

Request for Proposals



**City of Minneapolis
Information Technology (IT) Department**

Consulting Services for City Website Management Project
RFP 2017-19 Issue Date: Monday, March 20, 2017

Proposals Due: Tuesday, April 11, 2017 at 1:00pm CDT

March 20, 2017

To whom it may concern:

The City of Minneapolis (“City”) is soliciting proposals from qualified Consultants to provide project leadership and management from project inception through completion of the development of a new City website and replacement of the City’s web content management system. Please consider submitting a proposal for providing consulting services if your firm meets the qualifications and is available. Review the Request for Proposal (RFP) for details.

Proposals are due Tuesday, April 11, 2017 at 1:00 pm Central Time. Thank you for your consideration.

Sincerely,

Otto Doll
Chief Information Officer
Information Technology Department

Table of Contents

RFP General Information

I. Invitation3

II. RFP Questions and Answers.....3

III. Proposal Due Date and Location.....3

IV. Proposal Format.....3

V. Evaluation of Proposals/Consultant Demonstration4

VI. Schedule.....5

VII. Contract.....5

VIII. Equity and Inclusion5

IX. Department Contact/Requests for Clarification6

X. Rejection of Proposals6

XI. Addendum to the RFP6

Exhibit A - RFP Terms & Conditions.....7

Exhibit B – Scope of Services 15

Appendices (Under Separate Cover)

Appendix I – Notice of Interest Form

Appendix II – Consultant Questions for the City

**REQUEST FOR PROPOSAL
FOR
Consulting Services for City Website Management Project**

I. Invitation

The City of Minneapolis seeks to develop a new City website and replace its web content management system. The City is seeking consulting services to provide project leadership, management and business analyst services from project inception through completion. The consulting company awarded this project will have proven experience leading a website redesign and content management system replacement for an organization with similar size and complexity to the City of Minneapolis. The ultimate success will result in a new website design and functionality which includes the next generation of multichannel, responsive, and people-centric online experiences.

The City makes this Request for Proposal (RFP) in order to select a qualified Consulting firm (hereinafter referred to as the Consultant) for providing consulting services (hereinafter called the Project). The Project is generally described in Exhibit B – Scope of Services, contained within this RFP including responsibilities and relationships of the Consultant, City and other parties involved in this Project.

II. RFP Questions and Answers

To submit questions regarding this RFP, Appendix II must be completed and submitted in Microsoft Word to ITContractAdministrator@MinneapolisMN.gov by Monday, March 27, 2017 at noon CT.

Answers to all questions will be posted to the City’s website <http://www.minneapolismn.gov/finance/procurement/rfp>, as stated in Section VI – Schedule.

III. Proposal Due Date and Location

The Consultant shall submit an electronic copy of their proposal to: RFP.Responses@MinneapolisMN.gov and deliver ten (10) hard copies of the proposal to:

City of Minneapolis - Procurement
Request for Proposals for: Consulting Services for City Website Management Project
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made per Section VI – Schedule. Note: Late proposals may not be accepted.

IV. Proposal Format

The proposal will set forth full and accurate information as required by this RFP.

Proposals must be formatted as follows:

- Total page count should not exceed 20 pages; resumes and artifact examples may be included as

attachments in addition to the total page count.

- Font and font size should be no smaller than the following: Calibri 11, Times New Roman 11, Garamond 12
- Format for printing on 8 1/2" x 11" letter size paper.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
2. Scope of Services –Describe in detail how services will be provided. Include a detailed listing and description of tasks, responsibilities and deliverables.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
4. References - List three references from contracts similar in size and scope.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees – Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of resource; cost breakdown for each year of service.
7. Acceptance of the City's General Terms and Conditions - Exhibit A
8. Company financial information, including proof of financial responsibility.

V. Evaluation of Proposals/Consultant Demonstration

Proposals will be reviewed by an evaluation team made up of representatives of the City of Minneapolis based upon the following:

- Executive Summary
- How well the Scope of Services offered meets the City's objectives
- Qualifications and experience of staff (includes a review of references)
- Company References
- Acceptance of City's RFP Terms and Conditions - Exhibit A
- Quality, thoroughness, and clarity of proposal
- Ability to communicate findings, ideas, concepts, and policies through a combination of written and graphic mediums
- Organization and management approach and involvement for a successful project

- Small and Underutilized Business participation
- Minority and women owned business

Additional criteria may be used as part of the City’s evaluation without notification to the Consultant. The team will select a "short list" of qualified Consultants for final consideration, which may be requested to present an on-site demonstration of their proposed approach. This presentation will be considered part of the Consultant’s offering. Specifically, the City requests the presentation to be led by the Project Manager who will be assigned to the proposed Project and the actual members of the team (including any sub-Consultants) participate in the formal presentation. Prior to the on-site demonstrations, selected Consultants may be provided with an agenda. The evaluation team will schedule and arrange for the presentations.

The Demonstration of the “short listed” Consultants will consist of the following elements:

1. Discussion of the Consultant’s approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant’s experience as related to the Exhibit B - Scope of Services, including qualifications and experience of assigned staff.

On the basis of the evaluation criteria and demonstration, the City will determine which proposals are most advantageous for the awarding of a contract.

VI. Schedule

The following is a listing of key dates:

Issue RFP	Monday, March 20, 2017
Questions Due	Monday, March 27, 2017, Noon CT
Equity Notice of Interest Due	Monday, March 27, 2017, Noon CT
Addendum Posted for Answers to Questions	Monday, April 3, 2017
Addendum Posted for Equity Notice of Interest	Monday, April 3, 2017
Proposals Due	Tuesday, April 11, 2017, 1:00 pm CT
Proposal Review	Week of April 17, 2017
Estimated Contract Execution	June 2017

VII. Contract

The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal, will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of three (3) years.

VIII. Equity and Inclusion

The City is committed to minority and women owned business inclusion on City projects. In addition to the Small and Underutilized Business Program (Section 26 of the General Terms and

Conditions of this RFP), minority and women owned businesses that cannot satisfy all of the requirements of the RFP may submit Appendix I - Notice of Interest to partner with a Consultant.

The Notice of Interest must be submitted to the Contract Administrator, as specified in Section IX – Department Contact/Requests for Clarification by the deadline set forth in Section VI – Schedule of this RFP. The City will issue an addendum to the RFP per Section XI – Addendum to the RFP. This addendum will include all Notice of Interest(s) received. Consultants shall take action to subcontract a portion of services to interested minority and women owned businesses. Efforts to use or use of minority or women owned businesses will be part of the evaluation criteria.

IX. Department Contact/Requests for Clarification

The Consultant’s primary interface with the City will be with the Contract Administrator who will act as the City’s designated representative. Prospective consultants shall direct inquiries/questions **in writing only** to ITContractAdministrator@MinneapolisMN.gov. The Contract Administrator is the only individual who can be contacted regarding the RFP before proposals are submitted and cannot vary the terms of the RFP.

All questions are due per Section VI - Schedule. Responses to the questions will be posted per Section XI – Addendum to the RFP.

X. Rejection of Proposals

The City of Minneapolis reserves the right to reject any or all proposals on the basis of the submittals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. This RFP doesn’t commit the City to award any contract. The City of Minneapolis shall not be liable for any costs incurred by any firm responding to this RFP.

XI. Addendum to the RFP

If any addendum is issued for this RFP, it will be posted on the City of Minneapolis website at: <http://www.minneapolismn.gov/finance/procurement/rfp>. The City reserves the right to cancel or amend the RFP at any time.

Exhibit A - RFP Terms & Conditions

Revised: December 2015

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while

so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise

exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to

terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City’s 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 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled “Subcontracting” of the Terms and Conditions. Consultant shall take action to afford

MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

Exhibit B – Scope of Services

The City is seeking consulting services to provide project leadership, management and business analyst services from project inception through completion of the development of a new City website and replacement of the City’s web content management system.

Critical success factors include the facilitation of discovery sessions with all levels of staff and the public, the creation of RFPs to select a website design firm and a web content management system that align with the City’s needs and vision, management of the project from planning through implementation, and development and execution of project communication and organizational change plans. The ultimate success will result in an updated website design and functionality which includes the next generation of multichannel, responsive, people-centric online experiences.

The Scope of Services includes:

- 1) Planning, Research and Requirements Elicitation
 - a. In conjunction with the City, the Consultant will develop specifications for the Project, including timeframes.
 - b. Consultant will facilitate executive sessions to establish website principles, and development and alignment on a new web strategy.
 - c. Design facilitation strategies and methods for eliciting requirements, including the number and selection of target groups, to be determined in conjunction with the City.
 - d. Consultant will leverage human-centered design principles to facilitate discovery sessions with City leadership, subject matter experts, and the public to gather requirements for a new website.
 - e. Design a communication strategy.

- 2) Synthesis, Analysis, and Design
 - a. Integrate written information provided by the City as well as relevant information and ideas from discovery sessions, and apply to the Request for Proposal (RFP) development for new online user experience design and new web content management system.
 - b. Develop outcome-oriented business use cases that reinforce the value of – and compliance with – the City’s information governance principles and practices.
 - c. Develop personas and user journeys, and apply to a new information architecture.
 - d. Ensure requirements include those for individuals with disabilities, as described in the American’s with Disabilities Act, and conform to W3C WCAG 2.0 (Web Content Accessibility Guidelines).
 - e. Ensure requirements support W3C’s WAI-ARIA, the Web Accessibility Initiative’s Accessible Rich Internet Applications suite to make web content and web applications more accessible to people with disabilities.
 - f. Review department business plans to identify website impacts.
 - g. Facilitate the end-to-end RFP processes for new website design and web content management technologies.
 - h. Manage the Project through all phases, from project inception to completion (covering all phases of the system development life cycle).
 - i. Design an organizational change management strategy, which includes the involvement of business management.
 - j. Prepare key messaging for organizational change management to ensure business leaders and staff perceive that new processes and technologies will add value to their functions.

- 3) Rollout, Operationalization and Measurement
 - a. Oversee rollout of new processes and systems.
 - b. Build in knowledge transfer to ensure the City has the deliverables needed and that the staff acquires the knowledge, skills and techniques needed to support the new processes and technologies.
 - c. Establish performance metrics and metrics tracking procedures for the new solutions.
 - d. Mentor / coach the City's project team on organizational change management activities.

Deliverables:

The Consultant selected will provide the following written deliverables to the City. This list is not meant to be a complete list of all deliverables that may be required for successful project implementation:

- 1) Documentation of project plan
- 2) Detailed, up-to-date project plan throughout the Project
- 3) Documentation of all typical project artifacts, such as risk plan, issue log, weekly project status reports
- 4) Documentation outlining assessment strategies and methods
- 5) Written documentation of interviews and discovery sessions capturing content of each session
- 6) Written documentation of findings
- 7) Written recommendations for improvements
- 8) Requirements documentation
- 9) Written RFPs for a new website design and web content management system that meet requirements
- 10) Documentation identifying key Project decisions made and rationale
- 11) Documentation of roles and responsibilities for all aspects of the Project
- 12) Documentation of new web strategy
- 13) Documentation of new information architecture
- 14) Communication plan
- 15) Organizational change management plan, with key point in time messages