MINNESOTA JUDICIAL BRANCH
STATE COURT ADMINISTRATOR'S OFFICE

REQUEST FOR PROPOSALS

MASTER SERVICE AGREEMENTS FOR IT TECHNICAL/INFRASTRUCTURE SERVICES & INFORMATION TECHNOLOGY APPLICATION DEVELOPMENT AND SUPPORT SERVICES

I. REQUEST FOR PROPOSALS

A. **Defined.** The State of Minnesota –State Court Administrator's Office (SCAO) is using a competitive selection process (referred to herein as the "Request for Proposals" or "RFP") to select multiple vendors to enter into a Master Service Agreement (MSA) to be considered to provide SCAO Information Technology Division (ITD) technical/infrastructure services and IT application development and support services. The Master Service Agreements have an anticipated start date of approximately July 1, 2019, and an end date of June 30, 2021. The Master Service Agreement will not preclude the State from issuing other RFPs when needed, nor does it preclude a vendor from responding to other State issued RFPs. This is a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide services described in this document.

B. **Right to Cancel.** The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

A. **Minnesota Judicial Branch (MJB).** The MJB has 10 judicial districts with 294 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. For more information please visit www.mncourts.gov.

B. **State Court Administrator's Office.** The mission of the State Court Administrator's Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.

The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **Background**. **ITD Master Service Agreements**. The State intends to have Master Service Agreements with multiple vendors for IT Technical/Infrastructure Services, and Master Service Agreements with multiple vendors for IT Application Development and Support Services. The specific skills the State is seeking are outlined in Section III, below. Vendors will be selected and approved for specific skills and/or categories of services through this competitive selection process. Selected vendors will be required to sign a Master Service Agreement with the State, which will include the State's standard terms and conditions. Following execution of the Master Service Agreement, selected vendors will become part of the Preferred Vendor resources pool that allows Preferred Vendors to respond to Statements of Work ("SOW"). Only Preferred Vendors, and Preferred Vendors approved for the specific skill or category of service listed on the SOW, may respond to the SOW.

The Master Service Agreements will be valid from July 1, 2019, (or the time of signing the MSA contract if later than July 1, 2019,) through June 30, 2021. It must be noted, however, that a Master Service Agreement does not guarantee a vendor work, but does position the vendor to provide future services for the State.

D. **Statements of Work and Work Order Contracts.** Preferred Vendors may provide services to the State on current and/or future IT projects, and/or provide staffing for current and/or future IT projects.

1. When the State has an IT project requiring services of $49,999.00 or less, the State may select any Preferred Vendor that holds a Master Service Contract and is approved in the skill and/or type of service identified to perform the services. If a Preferred Vendor is selected, the Preferred Vendor will entered into a Work Order Contract ("WOC") with the State based on their per hour charge rate submitted in response to this Request for Proposals.

2. When the State has an IT project requiring services exceeding $50,000.00, the State will post a SOW on its website (www.mncourts.gov). The SOW will specify a period of between three (3) to ten (10) days for Preferred Vendors to submit a proposal. The SOW will typically describe the overall business need, deliverables, milestones/schedule, required skill(s) and schedule for the IT project. Only Preferred Vendors that hold a Master Service Contract and are

approved in the skill and/or type of service identified in the SOW may respond. Court staff will evaluate proposals submitted in response to the SOW from Preferred Vendors based on criteria that may include, for example:

- Availability of staff to fill request(s);
- Individual skills and experience;
- Fit with State culture;
- Hourly rate;
- Knowledge of State's technical and/or business environment;
- Review sample of work, if applicable;
- Reference check;
- Result of candidate interview;
- Past State contract performance
- And other applicable criteria.

Preferred Vendors are responsible for accessing the State's website to review SOWs, and for responding only to SOWs posted for those skills and categories of services for which they have been approved. Specific instructions, SOW response requirements and evaluation/selection criteria for responses will be included in the individual SOWs.

If a Preferred Vendor's proposal is selected, the Preferred Vendor will enter into a WOC with the State based on their per hour charge rate submitted in response to this Request for Proposals. The State reserves the right to choose all, some or none of the candidates proposed by a Preferred Vendor in response to a SOW.

E. **Project or Effort Benefits.** By selecting Master Service Contract Preferred Vendors and having them available to provide services for State IT projects and efforts, this will ensure the overall timely implementation of State initiatives. The availability of Master Service Contracts will also simplify and expedite procurement processes for IT services.

F. **Project or Effort Approach.** The vendors will work with State IT staff, who will oversee execution of the IT projects or efforts and sign off on the deliverables, including, but not limited to code, training material, documentation, etc. Project deliverables and required tasks will be defined within the individual projects and detailed in the WOC between the Preferred Vendor and the State.

III. PROJECT DESCRIPTION AND OBJECTIVES.

A. <u>Technical/Infrastructure:</u>
1) Window Server Administration
2) Database Administration (Microsoft SQL)
3) Network (LAN/WAN) Administration
4) Citrix Support

5) Firewall Configuration and Support
6) Exchange Server Support
7) Workstation Configuration and Support
8) VOIP/Telephony Support
9) End User Support
10) Service Desk Support
11) Cyber Security Analysis and Support
12) Cyber Security Engineering and Configuration
13) Storage Area Network Support and Implementation
14) Network/Server/Hypervisor Architecture and Design
15) High Availability/Disaster Recovery Architecture and Design
16) AZURE Support
17) Cloud Support
18) OBIE Support

B. Application Development and Support:
1) Project Management
2) Business Analysis
3) Technical Analysis
4) Business Intelligence (Microsoft SQL)
5) Cyber Security Analysis and Support
6) SharePoint Application Development
7) SharePoint Administration and User Support
8) Web Application Development
9) .Net Development/C#
10) SSRS Support and Development
11) Quality Assurance
12) Application Architecture and Design
13) Application Configuration and Support
14) IT Strategic Planning, Road Mapping, Organizational Assessment and Resource Planning Active Directory Federation Services
15) Procurement, Contract, and License Management
16) IT Change Management
17) Mobile Application Development and Support
18) SMS/Text Development and Support
19) UI/UX Development

IV. SUBMISSION REQUIREMENTS.

A. **General Requirements – each response must include the following or it may be excluded from moving through to the next phase of response scoring:**

1. **Certificate of Insurance**. Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance,

or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. *See* Section of the sample State contract in Appendix III for details on additional insurance requirements that must be provided upon request of the State.

2. **Affirmative Action Certification**. If the vendor's proposal exceeds $100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.

3. **Non-Collusion Affirmation**. Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.

4. **Contract Terms** – acknowledgment of a and b. The State's proposed contract templates are set forth in Appendix III (Master Service Contract) and Appendix IV (Master Service Contract Work Order Contract). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.

   a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.

   b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language.

   c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.

5. **Evidence of Financial Stability**. Vendor's RFP must provide evidence of Vendor's financial stability as an indicator of Vendor's ability to provide services irrespective of uneven cash flow.

6. **Financial Stability-Related Trade Secret.** Judicial MJB rules of public access permit vendors to submit evidence of financial stability as trade secret information according to the following:

   a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;

   b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"

   c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the Judicial MJB, or known to or ascertainable by the Judicial MJB from third parties.

   Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor's proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

7. **Equal Pay Certification.** The Equal Pay Certification (EPC) requirement for vendors was signed into law in May of 2014. If a vendor proposal is estimated at $500,000.00 or more, the vendor must complete the EPC with the MN Department of Human Rights and attach a copy of that certification to the response (see appendix VI). For more information on the EPC see the Minnesota Department of Human Rights website at: https://mn.gov/mdhr/certificates/apply-renew/

8. **Conflict of Interest Statement.** A written statement acknowledging whether or not there is a conflict of interest.

B. **Project-Related Submission Requirements; each response must include the following or it may be excluded from moving through to the next phase of response scoring:**

1. A cover sheet including vendors' contact information, email address, business address, and phone numbers. Cover sheet should include signature lines and must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm

2. A completed Appendix B, with the vendor's minimum and maximum per hour charge rate for the skills vendor is proposing to provide in response to this RFP;

3. Appendix C: Brief summary that highlights the vendor's particular expertise, core competencies and experience to provide the required services vendor selects under section III (A) and (B); include client name and contract information for which the vendor provided services resulting in the successful completion of the engagement, dates of engagement (acknowledging that these clients may be called upon as references);

4. At least three (3) general client references with appropriate contact information that the vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated;

5. Information pertaining to any previous engagement vendor has had with the State including: contract date, and State contact.

C. PROPOSAL EVALUATION.

A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.

B. Proposals will be evaluated strictly by the general submission requirements and project specific requirements as outlined in Section IV, A & B.

C. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.

D. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor's representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the

product and answer questions. Notification of any such requirements will be given as necessary.

E. The State may elect not to award a contract to any Vendor based on their response to this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.

V. SUBMISSION OF PROPOSALS.

A. **Proposal Timeline.**

1. Posting Date on State MJB Website MJB Court Public Website - Public Notice : Tuesday, February 19, 2019.

2. Questions Due: March 15, 2019.

3. Answers Posted: March 22, 2019.

4. Proposal Submission Deadline: 4:00 pm Friday, April 5, 2019.

5. Subsequent approval and MSA contracts established as soon thereafter as possible.

B. **Amendments.** Any amendments to this RFP will be posted on the MJB website.

C. **Questions.** All questions about this RFP must be submitted in writing via email to the State's sole point of contact identified in this paragraph no later than March 15, 2019. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.
2019msaquestions@courts.state.mn.us

D. **Answers to Questions.** Timely submitted questions and answers will be posted on the Judicial MJB website by the end of the day on Friday March 10, 2017 and will be accessible to the public and other proposers.

E. **Sealed Proposal and Submittal Address.** Your proposal must be submitted in writing by 4:00 pm Friday April 5, 2019 in a sealed envelope to:

Maggie O'Connell
IT Office Assistant
State Court Administrator's Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota 55155

The submission must include both one (1) paper copy and one (1) electronic PDF copy on a flash drive. No facsimile or email submissions will be accepted. Proposals delivered in person to State Court Administration should be presented to the First Floor receptionist and date/time stamped by the receptionist.

F. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.

G. **Ink.** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.

H. **Deadline; Opening; Public Access.** Proposals must be received no later than Friday, April 5, 2019. Proposals will be opened the following business day and once opened become accessible to the public except financial stability information submitted as a trade secret in accordance with the instructions in this RFP and except for security measures information submitted in accordance with the instructions in this RFP. Do not place any information in your proposal that you do not want revealed to the public (except for financial security and security measures information as expressly described above). All documentation shipped with the proposal, including the proposal, will become the property of the State.

I. **Late Proposals.** Late proposals will not be accepted or considered.

J. **Selection Timeline.** Vendor selection for participation on the MSA, along with the MSA contracts will be completed as soon as possible after the proposal submission deadline. All MSA contracts will be valid from July 1, 2019 through June 30, 2021.