

attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.”

d. Location of Service Disclosure (attached)

e. Certification Regarding Lobbying (attached)

f. Immigration Status Form located at  
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>

g. Work Order template. This document will be used to contract with the selected vendor and is included here for information purposes only (attached)

## **Proposal Submission Instructions**

- Responses should be submitted via email to:  
Dale Johnson, ITS Office Supervisor  
[Dale.Johnson@so.mnscu.edu](mailto:Dale.Johnson@so.mnscu.edu)

Label the response: Attention: Staff Augmentation

Key dates:

- Refer to Process Schedule
- Response must be delivered to Dale Johnson at the Office of the Chancellor by the date and time indicated on the schedule to be accepted.

Constraints or rules on respondents:

- Respondents are to contact only Dale Johnson for information regarding this Statement of Work.

# 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.

## 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, and 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.

**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. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmd.help.line@state.mn.us](mailto:mmd.help.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

**STATE OF MINNESOTA**

**AFFIDAVIT OF NONCOLLUSION**

**I certify under penalty of perjury:**

- 1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);**
  
- 2. That the proposal submitted in response to the State of Minnesota Statement of Work has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Statement of Work, designed to limit fair and open competition;**
  
- 3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals;**
  
- 4. That neither I, nor any member or agent of this company or corporation, have or will contact other companies regarding participation in any future reverse auction conducted under this program; and**
  
- 5. That I am fully informed regarding the accuracy of the statements made in this affidavit.**

**Responder's Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**Subscribed and sworn to me this** \_\_\_\_\_ **day of** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**STATE OF MINNESOTA  
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION  
LOCATION OF SERVICE DISCLOSURE**

**Check all that apply:**

✓ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.

The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.

The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.

The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of

- (1) the identity of the company (identify if subcontractor) performing services outside the United States;
- (2) the location where services under the contract will be performed; and
- (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**CERTIFICATION**

**By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.**

**Name of Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

# CERTIFICATION REGARDING LOBBYING

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Name and Title of Official Signing for Organization**

By: \_\_\_\_\_  
**Signature of Official**

\_\_\_\_\_  
**Date**

# STATE OF MINNESOTA

## IT Professional Services Master Contract 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 502TS, CFMS Number \_\_\_\_\_, and is subject to all provisions of the master contract which is incorporated by reference.

### Recitals

1. Under Minn. Stat. § 15.061 [INSERT ADDITIONAL STATUTORY AUTHORIZATION IF NECESSARY.] the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of [ADD BRIEF NARRATIVE OF THE PURPOSE OF THE CONTRACT].
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

### Work Order

#### 1 Term of Work Order

**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 projects, list out each deliverable and amount to be paid for each deliverable. Only if a specific deliverable cannot be defined, insert an hourly rate.]**

B. *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 \$\_\_\_\_\_.

C. *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 Liability

**[Insert liability language that was either required in the Statement of Work or, if options were offered and scored as part of the evaluation process, insert the liability language that was proposed by the contractor and approved by the agency.]**

**5 Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this work order contract by reference.

**6 Authorized Representatives**

The State's Authorized Representative is \_\_\_\_\_. 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.

**1. STATE ENCUMBRANCE VERIFICATION 2. STATE AGENCY**

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

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

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

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

CFMS Contract No. \_\_\_\_\_

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

**3. CONTRACTOR**

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

By: \_\_\_\_\_

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

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