

REQUEST FOR PROPOSALS FOR WEB PROGRAMMING/MAINTENANCE SERVICES

**Lessard-Sams Outdoor Heritage Council
MINNESOTA STATE LEGISLATURE**

June 7, 2021

REQUEST FOR PROPOSALS
WEB PROGRAMMING/MAINTENANCE SERVICES
Lessard-Sams Outdoor Heritage Council,
MINNESOTA STATE LEGISLATURE

Solicitor:	Lesard-Sams Outdoor Heritage Council (LSOHC)
Deadline for Receipt of Proposals:	Proposals must be received by the LSOHC by 12:00 p.m. (noon) Wednesday, June 30, 2021 . Late applications may not be accepted.
Proposal Method:	Proposals may be submitted in writing, by fax, or electronically by email. Submission by email is preferred.
Deliver Proposals to:	Attn: Web Services RFP 95 State Office Building 100 Rev Dr. Martin Luther King Jr. Blvd Saint Paul, Minnesota 55155 Fax: (651) 297-3697 Email: sandy.smith@lsohc.leg.mn
Contact Person:	Sandy Smith Lessard-Sams Outdoor Heritage Council 95 State Office Building Saint Paul, Minnesota 55155 Phone: (651) 297-7141 (voicemail) Email: sandy.smith@lsohc.leg.mn
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BACKGROUND / SUMMARY

The Lessard-Sams Outdoor Heritage Council (LSOHC) is requesting proposals for web development programming, maintenance, and GIS mapping services vendor to continue supporting LSOHC's custom web-based project management tracking application.

In 2011, the LSOHC contracted with a vendor to design and develop a custom web-based software system that tracks requests proposed to and managed by the Council. The software tracks accomplishment plans through the approval, amendment, and reporting stages of a project. The system serves to manage the revisions and amendments of each project and accomplishment plan as a permanent record. The system also processes approval correspondence and makes data available to be exported in custom reports and to an existing Legacy site API¹. The system also tracks land parcels that are protected, enhanced, or restored for each accomplishment plan using a web-based Geographic Information System (GIS) application.

- 1 The Legacy API (Application Programming Interface) was created to allow a client to add and update projects on the Legacy website using information from independent database servers. Its purpose was to allow agencies to programmatically add and update project information rather than manually entering the information.*

In 2019-2020, LSOHC contracted with a vendor to update the web application to modernize the technology stack and migrate the application to be hosted on Amazon Web Services (AWS).

The website currently provides information on approximately 500 projects and 3700 parcels of land completed to date (reflects funding for approximately 13 years).

The vendor will be responsible for assisting LSOHC with managing hosting of the application on AWS, technical support, bug fixes, revisions, and enhancements.

Specific tasks include, but are not limited to:

- Routine maintenance of AWS infrastructure to support the web application
- Technology stack upgrades
- Troubleshooting and bug fixes
- Business analysis for definition of new enhancements
- Programming new enhancements as approved by staff
- Data extraction and reporting generation for specific inquiries
- Revisions to the web application based on staff and legislative needs
- Implementing changes to the system for compliance with State of MN Accessibility Standard which can be accessed at:
https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf

This work will be carried out beginning with the execution of the contract (anticipated date of July 1, 2021), and completing work by June 30, 2023. The contract may be extended until June 30, 2026 if agreeable in writing to all parties. Possible extension is subject to legislation, performance, client satisfaction, and available funding.

Upon receipt and evaluation of qualified proposals, the LSOHC will negotiate the specific terms of the contract with the selected consultant. The services are to be performed in accordance with the enclosed specifications and general conditions.

TECHNOLOGY STACK AND BROWSER REQUIREMENTS

The software requirements for this project follow other applications that have been developed for the LSOHC. LSOHC would require the successful vendor to follow these same requirements. The successful vendor shall not use any software code or a dependency that requires a commercial license or re-occurring maintenance fees. The requirements for development of the custom web-based software system include:

- Operating System – Ubuntu Linux Server
- Web Server - Apache
- Web Application Code – HTML, CSS, JavaScript (React/Redux/Material UI libraries) and Python with Django framework
- Database – PostgreSQL with PostGIS spatial extension
- GIS Web Mapping Software – Leaflet, and/or MapServer or other open source stack
- Reporting library – Python-docx

The custom web-based software solution should be supported and compatible on all modern web browsers. The web application will be available to internal staff and external partners. Application is not supported for mobile devices.

LICENSING AND RIGHTS TO SOFTWARE CODE

LSOHC requires that all source programming code developed for this custom web application be delivered as part of the deliverables. LSOHC shall retain all rights to modify and redistribute the source code as they determine. The vendor will be required to comply with this in the contract terms. LSOHC recognizes other open source software code will be used to develop the software system and each open source software licenses will prevail on the licensing of that software code.

CONTENTS OF PROPOSAL

The proposal must:

- a. Describe the consultant's past experience with the programming languages and libraries used in the custom application technology stack.

- b. Include a detailed listing of positions and the contractor's hourly rate for each position or type of work performed.
- c. Describe the consultant's availability to accept tasks and projects to provide intermittent consulting services to the LSOHC over the course of the contract.
- d. Identify experience modifying technology for compliance with the State of Minnesota Accessibility Standards available at:
https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf.
- e. The State of Minnesota requires all ICT to conform to the [State of Minnesota Digital Accessibility Standard](#), which comprises of Section 508 and WCAG 2.0. Your answers to the following questions attest to your ability to ensure that the State fulfills its legal and operational responsibilities.
 - 1. Describe how you ensure that your staff and contractors have the knowledge and skills to ensure that all materials are accessible within the scope of project you're being asked to respond to.
 - 2. Describe your approach to ensuring Accessibility for your solution (e.g. strategy, tools, design, testing, ongoing validation). Include if/how you incorporate Accessibility into your development process (e.g. requirements, design, development, testing, maintenance, bug prioritization).
 - 3. Provide links to websites or copies of documents or access to other examples of ICT work your organization has produced that meet accessibility standards. The materials must be relevant to the services and/or technical skills called for in this solicitation.
- f. Describe the vendor's staff that will be assigned to the project and their qualifications.
- g. Provide estimated costs for these contract elements:
 - 1. Costs to get up to speed with taking over the application maintenance and support.
 - 2. Costs for project management.
 - 3. Costs for any recommended technology stack changes or hosting changes.
- h. Address all other matters required by the specifications to be in the proposal.
- i. Provide a minimum of three professional references which the submitter has provided similar services in the space provided on the application form. The LSOHC may contact the references to verify the extent and quality of the services provided.
- j. The proposal may include additional services or enhancements that the contractor may deem necessary or desirable.

VIEWING OF THE SYSTEM

Interested parties may "view only" the on-line system by logging in at:

<https://lsohcprojectmgmt.leg.mn/#/>

Username: lsohc@lsohc.leg.mn

Password: lsohc2021

CONSIDERATION OF PROPOSALS

The LSOHC 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 LSOHC will not necessarily select the proposal that offers the lowest price; the LSOHC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LSOHC deems relevant. General terms and conditions specified in this Request for Proposals beginning on page 5 must be included in contract. Proposals/applications will be retained by the LSOHC and are not returnable. Because the website development will build upon the established website, existing contractors may be given preference.

QUESTIONS

Potential respondents may submit questions in writing to Sandy Smith at sandy.smith@lsohc.leg.mn no later than **Monday, June 14, 2021**. All questions and corresponding answers will be posted to the LSOHC website (www.lsohc.leg.mn) no later than **Monday, June 21, 2021**.

PROPOSALS DUE

Proposals must be received by the LSOHC by **12:00 (noon), Wednesday, June 30, 2021**. Electronic proposals are encouraged and may be e-mailed to the address below. Proposals are to be submitted to:

Sandy Smith
Legislative Coordinating Commission
Room 95 State Office Building
100 Rev. Dr. MLK Jr. Blvd
St. Paul, MN 55155
Phone: (651) 297-7141 (voicemail)
Sandy.smith@LSOHC.leg.mn

Late applications will not be accepted. All expenses incurred in responding to this request for proposals shall be borne by the responder.

BACKGROUND ON CURRENT SOFTWARE SPECIFICATIONS

I. User Interface Design

LSOHC's web-based application has a modern and easy to use user interface design. The interface is easy to navigate with tabs, wizard, or a menu system. The application is used by the general public to submit requests for funding, update accomplishment plans, and provide status updates. The application is also used by LSOHC staff and State agency personnel to manage and administer the LSOHC program. The user interface is intuitive and provides help tips for data entry. The user interface was developed with React, Redux and Material UI JavaScript libraries.

II. Authentication

The software system allows for managers to register and create an account. Users can change account information, reset their password, and view a dashboard of all requests, accomplishment plans, status updates, and parcel lists. The system handles three authentication roles which include an admin role, user with editor role, and user with view only role. The user only has permission to edit their own projects and applications based on the status of a project. The admin user role can create new users, conduct searches, create reports, and have access to edit all data.

III. Data Entry Forms

Data entry forms are programmed to allow for adding, editing, or deleting any piece of information needed to manage the information. The data entry forms use coded drop downs, check boxes, date pickers and other common form fields where appropriate to reduce the chance of data entry errors. The application uses calculated fields and displays them on the data entry form. The system currently tracks the transaction of edits made to each plan and project. The transactions should include an edit by and timestamp.

IV. Logical Checks / Quality Assurance / Email Triggers

The software system has logical checks and validation programmed into some of the data entry fields. The system also has an extensive workflow logic programmed based on status changes. Status changes can trigger forms to be locked, emails to be triggered, or new records to be created in the database.

V. Searching

Users are able to search for projects by a number of different fields. They include, but are not limited to, Appropriation ID, Title, Organization, Manager, Ecosystem section, Year, and Type. The software system includes a search box that returns a list of candidates that match the search criteria.

VI. Reporting

The software system currently generates a number of pre-programmed reports. These reports include the documents showing revisions, parcel lists, bi-annual program accomplishment plan status summary reports, and project listing by fiscal year for the public website. Some additional report programming will be necessary that will pull data from multiple accomplishment plans and projects database tables. The reports are exportable to Microsoft Word, CSV and PDF document and have the ability to group and sort by county, planning region and appropriation.

VII. Legacy Site API Imports

The software system currently exports the contents of a draft accomplishment plan into an existing Drupal database application used for Legislative Coordinating Commission (LCC) reporting.

VIII. GIS Interactive Mapping Applications

The LSOHC currently has an existing interactive mapping application (<https://lsohcprojectmgmt.leg.mn/map/>) that displays point and polygon locations of projects by type to the public. The interactive map was developed with the Leaflet API and directly pulls data from the PostGresql database for display on the map.

The purpose of this application is to display where Outdoor Heritage funds are being used.

ACCESSIBILITY COMPLIANCE

In 2019, the Minnesota Legislature enacted legislation requiring accessibility in the Legislature's information technology systems by October 1, 2024. In August 2021, a legislative staff workgroup will begin meeting to review the status of current systems and prepare a report to the Legislature. The selected vendor may be asked to provide information to the workgroup or any individual working on behalf of the group to assess the accessibility of the LSOHC system. Work assigned to the vendor may also be impacted by the decisions of the workgroup.

General Terms and Conditions

A. “LSOHC” means the Lessard-Sams Outdoor Heritage Council. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LSOHC is the Chair of the Legislative Coordinating Commission or the Director of the Legislative Coordinating Commission.

B. LSOHC 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 2020, section 13.591, 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 12, 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 resolicitation 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 resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

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

E. The LSOHC 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 acceptance of completion of tasks within the billing

period. 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 LSOHC'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 LSOHC 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 LSOHC upon request.

J. As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LSOHC 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 and cooperation with LSOHC in compliance with Minnesota Statutes chapter 3, specifically with the provisions of MS 3.225 and MS 3.226, in the execution and performance of this agreement.

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 LSOHC 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 LSOHC and must be remitted to the LSOHC 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 LSOHC.

M. The initial term of the contract is anticipated to begin on July 1, 2021, or upon the receipt of a fully executed agreement signed by all parties, whichever is later. The initial contract will expire on June 30, 2023, or upon completion of all work to the satisfaction of LSOHC, whichever is later. The LSOHC reserves the right to extend the contract with the selected vendor for no more than a total of 5 (five) years based on satisfactory performance of the vendor.

N. This contract may be terminated by the LSOHC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LSOHC determines that termination is in the interest of the LSOHC. The LSOHC 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.