



Request for City Council Committee Action from the Information Technology Department

Date August 13, 2013
To: The Honorable Betsy Hodges, Chair, Ways and Means Committee
Subject: Execute contract with Pillsbury Winthrop Shaw Pittman LLP

Recommendation: Authorize proper City officials to execute a contract with Pillsbury Winthrop Shaw Pittman LLP for outsourcing advisory services with the following:
1) Term through March 31, 2016 and a not-to-exceed amount of \$1,155,000;
2) Customize indemnification terms;
3) Customize the conflict of interest terms;
4) Customize the insurance language.

Prepared by Robert Arko, Contract Administrator, 612-673-3984

Submitted by Otto Doll _____, 673-3633
Chief Information Officer

Approved by Paul Aasen _____
City Coordinator

Presenter in Committee Otto Doll

Policy Review Group X Not Applicable

Permanent Review Committee (PRC) X RFP Approved June 11, 2013

Prior Related Directives:

Financial Impact: \$500,000 in additional funding is being sought as part of the 2014 budget process. IT will seek \$130,000 in additional funding as part of the 2015 budget process.

<p>Financial Impact (Check those that apply)</p> <p><input type="checkbox"/> No financial impact (If checked, go directly to Background/Supporting Information)</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Capital Budget</p> <p><input checked="" type="checkbox"/> Action requires an appropriation increase to the Operating Budget</p> <p><input type="checkbox"/> Action provides increased revenue for appropriation increase</p> <p><input checked="" type="checkbox"/> Request provided to department's finance contact prior to the Committee Coordinator</p>

Background/Supporting Information

The City of Minneapolis entered into a five year, \$49 million managed services contract with Unisys Corporation on January 1, 2008. The contract value and technical provisions were based on the City's technology assets and operations capacity at that point in time. The City renegotiated the contract in 2010 to extend managed services to December 31, 2015. The contract is currently valued at \$88,024,319.07.

As part of IT's strategy to release a RFP for outsourced managed services in the future, IT released a RFP for executive level IT consulting services on June 21, 2013. This RFP sought an experienced vendor to aid IT with the following:

- Creation of a sourcing and vendor strategy
- Creation of the outsourced managed services RFP
- Selection of vendor(s) for outsourced managed services
- Contract negotiations
- Transition and transformation management activities
- Vendor management and governance principles and activities

As a result of this RFP, eight proposals were received. Based upon the proposals and follow-up discussions, an evaluation team ultimately selected Pillsbury Winthrop Shaw Pittman LLP as the best fit for IT's needs in the areas identified in the RFP.

At the time of the RFP's release, it was IT's expectation that the resulting contract for outsourcing advisory services would not exceed \$1,000,000, therefore IT did not seek Council approval to release the RFP.

Request for Approval

IT requests authorization for proper City officials to execute a contract with Pillsbury Winthrop Shaw Pittman LLP for outsourcing advisory services with the following:

- 1) Term through March 31, 2016 and a not-to-exceed amount of \$1,155,000.
- 2) In lieu of the City's normal hold harmless indemnification language, the parties agree that Pillsbury Winthrop Shaw Pittman LLP will provide all necessary information and details of the process used for contract award. The City will be obligated to defend itself against all suits.
- 3) Customize the conflict of interest terms to provide a blanket waiver for Pillsbury Winthrop Shaw Pittman LLP to represent clients before an administrative body of the City where such representations are unrelated to its representation of the City.
- 4) Customize the insurance language to reflect:
 - a. Professional Liability insurance with limits no less than \$2,000,000 limit per occurrence shall be maintained for the term of the contract only and not for an additional two years after completion of the work;
 - b. No Computer Security and Privacy Liability coverage.