

# REQUEST FOR PROPOSALS PROFESSIONAL SERVICES

## TECHNICAL CONDITIONS

### **TC.1 INTRODUCTION**

The Southeast Minnesota Water Resources Board (the Board) is seeking Request for Proposals for professional services in the development, customization, and deployment of a web-based inventory, tracking, and management database of onsite wastewater treatment systems for county departments in four SE Minnesota counties.

### **TC.2 SITE LOCATION**

Winona, Waseca, Dodge and Mower County offices

### **TC.3 PROJECT OBJECTIVE**

The Board has obtained a grant for the development, customization, and deployment of a web-based database for four counties in SE Minnesota. The counties intend to use the database for the management of the onsite wastewater treatment systems within their jurisdictions. Management will include the ability to inventory and track the performance of the treatment systems with the database. The web-based database shall meet the requirements as specified below:

#### **Database Specifications**

The database and associated website must be able to be installed on the counties IT infrastructure or offered as a hosted service. The model under which each county will operate will be at the discretion of that county. Please demonstrate capabilities to work under both of these models and describe what support and maintenance would be included in each of the models.

Support at least one hundred (100) concurrent users for data input without degradation of system performance.

Support at a minimum of 250,000 treatment systems.

Provide a password-protected access. Provide role-based, hierarchical security. Support different user roles and privileges for access to features of the database based on the requirements of the counties.

Provide users with the approved role and privileges the ability to access and download data, search and query the database, create reports and generate mailings.

Provide customized search parameters as specified by the counties including but not limited to: property identification number, system owner, system address location, township, permit number.

Provide for the ability to input, store, track, and query the database information regarding the onsite wastewater treatment systems, including: site information, treatment train information, maintenance, MPCA compliance inspection, construction inspection and related document storage in accordance with permits issued by a county.

Provide drop-down lists to specify inputs such as zoning types, treatment types, lakes and rivers, and townships.

Generate routine notices related to specific reporting requirements of an operating permit.

Supply the annual quantitative information to complete the county's annual report to the MPCA.

Provide the ability to import and export existing permit and inspection data in XML, Access, and Excel format.

Be compatible with other programs and software such as Microsoft Word, Excel and Access, AS 400 and/or county tax base database system.

Be intuitive and easy to use by a non-technical individual, such as administrative support staff.

Accept GPS coordinate input, as available.

Provide the ability to integrate with GIS

Provide a sandbox test environment for each county

#### **Warranty:**

Firm will warranty that the database shall function according to the specifications as listed and that firm shall modify and/or replace such product as necessary to maintain ongoing product reliability for three (3) years

## **Desired Qualifications**

The firm must show experience with the State of Minnesota, Minnesota Pollution Control Agency (MPCA) onsite wastewater rules and regulations.

The firm must show experience with the development, customization, and deployment of the database at a minimum of three separate examples to government entities. The firm must list three references with database projects from government entities.

The firm must demonstrate the capacity to complete the project within one (1) year after the project has started.

The firm should show experience with working with county planning and zoning, environmental services and/or environment health departments in Minnesota.

The firm must demonstrate the ability and capabilities to host the database.

## **TC.4 PROPOSAL CONTENT**

The Technical Proposal shall describe in detail the professional services being proposed that will allow the Board to achieve the objectives described above in the "Project Objectives" section and must include at least the following:

1. The Responder's experience in accomplishing projects involving the scope of services described below. Provide contact information for references that can attest to the experience being described.
2. The name and resume of the Project Manager being proposed.
2. The names and resumes of other personnel who will be assigned to the project team. If subcontractors or partners will comprise part of the project team, identify the relevant individuals and provide their resumes.
3. The physical location of the office from which project functions will be headquartered.
4. The Responder recommended approach to structuring the project. Include a work plan identifying significant project mileposts, the proposed sequence of accomplishment, and relative temporal schedule. The work plan shall identify all of the work products that will be produced by the Responder, and the manner in which they fit into the overall project schedule. The work plan and schedule shall clearly, and in detail, relate and integrate the time intervals required with detailed technical tasks and work products. The work plan shall become a contract document and shall serve as an overall project guide for necessary actions by the Board, the Responder and the Contractor.
5. A specific description of the support that must be provided by the Board and Counties in order for the Responder to successfully and expeditiously carry out the work plan described above.

The Cost Proposal shall include:

1. A firm, not to exceed price for the complete scope of services described in the Technical Proposal. Include costs based upon the mileposts and work products as described in the work plan contained in the Technical Proposal. Also include a breakdown of anticipated incidental expenses.

2. A payment schedule referenced to mileposts and work products as described in the work plan contained in the Technical Proposal.

The Responder shall promptly notify Linda Dahl, SEMWRB Director, in writing, of any apparent inconsistencies, problems, or ambiguities in this Request for Proposals. The Board shall provide all firms with a written response to the issues raised by any one firm.

It is the responsibility of the Responder to identify information in their proposals that they consider to be confidential, and to the extent that the Board agrees with that designation, such information will be held in strict confidence. All other information will be considered public.

In the event any information is considered confidential pursuant to the foregoing, and any person makes a request for disclosure of such information, the Board shall notify the Responder submitting such information that such a request has been made. Unless the Responder immediately agrees to assume the defense against such a request and pay all costs associated therewith (including any attorney fees, which might be awarded to the prevailing party), the information will be considered public information, available to any current or subsequent requester(s).

## **TC.5 PROPOSAL EVALUATION**

The initial selection of the successful Responder will be based on the content of the Technical Proposals. During the evaluation of the Technical Proposals, the Cost Proposals will remain sealed.

All Technical Proposals will be thoroughly evaluated and ranked in order of preference including but not limited to the following: completeness, experience, understanding of the challenges, quality of the work plan, qualifications of personnel, available resources, past experience of the firm with similar work and references. Interviews may be held to review Technical Proposals and qualifications in person.

After Technical Proposals have been evaluated and ranked, the sealed Cost Proposals will be opened. Final selection of a Responder will be made based on a combination of technical merit and reasonable cost.

## **TC.6 SCOPE OF SERVICES**

The Responder, with its own forces, or through Board approved joint ventures or subcontracts, shall perform all of the work described in the Technical Proposal, enabling the Board to achieve the objectives described in the Project Objectives section of this document.

The Responder shall acknowledge that a strict compliance schedule exists and that time is of the essence for this project. The Responder shall agree to provide professional services in the general time frame described in the Tentative Project Event Calendar unless such schedule is amended and agreed to by both the Board and the Responder.

## **TC.7 CONTRACT DEVELOPMENT**

The Board intends to enter into a contractual agreement with the apparent successful Responder for providing the needed professional services. Contract negotiations will proceed following selection of the apparent successful proposal. The content of this Request For Proposals and the successful Responder proposal will become integral parts of the contract, but may be modified by the provisions of the contract. If a contract, for any reason, cannot be negotiated, another Responder may be selected.

## **GENERAL CONDITIONS**

### **GC.1 PROPOSALS DUE**

Sealed proposals for this project shall be entitled "Wastwater Treatment System Database" and will be received until 2:00 p.m. on June 17, 2010 by:

Linda Dahl  
SEMWRB Directory  
Winona State University  
Winona, MN 55987

Oral, facsimile, electronic or telephone proposals are invalid and will not receive consideration.

Please provide one (1) original and two (2) copies of your proposal. All proposal forms must be clearly typed or written with black ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink and initialed by the person signing the proposal, or an authorized agent. All proposals must be concise and to the point and all extraneous material must be excluded.

### **GC.2 INTERPRETATIONS**

Any requests for addenda or amendments to, or clarification or modification of, the Request for Proposal (RFP) are to be submitted in writing. Any such requests must be received by Linda Dahl, Board Director, in writing by June 7, 2010. Any questions received after this date will not be entertained unless they fall under the public information act.

The Board reserves the right, upon the request of a prospective Responder or upon its own initiative, to issue addenda to this RFP. In any such case, written addenda will be provided to all Responders. Any such amendments to the RFP will be made via addenda. The Board is not bound by any oral interpretations, clarifications, or changes made in the RFP by Board employees. Any clarification or change to the RFP must be provided to Responders in written addendum form from Board.

### **GC.3 DESIGNATED CONTACT**

The designated Board representative for questions pertaining to this Request for Proposal is Linda Dahl, (email) ldahl@winona.edu.

### **GC.4 PROPOSAL CONTENT**

#### **A completed proposal must contain the following:**

Completion and submittal of all technical requirements outlined in the technical conditions.

All proposals must be clearly typed or written with black ink.

Any costs incurred by Responders responding to this Request for Proposal in anticipation of receiving a contract award will not be reimbursed by the Board.

### **GC.5 PROPOSAL PACKAGING**

#### **Technical Proposal**

The technical proposal must be submitted in a sealed envelope and shall plainly specify "Wastewater Treatment System Database - Technical Proposal". If a proposal is received without the proper label and prematurely opened, it will be resealed immediately and considered with the other proposals unless an unfair advantage would result from such action.

#### **Cost Proposal**

The cost proposal must be submitted in a sealed envelope and shall plainly specify "Wastewater Treatment System Database - Cost Proposal". If a proposal is received without the proper label and prematurely opened, it will be resealed immediately and considered with the other proposals unless an unfair advantage would result from such action.

### **GC.6 CONSIDERATION OF PROPOSAL**

The Board shall have the right to reject any or all proposals and to reject a proposal not accompanied by any required data, or to reject a proposal, which is in any way incomplete or irregular.

Award will be made to the Responder whose offer provides the greatest value to the Board, from the standpoint of meeting specifications and requirements of proposal documents, suitability to purpose, quality, service, previous experience, price, life-cycle cost, ability to deliver, or any other reason deemed by the Board to be in its own best interest. Thus, the result will not be determined by price alone. Any final analysis or weighted point score does not imply that one Responder is superior to another, but simply that in our judgment the Responder selected appears to offer the best overall solution for our current and anticipated needs. The Board shall have the right to waive any informality or irregularity in any proposal received and to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising is determined by the Board to be in its own best interest.

The successful Responder shall comply with all employment laws and regulations regarding safety. The successful Responder shall ensure all staff is properly trained in safe work practices and procedures.

If subcontractors are necessary to complete any functions of this requirement, the Responder must list their names and business locations of any proposed subcontractors, with their submitted proposal. The Board retains the right to review and approve any subcontractors proposed by the Responder. Any approval of the subcontractor shall not be construed as making the Board party of such contract, giving the subcontractor privity of contract with the Board, or subjecting the Board to liability of any kind to any subcontractor.

#### **GC.7 LATE PROPOSALS**

Proposals received after the date, time and place listed for the opening will not be considered.

#### **GC.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Prior to the time and date designated for receipt of proposals, any proposal submitted may be modified or withdrawn by notice to the Public Works Buyer at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the Responder. Written confirmation over the signature of the Responder shall be received on or before the date and time set for receipt of proposals, and shall be worded so as not to reveal the amount of the original proposal. However, the original proposal shall not be physically returned to the Responder until after the proposal opening.

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these instructions.

#### **GC.9 DATA PRIVACY**

All material submitted in response to this RFP will become public record and will be subject to inspection after notice to proceed has been given. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal.

Responder agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information. Responder agrees to hold the Board harmless from any claims resulting from the Responder's unlawful disclosure or use of private or confidential information.

#### **GC.10 INSURANCE**

The selected Responder shall purchase, provide and maintain, at its own expense, such insurance as will protect the Responder from claims set forth below.

Proof of such insurance shall be furnished to Board **prior to the commencement of any work** and shall be maintained throughout the life of this contract.

**Insurance shall be in force the first day of the Contract.**

Insurance shall not be canceled, limited in scope of coverage, or non-renewed until after Thirty (30) days written notice has been given to:

**SEMWRB**  
**Winona State University**  
**Winona, MN 55987**

It is agreed that any insurance maintained by the Board will not contribute with insurance provided by this policy.

#### **PROFESSIONAL LIABILITY**

The Selected Responder shall maintain Professional Liability Insurance with limits not less than:

Negligent Acts, Errors, and Omissions \$1,000,000

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Responder to purchase and maintain additional insurance that may be necessary in connection with this contract.

#### **GC.11 WAIVER OF TERMS AND CONDITIONS**

The failure of the Board or the selected Responder to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### **GC.12 ASSIGNMENT OF CONTRACTUAL RIGHTS**

It is agreed that the selected Responder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the Board.

#### **GC.13 INTERPRETATION, JURISDICTION, AND VENUE**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Minnesota. The selected Responder hereby consents and submits to the jurisdiction of the appropriate courts of Minnesota or of the United States having jurisdiction in Minnesota for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

#### **GC.14 SEVERABILITY**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or

become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**GC.15 HOLD HARMLESS**

The selected Responder agrees to protect, defend, indemnify and hold the Board, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the contract or the performance hereof by the selected Responder or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The selected Responder further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the selected Responder was negligent, and without regard to whether such claim is groundless, false, or fraudulent.