

HENNEPIN COUNTY

Resident and Real Estate Services

REQUEST FOR PROPOSAL

TAX FORFETED LAND PROPERTY ASSET MANAGEMENT SOFTWARE

Release Date: March 8, 2016

Proposal Due Date: 2:00 p.m., March 25, 2016

TABLE OF CONTENTS

- 1. Introduction**
 - 1.1 Introduction
- 2. Instruction to Proposers**
 - 2.1 General Rules
 - 2.2 Estimated Timeline and Extension of Time
 - 2.3 Proposal Submission
 - 2.4 Inquiries and Communication Restrictions
 - 2.5 Addenda
 - 2.6 County's Right to Withdraw, Cancel, Suspend or Modify RFP
 - 2.7 Proposer's Right to Withdraw or Modify RFP
 - 2.8 Proposals Will Not Be Returned
 - 2.9 Public Disclosure of Proposal Documents
 - 2.10 Proposer's Costs
 - 2.11 Collusion
 - 2.12 Conflict of Interest
- 3. Scope of Services (Attachment 1)**
- 4. Proposal Format and Content (Attachment 2)**
- 5. Evaluation and Selection**
 - 5.1 Proposal Evaluation and Recommendation for Selection
 - 5.2 Evaluation of Responsiveness
 - 5.3 Evaluation Panel and Evaluation Criteria
 - 5.4 Demonstrations/Presentations
 - 5.5 Execution of Contract
- 6. Attachments**
 - 6.1 Attachment 1 – Scope of Services
 - 6.2 Attachment 2 – Proposal Format and Contents
 - 6.3 Attachment 3 – Hennepin County Software Agreement (Template)
 - 6.4 Attachment 4 – Functional Requirements
 - 6.5 Attachment 5 – Technical Requirements
 - 6.6 Attachment 6 – Use Cases
 - 6.7 Attachment 7 – Report List
 - 6.8 Attachment 8 – Data Elements
 - 6.9 Attachment 9 – Price Proposal
 - 6.10 Attachment 10 – References

Request for Proposal

1. Introduction

The County of Hennepin, State of Minnesota (“County”) Property Tax Division of Resident and Real Estate Services Department is soliciting proposals for a Tax-Forfeited Land Property Asset Management Application, a centralized data solution to be used by department team members to accurately and effectively leverage information related to real tax-forfeited properties they manage on behalf of the state of Minnesota.

2. Instructions to Proposers

2.1 General Rules

This Request for Proposals (RFP) is an invitation for Proposers to submit a proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to negotiate and **NOT A BID**.

2.2 Estimated Timeline and Extension of Time

3/8/2016	Release of RFP
3/14/2016	Closing date for all questions, 2:00 p.m.
3/25/2016	Final date for receiving proposals, 2:00 p.m.
4/11-15/2016	Demonstrations/Presentations
4/29/2016	Recommendation and notification
6/3/2016	Effective start date of contract

These dates are subject to revision or cancellation by the County in its sole and absolute discretion.

2.3 Proposal Submission

Each Proposer must submit one (1) original and one (1) electronic copy of the proposal either via email. The County must receive proposals no later than 2:00 p.m. on Friday, March 25, 2016, at the following address:

TAX-FORFEITED LAND PROPERTY ASSET MANAGEMENT

Jennifer Nickolas
Senior Contract Services Analyst
Hennepin County Purchasing and Contract Services
300 6th Street South
A-1730 Government Center
Minneapolis MN 55487

jennifer.nickolas@hennepin.us

Failure to submit a proposal on time may be grounds for rejection of the proposal; however, the County reserves the right, in its sole and absolute discretion, to accept proposals after the time and date specified.

The County is not responsible for delays caused by the U.S. Postal Service or any other carrier or delivery service.

2.4 Inquiries and Communication Restrictions

Inquiries concerning this RFP should be submitted in writing via e-mail to following:

jennifer.nickolas@hennepin.us

Proposers may not have communications, verbal or otherwise, concerning this RFP with any personnel or boards from Hennepin County or relevant consultant(s), other than the person listed in this section. This restriction may be suspended or removed by the authority and direction of the persons listed above. If any Proposer attempts or completes any unauthorized communication, Hennepin County may, in its sole and absolute discretion, reject the Proposer's proposal.

2.5 Addenda

The County reserves the right to modify the RFP at any time prior to the proposal due date. If the RFP is modified, addenda to the RFP will be provided to all Proposers known to have received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

The County will modify the RFP only by formal written addenda. Proposer's proposal should be based on the specifications herein and any formal written addenda from the County, not oral or other interpretations or clarifications, including those occurring at pre-Proposal meetings, site visits, etc.

2.6 County's Right to Withdraw, Cancel, Suspend and/or Modify RFP boiler plate

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

2.7 Proposer's Right to Withdraw or Modify Proposal boiler plate

A proposal may be withdrawn on written request of the Proposer prior to the proposal due date. Prior to the proposal due date, changes may be made, provided the change is submitted in writing and signed by an officer or authorized representative of the Proposer. No modification, unless in writing, will be accepted.

2.8 Proposals Will Not Be Returned

Upon submission, proposals will not be returned.

2.9 Public Disclosure of Proposal Documents

Under Minnesota law, proposals are private and nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the Proposer becomes public. All other data in the proposal is private or nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a Proposer. At that time, all remaining data submitted by all Proposers is public with the exception of data exempted under Minn. Stat. Section 13.37 of the Minnesota Government Data Practices Act.

If the Proposer believes non-public data is included in its proposal, Proposer shall clearly identify the data and cite the Minnesota Government Data Practices Act exemption(s). However, the Proposer agrees, as a condition of submitting a proposal, the County will not be liable or accountable for any loss or damage which may result from a breach of confidentiality, as may be related to the proposal. Pricing, fees, and costs are public data.

The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

2.10 Proposer's Costs

The County shall not be responsible for any costs incurred by Proposer in connection with this RFP. Proposer shall bear all costs associated with proposal preparation, submission, and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

2.11 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion shall be considered. The County's determination shall be final.

2.12 Conflict of Interest

The Proposer affirms that, to the best of its knowledge, its proposal does not present a conflict of interest with any party or entity, which may be affected by the terms of a contract resulting from this RFP. The Proposer agrees that, should any conflict or potential conflict of interest become known, it will immediately notify the County of the conflict or potential conflict, and will advise the County whether it will or will not resign from the other engagement or representation. Further, the County may make reasonable efforts to avoid, mitigate, or neutralize an organizational conflict of interest by a Proposer in all competitive procurements. To avoid an organizational conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a contract award or canceling the contract if the conflict is discovered after a contract has been issued. To mitigate or neutralize an organizational conflict of interest by a Proposer, the County may use methods such as revising the scope of work to be conducted, allowing Proposers to propose the exclusion of task areas that create a conflict, or providing information to all Proposers to assure that all facts are known to all Proposers. The County may, at its sole and absolute discretion, waive any conflict of interest.

3. Scope of Services (Attachment 1)

The Scope of Services is included as Attachment 1 and is hereby incorporated by reference.

4. Proposal Format and Content (Attachment 2)

Proposers must follow the format and content requirements attached as Attachment 2 when submitting proposals.

Additionally, Proposers must provide a signed transmittal letter that includes all of the following information:

- a) A statement that confirms the proposal is in response to the **TAX-FORFEITED LAND PROPERTY ASSET MANAGEMENT RFP**;

- b) Proposer's legal name and any other name under which the Proposer does business; mailing address; name and title of individual who would sign the contract; name and title of the company contact person (if different); and for each key person: direct telephone number and e-mail address;
- c) A statement that Proposer is an authorized reseller or the manufacturer of the software product/service.
- d) A statement that the individual who signs the Transmittal Letter is authorized to commit the company;
- e) A statement that the proposal is effective for six (6) months from the proposal due date;
- f) A guarantee that prices quoted in the proposal were established without collusion with other Proposers and without effort to preclude Hennepin County from obtaining the best possible competitive price;
- g) Acknowledgement that the Proposer has read this RFP and subsequent addendum (if any);
- h) A statement confirming that the Proposer has reviewed and agreed to be bound by the County's Software and Service Agreement (Attachment 3); any anticipated exceptions to the standard contract clauses shall be clearly identified (in a separate document);
- i) A statement indicating whether or not the Proposer or any individual working on the contract has a possible conflict of interest; and
- j) A list of all anticipated subcontractors and joint venture partners.

5. Evaluation and Selection

5.1 Proposal Evaluation and Recommendation for Selection

The RFP does not commit the County to award a contract. Submission of a proposal as provided herein shall neither obligate nor entitle a Proposer to enter into a contract with the County. The County, reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any Proposer(s); 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer(s) or contractor(s) that did not submit a proposal; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel and/or amend by addenda this RFP, in part or entirely; and 6) to award multiple contracts to Proposers and/or contractors that did not submit a proposal.

Evaluation of proposals by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a Proposer.

5.2 Evaluation of Responsiveness

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offer is in compliance with the terms and conditions set forth in this RFP. Responses that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

5.3 Evaluation Panel and Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria. The evaluation panel will conduct a trade-off analysis between proposal price and all other evaluation criteria to determine which proposal is most advantageous to the county.

Evaluation criteria:

- quality and closeness of fit of the solution to the requirements as described in the proposal and at the demonstration (if requested);
- quality of the Proposer's proposal, including project plan and implementation schedule;
- quality of the Proposer's experience; and
- price.

Please note the order of the evaluation criteria does not imply priority or evaluation weight.

5.4 Demonstrations

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation process, the County may require the presence of a Proposer to demonstrate the software and/or answer specific questions regarding their proposal. Proposers should ensure that company representatives are available to conduct a demonstration between April 11 and April 15, 2016. A request for a demonstration will be communicated on or about April 5, 2016, and will include detailed instructions.

5.5 Execution of Contract

Before a contract becomes effective between the County and any Proposer, the contract award must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the contract then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

6. Attachments

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