

# Request for Proposals

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**City of Minneapolis  
Information Technology Department**

**Citation Issuance and Management System**  
RFP 2016-26 Issue Date: Monday, March 7, 2016

**Proposals Due by: Friday, April 8, 2016 at 1:00 pm**

March 7, 2016

To whom it may concern:

The City of Minneapolis (“City”) is soliciting proposals from qualified Consultants for the implementation of a Citation Issuance and Management System and supporting technology and services. These services are needed for the Citation Issuance and Management Project at the City of Minneapolis Regulatory Services Department. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Review the Request for Proposal (RFP) for details.

Proposals are due by Friday, April 8, 2016. The pre-proposal conference will be held at the dates specified in Section VII – Schedule.

Thank you for your consideration.

Sincerely,

Otto Doll  
Chief Information Officer  
Information Technology Department

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# **REQUEST FOR PROPOSAL FOR Citation Issuance and Management System**

## **I. Invitation**

The City of Minneapolis (“City”) is soliciting proposals from qualified companies for the replacement of the Citation Issuance and Management System. This system is currently being used by the City’s Regulatory Services Division Traffic Control Unit. Traffic Control has been using automated handheld ticketing devices since 1992 in a near real time environment. The 54 employees of Traffic Control oversee all on-street parking enforcement and traffic control services. Enforcement operations generate in excess of 200,000 citations per year; in high heat and humidity, in snowing sub-zero cold, from 7:00 am to midnight, seven days per week.

The City of Minneapolis is planning for a migration from its legacy combined Citation Issuance and Management system to a system that demonstrates comprehensive ease of use, situational speed, field durability, can be interfaced with other systems and preferably supported on common platforms. The City is looking to improve its prowess in the real time on-street parking operation by selecting a Consultant that can satisfy the requirements in Exhibit B – Scope of Services and, Appendix A - Requirements Matrix. As envisioned, the proposed strategies, methods, and tools will enhance the ability to issue, record, store, process and report on citations in an efficient, effective, timely manner. In addition, the City is looking for innovative solutions and ideas for current pain points as well as for future enhancements and integrations.

The City makes this Request for Proposal (“RFP”) in order to select a qualified Consultant for providing citation issuance and management software to address the needs of the Traffic Control unit of the Regulatory Services Division. The system 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. Pre-Proposal Conference**

Prior to submitting proposals, all interested Consultants are strongly encouraged to have a representative attend the optional pre-proposal conference to answer any questions related to Exhibit B – Scope of Services and the intent of the Request. The pre-proposal conference will be held at the dates specified in Section VII – Schedule.

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

## **III. Proposal Due Date and Location**

Consultant shall submit an electronic copy of the business proposal with attachments and a price proposal in two separate electronic files to: [RFP.Responses@MinneapolisMN.gov](mailto:RFP.Responses@MinneapolisMN.gov). Deliver ten (10) hard copies of the business proposal with attachments and one price proposal to:

City of Minneapolis - Procurement  
Request for Proposals for Citation Issuance and Management System  
330 2nd Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made per Section VII – 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 prepared on 8 1/2” x 11” letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable and recyclable printed materials for proposals prepared in connection with this solicitation.

To allow for easier comparison of proposals during evaluation, proposals should contain the following information in the order listed below.

##### Contact Information:

- Name of company and website address
- Company’s point of contact including contact information

##### Company Profile:

- General overview of the company’s history
- Management and structure of the company
- Percentage of dedicated full-time employees vs. independent contractors
- Depth of technical expertise
- Location of Company
- Experience in the government sector
- Experience integrating the proposed solution with various internal and external databases
- Research and Development efforts in Citation Issuance and Management systems

##### Executive Summary:

- A clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Services

##### Company References:

- Provide three (3) current references

##### Business Proposal:

- Submit your Business Proposal

##### Pricing Proposal:

- Submit your Pricing Proposal

##### City’s General Terms and Conditions

- Acceptance of City’s RFP Terms and Conditions (Exhibit A)
- Completed Proposal Form for Appendix I

## V. Consultant Demonstration

Selected Consultants will be invited to present an on-site demonstration of the proposed solutions. 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. Furthermore, the City requests the actual members of the project team (including any sub-Consultants) participate in the formal presentation. Prior to the on-site demonstrations, selected Consultants will be provided with an agenda. Presentations will be evaluated on how well they correspond to the agenda. The Evaluation Panel will schedule and arrange for the presentations.

The Presentation/Interview of the "short listed" Consultant's 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 and Requirements Matrix described herein.
2. Overview of the Consultant's experience as related to the Scope of Services, including qualifications and experience of assigned staff.

## VI. Evaluation of Proposals – Selection of Consultant

Proposals will be reviewed by an evaluation team made up of representatives of the City of Minneapolis. The team will select a "short list" of qualified Consultants for final consideration, who will be formally interviewed, as deemed necessary by the City. Proposals will be evaluated on:

- Company Profile
- Executive Summary
- Company References
- Business Proposal
- Pricing Proposal
- Acceptance of City's RFP Terms and Conditions (Exhibit A)
- Acceptance of Appendix II
- Response to Appendix I

## VII. Schedule

The following is a listing of key Proposal and Project milestones:

|                                  |  |
|----------------------------------|--|
| Issue RFP                        | Monday, March 7, 2016  |
| Pre-Proposal Conference          | Tuesday, March 15, 2016 – 1 pm CT<br>350 S. 4 <sup>th</sup> St. City Hall – Room 319<br>Minneapolis, Minnesota |
| Questions on RFP Due             | Friday, March 25, 2016 Noon  |
| Equity Notice of Interest Due    | Friday, March 25, 2016 Noon  |
| Answers Posted                   | Monday, April 4, 2016  |
| Equity Notice of Interest Posted | Monday, April 4, 2016  |
| Proposals Due                    | Friday, April 8, 2016 - 1 pm CT  |
| Proposal Review                  | April 11 – 22, 2016  |
| Demos                            | Week of May 2, 2016  |

## **VIII. 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 with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional one-year terms or one additional two-year term.

## **IX. 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 28 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 a Notice of Interest to partner with a Consultant. The Notice of Interest shall be a short description (one page or less). Insert a one page document of how the business can provide a portion of the services in partnership with a Consultant.

The Notice of Interest must be submitted to the Contract Administrator, as specified in Section X – Department Contact/Requests for Clarification by the deadline set forth in Section VII – Schedule of this RFP. The City will issue an addendum to the RFP per Section XII – 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.

## **X. 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](mailto:ITContractAdministrator@MinneapolisMN.gov)

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

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.

## **XI. 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.

## **XII. 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

### General Conditions for Request for Proposals (RFP)

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.

#### 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](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](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. Audit Requirements for Cloud-Based Storage of City Data**

If the Consultant’s services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were “private data” as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City’s Contract Manager, upon the Consultant’s receipt of the audit results.

## **27. 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 “Subcontracting” in 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://mnuccp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **28. Click Wrap**

The terms and conditions of any contract resulting from the RFP take precedence over any conflicting Consultant license terms and conditions including those found in Consultant’s or a Third Party’s Software Click Wrap license, whether presented in writing or electronically; whether presented prior to or subsequent to executing this Contract. City and its users shall not be bound by the terms of a Click Wrap license encountered during installation or at any time thereafter, even if City users click ‘Accept’ in order to continue using the software.

## **29. Software Audit Rights**

In lieu of any audit provisions in the license agreement and no more than once annually, Consultant may require City to perform an internal audit and City will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Consultant shall not impose any fees upon City for this internal audit to be performed. Should City’s internal audit reveal that it is out of license compliance, City shall have the right to either, a) de-install the offending software without penalty or fee from Consultant or its third parties, or b) pay to Consultant the fees owed, based upon the rates established in this agreement, to obtain license compliance. No additional fees or penalties shall be applied, either retroactively or otherwise.

## **30. Warranty**

The Consultant warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this Contract.

CONSULTANT WARRANTS FOR ONE (1) YEAR FROM THE DATE ON WHICH THE SOFTWARE SPECIFIED IN A DELIVERY ORDER DOCUMENT IS FIRST USED IN PRODUCTION BY CITY THAT THE SOFTWARE WILL PERFORM IN ALL MATERIAL RESPECTS THE FUNCTIONS DESCRIBED IN THE DOCUMENTATION WHEN OPERATED IN ACCORDANCE WITH (a) THE DOCUMENTATION ON A SUPPORTED PLATFORM [OR] (b) IN THE CITY REQUIREMENTS SPECIFIED IN THE CITY SOLICITATION.

## **31. Transfer Rights**

The City shall have the right, without the prior written consent of the software’s publisher or its authorized resellers, to assign, reassign, or transfer software licenses or City’s rights in the software to an “Affiliate” of City, to include any governmental organization that is managed, operated or controlled by the City.

### **32. Third Party Software**

Consultant has obtained all necessary licenses for City to use any Third Party Materials (including without limitation, all Open Source licenses) provided with Consultant's Software and Managed Services. Consultant complies with and shall continue to comply with all third party licenses (including, without limitation, all Open Source licenses) associated with any Third Party Materials provided with Consultant's Software and Managed Services. To the extent any Third Party Materials are provided with Consultant's Software and Managed Services, City's use of such Consultant's Software and Managed Services as provided by Consultant and in accordance with this Contract or any additional agreements issued hereunder will not be in conflict with any third party license requirements and will satisfy all conditions on use, modification or distribution of any such Third Party Materials without the need for any additional, unanticipated action or license fees on City's part. City does not and will not need to procure any rights or licenses to any patents or other third-party intellectual property rights to use as intended in this Contract or any additional agreements issued hereunder Consultant's Software and Managed Services delivered by Consultant.

### **33. Access to Source Code**

At the City's discretion, Consultant and City shall enter into a separate source code escrow agreement.

### **34. Multiple Instances of Licenses under one License**

City shall only pay for licenses in a production environment. Licenses for all other environments shall be included in fees paid for the production environment.

### **35. Vendor Access to City Data**

City grants Consultant the non-exclusive, non-transferable, license to copy, store, record, transmit, maintain, display, view, print or otherwise use City Data solely to the extent necessary to provide the Service to City. City agrees that the license to City Data shall survive termination of the Service for a period of one (1) year solely for the purpose of storing backup City Data at an offsite storage facility. City expressly prohibits the use of Client Data except as expressly provided herein. Any employee of Consultant, its subcontractors and its third parties that have physical or logical access to criminal justice data contained within the City Data must be a U.S. citizen, permanent resident and/or have been living in the United States for at least five (5) years and shall undergo a background check conducted by the City. The City shall be informed in writing 90 days prior to any proposed change of location of the services performed. The City shall have the right to approve or deny said change of location.

### **36. City Data Ownership and Access**

The City owns all "City Data". City Data shall mean any data, information, or other materials of any nature whatsoever, provided to Consultant by City in the course of implementing and/or using the Service. The City shall have unconditional access to City's data.

### **37. Site to Site VPN**

Should Consultant be provided site-to-site virtual private network (“VPN”) access to perform the services stated in this Contract, Consultant agrees to protect City’s network, systems and data accessible through the site-to-site VPN. This includes but is not limited to, the following:

Ensuring that all devices used to access City’s network, systems and data are fully patched and running professional-grade anti-virus, anti-malware protection that receives daily signature updates.

Ensuring that only Consultant’s authorized employees are provided access to City’s systems, and such access shall be only for those purposes authorized by City.

City shall be notified within twenty-four (24) hours when a Consultant’s employee no longer needs access, and immediately if the Consultant’s employee is involuntarily terminated.

City shall be notified immediately upon discovery that Consultant’s authorized employees have been unintentionally granted access to City systems or data other than what is necessary to perform the services in this Contract.

Notifying City’s IT Service Desk immediately upon learning of an actual or suspected security breach within Consultant’s environment that may impact City’s network, systems and data.

Responding within two (2) hours upon notification of a suspected security incident generating from Consultant’s site or from the equipment supported by Consultant on City’s site.

City reserves the right to disable the VPN tunnel at any time to ensure the security of City data and network operations.

Should Consultant be provided a City issued laptop or similar device that allows virtual private network (“VPN”) access to perform the services stated in this Contract, Consultant agrees to the following:

Only authorized employees of the Consultant shall use the device to access City systems. Such access shall be only for those purposes authorized by City.

Each authorized employee of Consultant shall have an individual named account and access credentials and will not be shared with anyone other than the authorized employee.

City shall be notified within twenty-four (24) hours when Consultant’s authorized employee no longer needs access or immediately if Consultant’s authorized employee is involuntarily terminated.

City shall be notified immediately upon discovery that Consultant’s authorized employees have been unintentionally granted access to City systems or data other than what is necessary to provide the services in this Contract.

Consultant’s use of the City issued devices and any resulting access to City’s network shall be used in compliance with City’s policies, procedures, standards and guidelines, including but not limited to, City’s Electronic Communications Policy and Minneapolis IT Network Security Standards.

Consultant’s authorized employees shall not interfere with standard security protections applied to the device by City, including but not limited to, anti-malware, personal firewall, disk encryption, or adding additional user profiles to the device.

No software except that which is expressly authorized by City shall be installed on the device.

Any sign of malware infection or other security breach on the device is reported immediately to City's IT Service Desk.

No private or confidential data as defined by the Minnesota Government Data Practices Act (MGDPA) and/or other applicable legal or regulatory requirements shall be stored on the assigned device.

No nonpublic data (as defined by the MGDPA) accessed on the City's network will be copied from City's network to portable storage (e.g. USB) and/or disclosed to any unauthorized employees of Consultant or third party.

Lost or stolen devices shall be reported immediately to City's IT Service Desk.

Devices shall be returned to City within five (5) business days after completion of the services or expiration of the contract, whichever comes first.

### **38. On Premise**

If the solution being proposed by the Consultant is on premise, the following terms and conditions apply. All conditions in Section 29 above apply in addition to Software Termination Rights. City shall have the right to continue use of any products and documentation that were purchased prior to the transfer or termination of the Agreement. Consultant may not terminate this Contract for non-payment.

### **39. Cloud Based**

If the solution being proposed by the Consultant is Cloud Based, all conditions in Section I above apply, in addition to the following terms and conditions:

#### **A. Data Locations**

All City Data and backup City Data shall be located in the continental United States. Consultant shall obtain permission from City prior to any change in the location of the City Data.

#### **B. Back ups**

All environments should be backed up on a daily basis.

#### **C. Cloud Data Storage Audit Requirements**

If Cloud data storage is utilized as part of the solution, the Contractor agrees to maintain full security of their data system. The Contractor must agree to supply the City with a copy of the Federal standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or International Standard on Assurance Engagements (ISAE) No. 3402. These third party audits will be required annually, and the City will request a copy to be supplied to the Contract Manager as soon as they are released.

## Exhibit B – Scope of Services

### 1. Scope of Services

The City of Minneapolis seeks to acquire and deploy strategies, methods, and sets of tools to manage solutions for the issuance, recording, storing, processing, and reporting of citations for on-street parking.

The City manages the issuance of citations for all on-street paid and unpaid parking; commercial and residential restricted zones, thoroughfare obstructions, and general non-moving and license violations. The City's pay stations are manufactured by Cale. The single spaced meters are manufactured by IPS and POM. On-street parking enforcement is the primary job duty of the Code Compliance Specialist (CCS) (Ticketing Agent). Duties that fall outside this scope are very limited and include such activities as off street enforcement for disability certificates. The City is looking to improve its capability of managing the on-street operations in real time. The City allows pay-by-phone for all paid on-street parking. Traffic Control desires to improve its recognition of the various real time payments systems. As envisioned, the proposed strategies, methods, and tools will enhance the ability to issue, record, store, and process citations in an efficient, effective, timely manner.

There is no preference for a hosted versus non-hosted solution. The State of Minnesota 4<sup>th</sup> Judicial District is to remain the processor of all judicial citations.

For the purposes of this bid offering, the following terms are defined below:

|                      |  |
|----------------------|--|
| Ticket Issuance:     | The process of determining, issuing and printing a ticket. Each ticket is assigned a unique identifier. Non-modifiable photos, notes and other data related to the citation are stored with the citation record. See Appendix I for hardware requirements.   |
| Citation Management: | System(s) that support the information that is used to determine and populate the Ticket Issuance process. Components of the process include providing data to the Code Compliance Specialist to determine code violations, static data available to populate citation, management of control numbers, ability to record, store, and process for export, and ability to report on statuses as well as derive analytical reporting from stored and processed citations. |

The City expects the proposed Consultant to understand these terms and address how their solution will satisfy the City's vision of Ticket Issuance and Citation Management described above and throughout this RFP.

Traffic Control operates under two distinct citation processes:

- 1) Judicial Citations: Judicial Citations are mainly focused in the areas of Parking Space enforcement (both metered and unmetered). This citation process involves the submission of citation related data to the State of Minnesota (via Hennepin County) for determination and collection of fines. It also includes warning tickets and tow slips. Placing flyers on windshields to inform drivers of a newly designated critical parking area is an example of a warning ticket. Warnings tickets are not sent through the Court's adjudication process.

- 2) Administrative Citations: Administrative Citations are for violations beyond the standard metered and unmetered parking violations, such as violating obstruction permit by not having a permit, or dumping snow on the street during snow emergencies to name just a few.

The priority for this RFP is Judicial Citations. However, because expanding the use of Administrative Citation is a long-term goal for Regulatory Services, it is important that any proposal offered by the Consultant is flexible enough to include additional capacity for future integrations.

In the proposal, Consultants may propose additional tasks or activities if they improve the project and contribute to the goals. Specific requirements are located in Appendix I.

The Consultant's software must be capable of issuing, recording, storing, processing and reporting on citations. Processing and reporting on citations is a current Pain Point for the City. The City desires an automated means of determining the status of a citation after it has been interfaced to the court system (paid, unpaid, thrown out etc.). Currently, if a citation is not resolved within 45 days, the City may not hear back from the court as to the resolution of the citation, making it difficult to report on citation outcomes. Following a citation through to its conclusion is the desired outcome. This may or may not be possible based on circumstances outside the control of Regulatory Services Traffic Control Unit.

The City is interested in any canned reports that are included with the software package. In addition ad-hoc reporting capability or the ability to customize reports is desired. See Appendix I - Requirements Matrix, Section 10.

Along with the software package(s), scheduling, and coordination of installation, configuration, and implementation of system components are essential. The solution must be implemented consistent with the City of Minneapolis IT standards, Traffic Control's business needs and processes in mind, and must accommodate receipting and exchanging with multiple 3<sup>rd</sup> party sources. See Appendix III – Integrations.

On-site needs analysis performed by the Consultant to determine how configuration and implementation will occur is required and should be included in any proposal. City technical infrastructure resources will be involved to facilitate configuration and implementation of selected toolset. Designated application support personnel will be involved to facilitate configuration and administration. Systems configuration will be necessary to guarantee that the solution fits with the City's current processes and procedures now and going forward.

The City expects a combination of on-site training and remote options. Considerations of how quickly and easily the proposed system can be adopted by personnel should be part of the responses to this bid. The system should be intuitive for users familiar with Microsoft based systems and ticket issuance systems. The Consultant should offer user group training, conferences, train-the-trainer approaches as means of exposure to current and new technologies and provide documentation specific to the City's installation and configuration.

Maintenance and support of the system will be another important factor as well as the timeline, ease of use, and follow-through on maintenance and support needs requests. The supplier should be able to continue maintenance, support, and updates to the system(s) after its purchase. Functionality that integrates the acquisition of digital images, video, and audio should be part of this proposal.

The City is open to all solutions. If the Consultant provides multiple solutions, the City would like to receive separate solution price proposals.

## **2. Current Computing Environment**

The City of Minneapolis has an established technology architecture that describes standard services and operating requirements for end-user computing (desktop) data center environments and network communications.

The City also has established standards for system configuration, administrative access control and change-management procedures that will guide system design and implementation and affect operational support services provided by the selected Consultant.

To align with the City's strategic technology management objectives, Consultant systems hosted in the City's environment are expected to operate acceptably within these standards.

To be considered a complete response to this section of the RFP, Consultants must indicate that their systems can operate within standards and/or meet these requirements (where applicable), or describe in detail any recommended or required variations to optimize performance of their installed products.

Where City of Minneapolis technology architecture roadmap information is provided, Consultant responses should include information about how their product roadmap will align. Each Consultant should complete attached Appendix II to indicate whether their solution will align with the City of Minneapolis' technological architecture.

## **3. Service Levels**

Consultant agrees to provide service levels for its solution:

- Response time for providing electronic responses for software malfunctions.
- Response time for providing live responses to software malfunctions.
- Severity levels to be established.
  - Level 1 (high), significant impact on system use.
  - Level 2 (moderate), causes some user issues, but most processes are functional.
  - Level 3 (low), does not have significant impact on users.
- Contract to include clause for negligence of support and associated penalties.
- Support hierarchies cannot materially change, thereby providing a lower level of support.
- Hours of support to be established.
- Modes (telephone, email, tickets, instant messaging) of support to be established.

## **4. Disaster Recovery**

If the Consultant's proposed solution is cloud based, a detailed outline of the Consultant's disaster recovery (DR) plan must be provided. As part of the DR plan, the following should be addressed.

- The Consultant should describe what they can support as a recovery point objective (RPO).
- The Consultant should describe what they can support as a recovery time objective (RTO).

## **Exhibit C - Criteria Experience**

The City of Minneapolis will review the proposals submitted by all Consultants. On the basis of the evaluation criteria, the City of Minneapolis will determine which proposals are most advantageous for the awarding of the contracts.

Please note the City of Minneapolis may use sources of information, not supplied by the Consultant, concerning the abilities to perform this work. Additional criteria may be used as part of the City's evaluation without notification to the Consultant.

- A. Quality, thoroughness, and clarity of proposal
- B. Qualifications and experience of staff
- C. Ability to communicate findings, ideas, concepts, and policies through a combination of written and graphic mediums
- D. Organization and management approach and involvement for a successful project
- E. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP
- F. Small & Underutilized Business participation
- G. Minority and women owned business inclusion in solution
- H. Cost of services proposed
- I. Insurance coverage as defined for the services