

**REQUEST FOR PROPOSALS FOR
Consulting Services to Assist with
Work Plan Review, Accessibility Checking, and Online System Testing**

**LEGISLATIVE-CITIZEN COMMISSION ON MINNESOTA RESOURCES
MINNESOTA STATE LEGISLATURE**

REQUEST FOR PROPOSALS

Consulting Services to Assist with Work Plan Review, Accessibility Checking, and Online System Testing

Solicitor:	Legislative-Citizen Commission on Minnesota Resources
Deadline for Questions Regarding the RFP:	Questions regarding the RFP must be received by the LCCMR by 4:30 p.m. (CT) on Friday, March 18, 2022.
Deadline for Receipt of Proposals:	Proposals must be received by the LCC by 4:30 p.m. (CT) on Friday, March 25, 2022. Late applications may not be accepted.
Proposal method:	Proposals may be submitted in writing or electronically by email. Email submissions are preferred.
Deliver Proposals to:	Attn: Consulting Services to Assist with Work Plan Review, Accessibility Checking, and Online System Testing Legislative-Citizen Commission on Minnesota Resources 65 State Office Building 100 Rev. Dr. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155 Email: Diana.Griffith@lccmr.mn.gov Emailed proposals are encouraged.
Contact Person:	Diana Griffith Legislative-Citizen Commission on Minnesota Resources 65 State Office Building 100 Rev. Dr. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155 (651) 296-2406 (voice) Email: Diana.Griffith@lccmr.mn.gov
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SUMMARY

The Legislative-Citizen Commission on Minnesota Resources (LCCMR) is requesting proposals to provide consulting services associated with state funding operations: work plan review; accessibility checking and remediation; online system testing; and other various tasks as needed.

The LCCMR makes recommendations to the legislature on how funds from the Environment and Natural Resources Trust Fund are spent and then conducts oversight of funded projects to ensure that outcomes are met and budgets are adhered to through the life of the project. Funded projects must have an approved work plan, provide ongoing project updates, and deliver a final report upon project completion. Any changes to the proposed work must be managed through the LCCMR's amendment procedures.

The LCCMR is in the process of developing an online project records and grant management system to manage all components of the funding process from project proposal through reporting to completion. At this time, the system is managing the first steps of the proposal and project selection process but the latter steps are still in the design, development, and testing phase.

Assistance is needed to review legacy (i.e. pre- online system) work plan status updates, amendment requests, and final report documents submitted primarily in Microsoft Word and Excel format as well as conduct alpha testing of new modules in the online system.

Work plan update, amendment request, and final report review includes: evaluating progress, fiscal compliance, achievement of outcomes, and gathering findings; reviewing related amendment requests for appropriateness and compliance with all rules, laws, and procedures guiding use of Environment and Natural Resources Trust Funds; preparing draft correspondence with project managers for review by LCCMR lead staff; assisting with preparation of final reports for posting to LCCMR website; and remediating documents for accessibility.

Online system testing includes reviewing the design of various modules; developing myriad testing scripts; conducting testing; tracking results; submitting tickets; and working with the developer and LCCMR lead staff to analyze issues and problem-solve solutions.

Additional tasks may be required from time to time. The status of all work must be tracked. Coordination with LCCMR staff is essential.

The contract for services is anticipated to be effective April 1, 2022, through December 31, 2022 but may be extended if agreed to by both parties. The initial contract and any amendments may not exceed a total of five years. Payments to the contractor would be the sole compensation for services. Payment of federal income tax, FICA payments, and state income tax for any of the contractor's employees would be the responsibility of the contractor. The contractor would invoice for services provided at periodic intervals and in an agreed format as negotiated.

CONTENTS OF PROPOSAL

Proposals must include:

- a. A description of the contractor's experience in providing similar consulting services.
- b. A description of the contractor's knowledge and experience reviewing project work plan updates, amendment requests, and final reports.
- c. A description of the contractor's knowledge and experience with processes for reviewing work plan updates, amendment requests, and final reports; including procedures for seeking revisions.
- d. A description of the contractor's knowledge and experience with accessibility remediation for Microsoft Word and Excel documents.
- e. A description of the contractor's knowledge and experience with online grants management systems, including design, functionality, and method of testing.
- f. A not-to-exceed amount for total consulting costs that is either broken out by an hourly rate or deliverable schedule.
- g. The contractor's professional credentials.
- h. No less than two professional references. The LCCMR may contact the references to verify the extent and the quality of work provided.

CONSIDERATION OF PROPOSALS

Upon receipt and evaluation of qualified proposals, the LCCMR will negotiate the specific terms of the contract including consulting services intended to cover. The services are to be performed in accordance with the enclosed specifications and general conditions.

The LCCMR reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LCCMR will not necessarily select the proposals that offer the lowest price; the LCCMR reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCCMR deems relevant.

QUESTIONS REGARDING THE PROPOSAL

Please submit all questions regarding the Request for Proposals by email by 4:30 p.m. (CT) Friday, March 18, 2022 to: Diana.Griffith@lccmr.mn.gov

A compiled list of questions received and responses provided will be posted to https://www.lccmr.mn.gov/about/rfp_for_staff_assistance_contract.html by 4:30 p.m. (CT) on Tuesday, March 22, 2022.

PROPOSALS DUE

Proposals must be received by the LCCMR by 4:30 p.m. (CT) on Friday, March 25, 2022. Electronic submissions are encouraged and can be emailed to the address below. Proposals are to be submitted to:

Attn: Consulting Services to Assist with Work Plan Review, Accessibility Checking, and Online System Testing
Legislative-Citizen Commission on Minnesota Resources
65 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155
Email: Diana.Griffith@lccmr.mn.gov

GENERAL TERMS AND CONDITIONS

A. “LCCMR” means the Legislative- Citizen Commission on Minnesota Resources. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCCMR is the Director of the Legislative- Citizen Commission on Minnesota Resources.

B. The LCCMR reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

C. Proposals will be received and considered in accordance with Minnesota Statutes Section 13.59, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 11, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a re-solicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

D. The LCCMR reserves the right to require a consultant to make an oral presentation of its proposal to the LCCMR to permit a better understanding of the specifics of a consultant’s proposal.

E. The LCCMR is not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

F. Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LCC 's authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

G. All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

**181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR
PROHIBITED IN CONTRACT.**

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

H. In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LCCMR acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

I. If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

(a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

J. As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

K. The Contractor certifies its compliance with Minnesota Statutes chapter 3, including the non-discrimination provisions of Minnesota Statutes, section 3.226, in the execution and performance of this Contract.

L. The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LCCMR and must be remitted to the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LCCMR.

M. Work must begin within the timeframe set in the signed contract between the LCCMR, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

N. This contract may be terminated by the LCCMR as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCCMR. The LCCMR will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.