



Request for Proposals

Provide laboratory analyses of water samples for the Minneapolis Park and Recreation Board's water quality monitoring program.

Due: Wednesday, August 21st, 2019

Background

MPRB staff monitors the water quality of 14 lakes in Minneapolis: Brownie, Calhoun, Cedar, Diamond, Grass, Harriet, Hiawatha, Isles, Loring, Nokomis, Powderhorn, Spring, and Wirth Lakes. In addition, weekly beach monitoring occurs at 12 beaches, as well as the Webber Natural Swimming Pool (NSP). Data collected is used to determine strategies for achieving management goals, to meet state requirements for water quality standards, and to provide beach health information for recreational swimmers.

MPRB staff also monitors stormwater runoff at select sites in Minneapolis as part of the National Pollutant Discharge Elimination System (NPDES) Stormwater program and Municipal Separated Storm Sewer System (MS4) permit administered by the Environmental Protection Agency and Minnesota Pollution Control Agency. This program regulates stormwater discharges and is designed to prevent stormwater runoff from washing harmful pollutants into local surface waters such as streams, rivers, or lakes. The NPDES MS4 permit has significant monitoring and reporting requirements.

Project goal and description

In order to meet monitoring requirements set forth in the NPDES MS4 permit, responsibilities as the steward of public waters in Minneapolis, and public health responsibilities as the provider of beach and natural swimming pool recreation opportunities, MPRB is requesting proposals from laboratories of suitable levels of expertise and certifications to perform laboratory analyses of the stormwater, creek, beach, natural swimming pool and lake water samples.

Project time line: 1/1/2020 – 12/31/2022

SCOPE OF SERVICES

Table 1 lists the parameters and services needed for the 2020-2022 sampling project, as well as the estimated number of samples per year. MPRB staff will collect the samples and deliver them to the lab if it is within 15 miles of the MPRB South Side Operations Center, 3800 Bryant Ave. S., Minneapolis, MN, 55409. For labs greater than the 15 miles from the MPRB South Side Operations Center, the delivery cost of samples is to be reflected in the vendor's bid price, whether by pick-up or shipment of samples.

Provide method documentation, SOPs and QA/QC information. MPRB's quality assurance project plan will be modified to reflect specific lab procedures to be used in 2020, 2021 and 2022. This modification to reflect specific lab procedures will be done following approval of the contract and prior to sampling.

- Final lab data reporting will be reported to MPRB in an electronic format (provided by MPRB) within four weeks of the sample submission.
- All quality assurance samples will be processed with each sampling period and results reported within three weeks.
- All Beach and Webber NSP bacteria data must be reported within 28-30 hours or in consultation with MPRB.

SELECTION TIMELINE AND REQUIREMENTS

Each bidder is to complete Table 1 with method number, reporting limit and cost for each parameter listed. Bidder will also indicate the dates/times when samples will be accepted for analysis.

Each bidder is to provide QA/QC information for each of the tests with its bid, specifically:

- precision data
- accuracy data
- reporting limits and method detection limits
- Minnesota State Department of Health Certification (where applicable)
- method number

Experience of Bidder

Bidders must submit references from similarly sized and scoped projects and personnel qualifications. Bidders may also submit information describing their background and experience.

Required Information

Subcontractors must be identified and for which service. Vendor must provide Federal Tax ID number, and the project manager's name and phone number on the bid form.

The Proposals will be analyzed by staff based on the following criteria:

- A. Cost of services
- B. Detection limits, reporting limits, methods
- C. QA/QC program including methods
- D. Results of pre-qualification test if undertaken
- E. Responsibility, capacity and reliability of laboratory
- F. Ability to enter into a Professional Services Agreement with MPRB
- G. Minnesota State Department of Health Certification of laboratory

- H. Ease of delivery of samples to laboratory and days/hours of acceptance of samples
- I. A laboratory that can complete all analyses and services requested
- J. Ability of laboratory to commit to a three-year contract
- K. Ability to report all Beach and Webber Natural Swimming Pool (NSP) bacteria data within 28-30 hours or in consultation with MPRB

A pre-qualification of bidders prior to final selection may be undertaken; labs may be required to complete a phosphorus and nitrogen performance evaluation. Samples prepared by MPRB, in vendor-supplied containers, will be analyzed in order to document minimum detection limits and accuracy and precision for performance evaluation. Failure to meet the detection limits and accuracy/precision requirements may disqualify a lab from consideration for the contract.

Consultants shall not call, e-mail, or otherwise contact employees or volunteers of the MPRB, during the course of consultant selection, aside from the formal question and answer period. Consultants may submit questions only during the scheduled time listed below.

Project Schedule

Questions can be submitted to Natalie Brown via email at nbrown@minneapolisparcs.org.

Deadline for project questions: August 14, 2019

RFP answers to questions (if necessary) will be posted on the MPRB website: August 16, 2019

Proposal Due Date: **NOON, August 21st, 2019**

Submit Proposal to: **Rachael Crabb, Water Quality Supervisor
Minneapolis Park & Recreation Board
3800 Bryant Ave S
Minneapolis, MN 55409
rcrabb@minneapolisparcs.org**

Submit **four printed copies** and **one electronic copy** in pdf format. Proposals will not be returned and will become public data upon selection.

Mark envelope with “*2020-2022 Water Chemistry Lab RFP*”

Proposals shall include:

- Completed Table 1
- QA/QC program including methods
- Resumes of key personnel
- Minnesota State Department of Health Certification
- Any other relevant experience with similar projects
- Three references

- Statement of acceptance of standard contract form and insurance requirements

MPRB reserves the right to reject all proposals.

GENERAL INFORMATION

Attachments to this RFP

Other resources available on line shortly after the transmittal of this RFP can be found at www.minneapolisparcs.org and click on “Projects Open For Bidding”:

- MPRB Standard Professional Services Agreement for Review
- Table 1 to be filled out and submitted as an attachment to the proposal

Professional Services Agreement

A copy of the MPRB standard Professional Service Agreement is attached. The chosen laboratory will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without MPRB Board approval. This contract will require Board approval.

Changes

The Minneapolis Park and Recreation Board (MPRB) may, from time to time, request changes in the Scope of Services to be performed by the Consultant. Such changes, including any increase or decrease in the amount of Consultant’s compensation, which are mutually agreed upon, shall be incorporated in written amendments to the Professional Services Agreement and *may* require Board approval, which takes several weeks.

Personnel

The Consultant will secure all personnel required to perform the services. Such personnel shall not be employees of nor have any contractual relationship with the MPRB.

Proposer’s Responsibility

It is not the MPRB’s responsibility or practice to acknowledge receipt of any proposal as a result of the Request for Proposals process. It is the Proposer’s responsibility to assure that a bid is received in a timely manner.

MPRB’s Rights

The MPRB reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposal on the basis of consideration other than lowest cost and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in the Request for Proposals, or the respondent’s reply. The MPRB also reserves the right to cancel the Consultant contract without penalty, if circumstances arise that prevent the MPRB from completing the project.

Proposal Contents

The contents of the proposal and any clarifications to the contents submitted by the Consultant shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for six (6) months after the proposal submission date.

Restricted Discussion

From the date of issuance of the RFP until the Project Manager takes final action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of the Board except as expressly requested by the Project Manager in writing and as stipulated in this RFP. Violation of this restriction will result in REJECTION of the Proposer's proposal.

Independent Parties

Except as expressly provided otherwise in the contract resulting from this RFP, if any, the Board and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

Performance Investigations

As part of its evaluation process, the Board may make investigations to determine the ability of the Proposer to perform under this RFP. The Board reserves the right to REJECT any proposal if the Proposer fails to satisfy the Board that it is properly qualified to carry out the obligations under this RFP.

Severability

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

Notices

All notices and other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address set forth on this RFP.

Interest of Members of the Board

The Proposer agrees that no member of the governing body, officer, employee or agent of the Board shall have any interest, financial or otherwise, direct or indirect, in the contract.

Employee Involvement / Covenant Against Contingent Fees

- A. **Employee Involvement:** Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of the Board who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. For purposes of this provision, immediate relationship means: a current spouse, a person who currently has any interest including but limited to an equity interest in the Proposer's business, and a person who is currently a party to a contract materially related to the work outlined in the RFP, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the Proposer materially related to the work outlined in the RFP. Contractual party interest, as outlined above, does not include an agreement with a former owner and/or employee of the Proposer that is incident to the completed buyout of ownership interest and/or the final separation of employment with Proposer.
- B. **Covenant Against Contingency Fees:** The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the Board to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, the Board shall, subject to Proposer's rights, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by the Board under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the Board under such contract, at law or in equity.
- C. Violation of either of the above sections by Proposer shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Proposer provided in the contract, or in law, or in equity.

Hold Harmless

The Proposer agrees to defend, indemnify and hold harmless the Board, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act of omission of the Proposer, its employees, agents or employees of subcontractors, in the performance of this contract of by reason of the failure of the Proposer to fully perform, in any respect, all of its obligations under this contract.

The Board agrees to defend and hold harmless insofar as the law allows the Proposer, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Board or its employees in the performance under this contract or by reason of the failure of the Board to fully perform its obligations under this contract.

Data Practices

The Proposer agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Proposer shall immediately report to the contract monitor any requests from third parties for information relating to this agreement. The Board agrees to promptly respond to inquiries from the Proposer concerning data requests. The Proposer agrees to hold the Board, its officers, department heads and employees harmless from any claims resulting from the Proposer's unlawful disclosure or use of data protected under state and federal laws.

Small & Underutilized Business Program (SUBP) Requirements

MPRB policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423 applies to any professional or technical service contract in excess of \$175,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. Consultant shall inform the Contract Manager to obtain authorization to subcontract any work. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnuccp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.