

# Request for Proposals

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**Office of the City Attorney**

**Online Legal Research  
For**

**2017 - 2021**

RFP 2016-127 Issue Date: September 26, 2016

**Proposals Due by: Monday, October 31, 2016 at 4:00pm**



**Office of the City Attorney**

**Susan L. Segal  
City Attorney**

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September 26, 2016

To whom it may concern:

Attached is a Request for Proposals for Online Legal Research. The Minneapolis City Attorney's Office has an on-going requirement for online legal research services. The City desires to select a provider for these services that will be able to perform them reliably and at a reasonable cost to the City. Please review the RFP for details.

Proposals are due by 4:00 PM (Minneapolis time) on October 31, 2016.

Thank you for your consideration.

Sincerely,

Susan Segal  
City Attorney's Office

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# **REQUEST FOR PROPOSALS FOR ONLINE LEGAL RESEARCH**

## **I. INTRODUCTION:**

The City of Minneapolis is a city of the first class, existing and organized by its Home Rule Charter. Under that Charter, legal services are provided to the City by its City Attorney's Office. The Office consists of its City Attorney, a Civil and Criminal Deputy City Attorney, a Criminal Division with 31 Assistant City Attorneys and a Civil Division with 28 Assistant City Attorneys. The attorneys are supported by 50 staff. Most of the attorneys and staff are located at City Hall, 350 South Fifth Street in Minneapolis. The office also has staff located at the Community Planning and Economic Development office, 105 Fifth Avenue South; and Police Precincts.

The City Attorney's Office has an on-going requirement for online legal research and investigative services. The City desires to select a provider for these services that will be able to perform them reliably and at a reasonable cost to the City. The City desires a five-year contract and may be extended for an additional five years at the discretion of the City, anticipating a contract commencing in 2017. While it is the intent of the City to award all online legal research services to one provider; the City reserves the right to select other providers if it appears after a review of the proposals it is in the City's best interest to do so.

## **II. SCOPE OF WORK:**

Please provide a description of the online legal research services and databases that are provided by your firm. In particular, provide details regarding access to American Law Reports (ALRs) and your firm's capability to retrieve public record data. Include cost estimates in different formats such as charges for time, flat monthly fees for access to a group of databases, etc. Although the City will consider rates for time spent accessing various databases, the successful proposal will likely be one that proposes a flat monthly fee for unlimited access to a particular group of databases.

Please provide all relevant information including printing and downloading capabilities, intuitive search engines, and other information you consider relevant to the service you provide.

If you provide the following capabilities, please also provide cost estimates for:

1. Online investigation software (to include investigations of web and social media profiles and address locating) and
2. Deposition management software to assist with transcripts and managing evidence

Additionally, please indicate your willingness to train City staff to efficiently access your services and the rates for such training.

## **III. GENERAL INSTRUCTIONS-PROPOSAL CONTENT:**

1. **LENGTH OF THE CONTRACT** - In general, the services to be performed are for the period January 1, 2017 – December 31, 2021 and may be extended for an additional five years at the discretion of the City.

- 2. PROPOSAL SUBMITTAL-** To allow for easier comparison of proposals during evaluation, the proposal format and submittals must be as follows:
- a) General Overview of the Individual’s or Firm’s History and Experience
  - b) If a firm, detail the firm’s size and a complete description of the online legal research services available from the firm.
  - c) Outline the individual’s or firm’s particular area(s) of expertise as it (they) relate to Section II of this RFP “Scope of Work”
  - d) Include a statement indicating the individual’s or firm’s ability to provide the services at issue;
  - e) Indicate the individual’s or firm’s capability to provide detailed billing statements; and
  - f) Indicate the individual’s or firm’s willingness to estimate the costs of the services.
  - g) References - List of clients for whom the Proposer has performed similar services.
  - h) **Compliance with General Requirements** - Acknowledge the General Conditions and Requirements for Proposers, which is part of this RFP. The City generally expects that service providers with the City will meet these requirements if they are applicable to the services provided to the City. Note in the proposal any exceptions to the requirements.
  - i) **Liability Coverage** - Provide a response documenting compliance with required insurance coverage.

**IV. SCHEDULE AND PROPOSAL MILESTONES:**

The following is a listing of key proposal and project milestones:

RFP Release	September 26, 2016
Questions on RFP due by	October 7, 2016
Responses to Questions posted by	October 12, 2016
Proposals due by	4:00 PM on October 31, 2016
Estimated selection	November 14, 2016
Estimated services start date	January 1, 2017
Estimated services end date	December 31, 2021

Please refer to Section V for City contact information applicable to this Schedule.

**V. PROPOSAL SUBMISSION AND DUE DATE:**

The Consultant shall submit their proposals to the City of Minneapolis Procurement Office via email ([RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov)), with the subject line labeled:

Request for Proposals for Online Legal Research

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), October 31, 2016.**

**NOTE: Late Proposals will not be accepted.**

**VI. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:**

Prospective responders may direct questions in email only to:

Erik Nilsson  
Deputy City Attorney – Civil Division  
Room 210 City Hall  
350 South Fifth Street  
Minneapolis, MN 55415  
Email: [Erik.Nilsson@minneapolismn.gov](mailto:Erik.Nilsson@minneapolismn.gov)

All questions are due no later than October 7, 2016. Questions will be answered in writing by being posted electronically by October 12, 2016 and will be provided to all proposers who were originally provided this RFP or who have requested a copy of the answers. The department contact person is the only individual who can be contacted about the RFP by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

**VII. METHOD OF SELECTION:**

This RFP, which is a general request for information as opposed to a specific request for a specific assignment, should not be in any way construed as a call for bids. Any response to this RFP shall constitute an offer to negotiate and is NOT A BID.

Although a proposer may be offered and enter into a contract with the City, the City does not represent that the individual or firm will be assured of any assignments to perform work or services.

The firm(s) chosen for the award of contract shall be based upon the best interests of the City.

Successful service provider(s) will be selected by the City Attorney after review of the proposals by an in-house committee. The committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs:

- a. The proposed cost of the services. The proposed cost of the services is very important but is not necessarily the controlling factor in choosing the successful proposer.
- b. The proposer's expertise and record of past performance.
- c. The extent to which the proposal is complete and responsive to the RFP specifications.
- d. Organization and management approach.
- e. Insurance coverage as defined for the services.
- f. Other relevant criteria as may be developed by the City Attorney or the review committee.

**VIII. REJECTION OF PROPOSALS:** The City reserves the right to reject all proposals. The City also reserves the right to reject any firm or individual based upon its proposal.

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

# **ATTACHMENT A**

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

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 cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

### **2. Equal Opportunity and Non-Discrimination Laws**

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, sub-contractors 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 the 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 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, Insurance Declaration. 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 sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors 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.
- 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 sub-contractors and 2) the negligence or failure to render a professional service by the Consultant or its sub-contractors. 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.

**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 subcontractors and sub-consultant 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 Item 13, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

**5. 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.

**6. 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 sub-contractors for sub-contractor’s undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

**7. General Compliance**

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this 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 substandard 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 sub-contractors 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 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 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 subcontractors 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.

### **14. Inspection of Records**

Pursuant to Minnesota Statutes Section 16C.05, all Consultant records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written 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](#)", 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 sub-contractors 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**

If this Contract was awarded by RFP and 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 of Minneapolis [Consultant Travel Reimbursement Conditions](#).

## **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' 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 the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the 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 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 consultations 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 term 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. 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.

## **25. 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, apply 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 specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator 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://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **26. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and sub-contractor 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 sub-contractor’s responsibility to review and understand the requirements and applicability of this ordinance.

## **27. Audit Requirements for Cloud-Based Data 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.