

**REQUEST FOR PROPOSALS**

**CONTENT MANAGEMENT SYSTEM UPGRADE AND WEBSITE SUPPORT  
LEGISLATIVE COORDINATING COMMISSION  
MINNESOTA STATE LEGISLATURE**

The Legislative Coordinating Commission (LCC) is seeking proposals from vendors that specialize in Drupal website migration, development and support to implement a Drupal 8 upgrade.

## **BACKGROUND**

In 2009 the LCC was tasked with developing a website that displays how funds from the Clean Water, Land and Legacy Amendment (“Legacy”) and the Environment and Natural Resources Trust Fund (“Trust Fund”) are being utilized throughout Minnesota. The requirement for the LCC to develop the website can be found in Minnesota Statutes 2016, section 3.303, Subdivision 10: <https://www.revisor.mn.gov/statutes/?id=3.303>.

The LCC contracted with a vendor to develop the website. The website was built and is currently hosted on a Drupal 6 platform. The website is available at: [www.legacy.leg.mn](http://www.legacy.leg.mn)

State agencies receiving Legacy and Trust Fund appropriations provide the project data that is displayed on the website through a web-based data entry form or by utilizing an Application Programming Interface (API). The website currently provides information on approximately 17,000 funded projects.

The website is currently hosted in house on a Red Hat Linux server; however, the website will be moved to a Drupal hosting service with the upgrade to Drupal 8.

## **PROJECT OVERVIEW**

The main focus of this project will be upgrading the website’s Content Management System to Drupal 8. It is anticipated that some design enhancements will be made to the website during the upgrade and that various database and web-programming tasks will be assigned to the consultant throughout the period of the contract.

Specific tasks include, but are not limited to:

- Drupal 8 installation.
- Migration of content from Drupal 6 to Drupal 8.
- Migration of content from Red Hat Linux server to a Drupal hosting service.
- Ongoing website maintenance and support.
- General website and database upgrades.
- Application Programming Interface (API) consulting.
- Technical support to LCC staff.

This work will be carried out beginning with the execution of the contract, and extending through June 30, 2019. The contract is for a two year period, but can be extended by the LCC for two additional years.

Upon receipt and evaluation of qualified proposals, the LCC will negotiate the specific terms of the contract with the selected consultant. The services are to be performed in accordance with the enclosed specifications and general conditions.

## **CONTENTS OF PROPOSAL**

The proposal must:

- a) Describe the consultant's experience developing and supporting Drupal websites;
- b) Describe the consultant's experience with MySQL databases and Drupal migration;
- c) Include the contractor's hourly rates;
- d) Describe the consultant's availability to accept tasks and projects to provide intermittent consulting services to the LCC over the course of the contract;
- e) Provide estimated costs for these contract elements:
  - (1) Migration of content to Drupal 8;
  - (2) Migration of content to a hosting service;
  - (3) General support for the maintenance of the website.
- f) Address all other matters required by the specifications to be in the proposal.

## **CONSIDERATION OF PROPOSALS**

The LCC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LCC will not necessarily select the proposal that offers the lowest price; the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LCC deems relevant. Because the development is in progress, existing contractors will be given preference.

## **PROPOSALS DUE**

Proposals must be received by the LCC by **July 7, 2017 at 4:00 p.m.** Electronic documents can be e-mailed to the address below. Proposals are to be submitted to:

Sally Olson  
Legislative Coordinating Commission  
Room 72 State Office Building  
St. Paul, MN 55155  
(651) 296-9002  
sally.olson@lcc.leg.mn

## **GENERAL TERMS AND CONDITIONS**

**A.** “LCC” means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LCC is the Chair of the Legislative Coordinating Commission or the Director of the Legislative Coordinating Commission.

**B.** The LCC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

**C.** Proposals will be received and considered in accordance with Minnesota Statutes 2013, Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 12, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

**D.** The LCC reserves the right to require a consultant to make an oral presentation of its proposal to the LCC to permit a better understanding of the specifics of a consultant’s proposal.

**E.** The LCC are not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

**F.** Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the

amount due under the contract may be paid until the LCC 's authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

**G.** All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

**181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR  
PROHIBITED IN CONTRACT.**

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**H.** In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LCC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

**I.** If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary

place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

(a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

**J.** As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

**K.** The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LCC and must be remitted to the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LCC.

**L.** Work must begin within the timeframe set in the signed contract between the LCC, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

**M.** This contract may be terminated by the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LCC determines that termination is in the interest of the LCC. The LCC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.