

**Minneapolis Empowerment Zone
North Minneapolis Community Transformation Initiative – Request for Proposals (RFP)**

I. Introduction

The Minneapolis Empowerment Zone (EZ) is sponsored by the U.S. Department of Housing and Urban Development and is part of a nationwide strategy to revitalize communities. Minneapolis was one of only 15 cities that received the Round II designation, which has already resulted in approximately \$25 million in direct funding, \$100 million in tax incentives and \$130 million in tax-exempt bonding authority. Minneapolis' EZ is 6.7 square miles, includes 49,000 residents, and portions of 19 of Minneapolis' 81 neighborhoods. The federal designation of the geographic area is based on poverty, unemployment and general distress. General distress is defined as those adverse conditions within the area, beyond pervasive poverty and unemployment, and include such factors as teen pregnancy rate, abandoned housing, high incidence of AIDS, and per capita property tax base.

Institutional partners within the EZ have a strong record of working to address neighborhood crises. Since 1997, for example, the Phillips Partnership has built strategic alliances to attract and manage resources totaling \$1.5 billion to improve the Phillips Neighborhood in the South part of the EZ. The result is an urban renaissance capped now by the Minneapolis City Council's final approval of the Midtown Exchange project on August 19, 2005.

The Phillips Partnership has shown the success that can be achieved in bringing partners together across sectors to leverage resources. The City has begun to recruit institutional investors to the Northside (General Mills, Cub Foods, Franklin Bank, Wells Fargo, U.S. Bank, North Memorial, etc.). But corporate sites remain elusive. The EZ has an opportunity to play a key role in spurring the private investment that made the Phillips Partnership such a success.

The EZ Board has recognized this leadership opportunity, dedicating most of the remaining EZ assets (about \$2.4 million) to economic development. The focus has been primarily on commercial corridors; because the City's housing and jobs delivery systems are funded and more mature. Less settled is the City's economic delivery strategy, particularly along West Broadway. The purpose of this statement is to explain the EZ's reasoning for allocating \$1 million for an RFP dedicated to North Minneapolis to spur private investment, which can be joined by other investors such as Local Initiatives Support Corporation (LISC), the State and the Northside partners.

II. Development on the Northside

The EZ recognizes that crime control is related to economic expansion. For that reason, the EZ has focused on removing crime. For businesses, the cost of protecting materials or the loss of customers due to crime make it unprofitable to locate in areas that have high crime.¹ A simple analysis would indicate the point at which a business closes its door based upon the loss due to crime. Crime and economic development, therefore, are intrinsically linked. You cannot address one without considering the other.

Business development remains the key for revitalizing the Northside. Along the Lake Street and Franklin Avenue corridors, key projects such as the Franklin Bakery and Maria's Café or Plaza

¹ Baskin, J. (1999). "Joblessness does not cause crime; crime costs jobs." In the Business Day, 31 May 1999

Verde have served as anchors for increasing community development. Targeting key areas and nodes result in catalytic effects that spur investment along the avenues and bring a new life to the surrounding community. This happened in Phillips at Chicago Lake, and in other parts of the country such as Richmond, VA's *Neighborhoods in Bloom* program. There, the City channeled about 80 percent of its federal housing money plus other resources into 6-12 block areas within seven Richmond neighborhoods suffering from crime and disinvestment. The results showed that housing prices in targeted areas appreciated at a rate of 9.9 percent per year faster than the citywide average.² Targeting key areas can have rippling effects and transform communities.

III. Scope Of Services

Project Focus from the Board

\$1 million dollars in EZ funds will be directed towards spurring private investment on the Northside. The goal of the funding will be to leverage private investment into breakthrough projects that will revitalize not only the project location but also the surrounding community and attract smaller projects that will complement it.

The focus will be on the following:

- ❑ Commercial Development/Site Preparation
- ❑ Large Business Expansion and Recruitment for Employment Opportunities

EZ loans will be used primarily to fund development costs. However, up to \$50,000 of each loan can be used to fund pre-development costs. The remainder of the EZ funds will be released only when the applicant can demonstrate that the project has been fully funded.

Geographic Focus from the Board

The EZ Board identified four nodes as catalytic for the purposes of this RFP list. They are: the Penn and Glenwood avenues intersection node, the West Broadway and Penn avenues intersection node, the Penn and Lowry avenues intersection node, and the West Broadway and Lyndale avenues intersection node. These commercial nodes have been selected based on patterns of public infrastructure investments (West Broadway and Lowry repaving projects, Bus Rapid Transit), housing developments (Heritage Park and International Market Square), opportunity sites (Penn and Lowry, 1101 West Broadway Avenue) and community needs assessment.

Leverage

The EZ funds will be potentially matched with additional funds from the City's Business Finance Department through its 2% Business Loan Fund and its Business Development Fund.

The EZ funds are federal funds and as such can be used to leverage Neighborhood Revitalization Program (NRP) and other local funding sources. Organizations are encouraged to submit applications for other funding in addition to submissions to this RFP.

In addition, the Federal Reserve will provide research on community reinvestment act data, and will also assist with a review of strategies and tactics that have been successful elsewhere in stimulating private sector investment.

² Accordino, John; Galster, George; and Tatian, Peter; "The Impacts of Targeted Public and Nonprofit Investment on Neighborhood Development", research project of the Community Affairs Office of the Federal Reserve Bank of Richmond, July 2005

The Northway Trust will provide information on community input and needs assessment and will work to develop a coalition of community organizations to formulate an economic development strategy that seeks to create support for development on the Northside.

Applicants shall demonstrate private investment potential by:

- ❑ Equity investment and commitments from banks or companies seeking to invest in the Northside.
- ❑ Private support for real estate investments or incubator activities at these nodes.
- ❑ Philanthropic commitments which seek to prepare start-up businesses in spaces at these nodes.
- ❑ Start-up businesses in needed industry supported by private sector letters of credit or commitment.
- ❑ City of Minneapolis Business Finance Department support.

The goals are to increase multiple commercial and community uses on and around commercial nodes and to increase the number of jobs at and around the commercial nodes.

Priority Considerations

Projects or initiatives must serve the EZ and should be located within one block of the priority nodes. Projects not within the EZ must justify how the project will substantially benefit EZ residents and business. Please visit www.ci.minneapolis.mn.us/ez for more information on the boundaries of the EZ.

Successful proposals shall clearly outline outcomes expected from EZ and other investments, including but not limited to:

- ❑ Projected number of Northside businesses and jobs generated by investment;
- ❑ Projected private investment brought to the Northside; and
- ❑ Projected increase in commercial real estate values at commercial nodes.

Applicants, including private developers, public agencies and community organizations, will be eligible to receive EZ funds to support the development of projects located at or around the commercial nodes. While EZ funds will be provided in the form of loans, these loans can be subordinated to senior debt provided by a private lender or community agency. The EZ board intends to make a minimum funding commitment of \$200,000 per project.

IV. Minimum Requirements For Consideration

Any projects submitted in response to this RFP must meet the following minimum requirements:

- Applicants must demonstrate that they have current/pending site control over their project area. Site control is required before funds will be released.
- Applicants must demonstrate that they have a 1-to-1 dollar match (pending or committed) of the EZ funds being requested as well as provide a proposed sources and uses sheet for the total project costs. It is preferred that applicants have financing commitments for at least 50% of the total project costs at the time of the proposal.
- Applicants must demonstrate that the project has the active support of the local neighborhood/business organization(s), city planning department and respective council member(s).

EVALUATION CRITERIA: Projects will be reviewed by a committee comprised of EZ Governance Board members, Strategic partners and City staff. Each project will be considered based on the following criteria.

- Projects must be catalytic, to bring about a breakthrough change in the target areas as well as enhance the City's tax base or revitalize a blighted site.
- Neighborhood support: Neighborhood NRP funding commitment and active involvement of residents and business people in the planning and development of the project will be given the greatest amount of support. Letters of support from neighborhood based organizations and others are also considered neighborhood support.
- Financial feasibility: Applicant must demonstrate that they have the capacity to implement the project. A sources and uses statement identifying committed funds, a timeline for implementation and identification of the project manager(s) and their experience should be included.
- Leveraging private and other public funds: It is preferred that projects maximize the amount of leverage. Projects must have a significant private leverage.
- Rehabilitation of vacant or underutilized buildings and property: Preference will be given to projects that remove blight, rehab boarded buildings and develop vacant sites.
- Completion timeliness: All applicants must include a timeline for completion of the project. The sooner a project can be completed the more preference the application will be given. The realistic reasonableness of the timeline will also be considered.
- Direct benefit to EZ residents: The EZ is intended to improve the lives of the current residents and business people of the EZ. Thus applications must demonstrate how many current residents are benefiting from the project and how it will continue to benefit residents into the future. (see maps of EZ areas at www.ci.minneapolis.mn.us)
- Creation of new or expanding businesses: Expanding and creating businesses in the EZ is a primary goal. Applicants must detail the number of businesses directly affected by the project, the number of new businesses targeted for creation, the number of new jobs created and the number of jobs retained or enhanced as a result of the project.
- Private for-Profit Development: It is the goal of the EZ to encourage private sector investment along the commercial corridors. Applicants that are partnered with or driven by private for profit organizations will be given greater consideration.

PROJECT TASKS AND MEASURABLE OUTCOMES: Each application must provide an estimate of the following outcomes that will result from the project being completed. Successful applicants will be required to report their progress toward achieving these outcomes on an annual basis.

- Current number of jobs on the project site
- Number of new jobs created
- Current taxes paid on the project area
- Increase in taxes paid on the project after completion
- Amount of private investment
- Amount of public investment

- Current square footage vacant on the site
- Reduction in building square footage vacancy
- Current businesses on the site
- Number of new and expanded businesses
- Number of EZ residents directly benefited
- Number of EZ business people or employees directly benefited

PROJECT SCHEDULE

Initial Executive Committee RFP review	August 2005
Governance Board approval of RFP	September 8, 2005
RFP distribution	September 30, 2005
Selection of RFP review committee	October 2005
Pre-Proposal Meeting *	October 19, 2005
Proposals due	November 9, 2005 (4:30pm)
Review Process	November 15- December 2, 2005
EZ Governance Board approval of proposals	December 9, 2005
City Council Approval of proposals	December 23, 2005
Project initiation/contracting	January-March 2006

EZ funding reservations will remain in place through December 2007. Reservations will expire on January 1, 2008 for projects that have not drawn their funds.

* There will be a Pre-Proposal meeting on October 19, 2005. Attendance at this informational meeting is not required, but is encouraged. Private meetings will not be scheduled.

Date: October 19, 2005

Time: 2:00 – 3:00pm

Location: 105 - 5th Avenue South, Suite 200, Minneapolis

FURTHER INFORMATION

Applicants may only direct questions in writing to department contact person:

Jonathan Palmer

Director, Minneapolis EZ

105 5th Avenue S., Suite 200

Minneapolis, MN 55401

E-mail: jonathan.palmer@ci.minneapolis.mn.us

Fax: 612-673-5100

All questions must be submitted in writing, and will be answered in writing and available to all proposers. Written comments will be available at the Empowerment Zone web site (www.ci.minneapolis.mn.us/ez) or by contacting the Empowerment Zone office.

All questions are due no later than November 4, 2005. All questions will be answered in writing on or before November 8, 2005. The department contact person is the only individual who can be contacted about the project by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

PROPOSAL FORMAT AND SUBMITTALS:

- A. Project description - Applications must address each of the evaluation criteria listed on page 4.
- B. Project outcomes – Applicants must provide a best guess estimate of the measurable outcomes to be achieved by the project.
- C. References- List references from contracts similar in size and scope.
- D. Personnel Listing- Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
- E. Sources and Uses - Indicate proposed sources and uses of funding and identify which funding has been committed by using an asterisk.
- F. Insurance – Provide a response indicating insurance coverage.
- G. RFP Submittal- Provide 1 original and 7 copies of the proposal. Write the title of the RFP on front of the envelope.

Proposals must be sent to:
North Minneapolis Community Transformation Initiative
City of Minneapolis – Empowerment Zone
105 5th Avenue S., Suite 200
Minneapolis, MN 55401
Attn: Cheryl Groettum

Due date for proposals: Wednesday, November 9, 2005 by 4:30pm

Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its Contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

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

2 Interest of Members of City

The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 Insurance

Insurance secured by the Contractor 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. The Contractor 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 \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, 50,000 each occurrence fire damage and \$5,000 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 \$500,000 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 Contractor or its sub-Contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-Contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor 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 Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-Contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

The Contractor 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, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

8 General Compliance

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

9 Performance Monitoring

The City will monitor the performance of the Contractor 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 Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor 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 Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

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 Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-Contractors of the Contractor 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 provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

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

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor 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 Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor'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 vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees 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.

16 Living Wage Policy

All Contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a Contractor that does not supply employer-paid health insurance and 100 percent for a Contractor that does supply employer-paid health insurance.

17 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 Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor'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.

19 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the Contractor Travel Reimbursement Conditions, available from the City.

20 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 final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

21 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

22 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

23 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that 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 other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor 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 Contractor under this Contract shall, at the option of the City, become

the property of the City, and the Contractor 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 Contractor 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 Contractor. The City may, in such event, withhold payments due to the Contractor 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 Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

24 Intellectual Property

The City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any Work created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

25 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Contractor 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.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing/domestic.html>. It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26 Small & Underutilized Business Program (SUBP) Requirements

Selected projects and fund recipients must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Upon selection and prior to entering into a redevelopment agreement, the Small and Underutilized Business Program shall establish participation goals for the inclusion and use of businesses owned by women and/or minority citizens. Goals shall be based on demonstrated evidence of availability of such companies for the type and scope of services needed.

Prior to final agreement, the developer must demonstrate their plan or efforts to comply with the SUBP regulations. For more information on locating certified businesses you may contact the CERT website at www.govcontracts.org or by contacting Roxanne Crossland at 612 673-2112.