



**Minneapolis**  
City of Lakes

**Department of  
Public Works**

Steven A Kotke, P.E.  
City Engineer  
Director

350 South 5th Street – Room 203  
Minneapolis MN 55415

Office 612 673-3000  
Fax 612 673-3565  
TTY 612 673-2157

February 6, 2013

To Whom It May Concern:

Attached is a Request for Proposal (RFP) regarding pilot car sharing program services to be conducted for the duration of 2 years. These services are needed for the City of Minneapolis, Traffic and Parking Services Division. Please consider submitting a proposal to provide these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00PM on March 5, 2013. An optional pre-proposal conference will be held on February 19, 2013 at 1:00PM at the following location:

Hawthorne Transportation Center  
Traffic & Parking Services - Conference Room  
33 North 9th Street- Room 100  
Minneapolis, MN 55403

Thank you for your consideration.

Sincerely,

Jon Wertjes, P.E., PTOE  
Director of Traffic & Parking Services  
City of Minneapolis, Department of Public Works





# Request for Proposal

---



## **City of Minneapolis** Public Works – Traffic & Parking Services

### **Car Sharing Pilot Program** 2013

**Proposals Due by: March 5th, 2013, 4:00PM**

## **1. Introduction**

The City of Minneapolis, Department of Public Works, Traffic and Parking Division is seeking proposals from qualified firms to conduct a pilot car share program for the duration of two years. The intent of this pilot is to determine the feasibility of expanding car sharing throughout the City in a manner that supports the City's overall transportation and mobility goals. Interested firms must demonstrate the technical capability, experience and current business and financial strength that suggests that the operator will not only be able to meet all of its contractual requirements for the full duration of the pilot, but it will also be able to develop, grow and establish a program in a manner that is forward looking in vision, respected and appreciated by the community.

### **1.1. What Is Car Sharing?**

Car sharing is a community based transportation service that allows pre-approved members to use a car when needed. A number of vehicles are usually parked at locations throughout the city and members reserve and access vehicles as needed. Vehicles can be rented by the hour or day, and the rates charged by the operator usually include all expenses including maintenance, fuel, insurance, and parking fees.

## **2. Background Information**

The City of Minneapolis covers approximately 59 square miles, including 3.6 square miles of inland waters and many parks. The current estimated population is 382,618. Minneapolis has 81 residential neighborhoods offering more than 173,000 residential housing units. Downtown resident's population is estimated to be around 30,000. In addition to the downtown residents, more than 163,000 people work in downtown Minneapolis.

Minneapolis is also a destination for higher education institutions including the University of Minnesota, Minneapolis Community and Technical College, Metropolitan State University, Augsburg College, and the University of St. Thomas. Moreover, various shopping options are offered in the downtown area including Macy's and Target along with theatres, venues, and recreational parks. The City also offers professional sport venue attractions that include the Metrodome, Target Center, and the new Target Field Minnesota Twins baseball stadium near the Warehouse District that opened in the spring of 2010.

The City is committed to achieving livability, environmental, and sustainability goals in partnership with residents and the community. There are currently

several modes of transportation available to the residents and visitors. The forms of transit include Northstar commuter rail and Hiawatha LRT corridor, the 2014 opening of Central LRT corridor, an extensive Bus Metro Transit system, and over 100 miles of bikeways. In the recent past, the City began the largest bike-sharing program in the country providing numerous bike rental kiosks throughout the downtown area. With additional transit lines being built along major connection lines connecting in and out of downtown, the City of Minneapolis continues to expand ways to optimize commuting options to downtown and the surrounding metro. For additional information, check out the website <http://www.metrocouncil.org/>.

Car sharing may be beneficial to residents as well as transient commuters in areas under-served by public transportation. Minneapolis, with four dramatic climate changes and diverse city living with spread out designated transportation options, is an ideal city for a car sharing program. Following are some of the potential benefits of a successful car sharing program:

- *Provide Mobility* - Car sharing provides access to a vehicle for households or renters without a car.
- *Less Land Needed For Parking* - Each car sharing vehicle may replace multiple private cars thus reducing the need for parking spaces.
- *Reduced Vehicle Travel And Congestion* - Once members sell their cars they drive less. They have access to a car whenever needed, but use it only when it's the best transportation alternative.
- *Emission Reduction* – Car sharing reduces greenhouse gas emissions and other pollutants by encouraging people to drive less. Additionally, most car sharing operators use modern, fuel-efficient cars including hybrids, while the cars they replace tend to be older and more polluting.
- *Promotion of Transportation Alternatives* – Members may drive less and take trips by other mode of transit that include rail, bus, biking, and walking. The availability of car sharing makes it more feasible for people to use all modes of transportation, including transit, bicycling and walking.
- *Local Economic Development* – Car sharing members may be more likely to walk to local stores and businesses for basic goods and services.
- *Reduce Transportation Cost* – Car sharing can provide cost saving to families who need occasional access to a vehicle. It allows members to make necessary trips to the doctor or a job interview, without the burdens of having car payments, insurance, gas, parking and other associated maintenance cost of a owning a car.

- *Fleet Management Savings* – Organizations utilizing car sharing can have significant cost savings through fleet reducing and quality alternative to managing their own fleet.

### **3. Project Goal and Objective**

The goal of this pilot program is to provide the City with the operational, transactional and financial data needed to establish the feasibility of a comprehensive city-wide car sharing program.

The exact demand for car sharing and the potential growth rate of such a service in Minneapolis are unknown at this point. The City would like to determine the potential of such a program based on utilization and growth rates during the pilot program.

Additionally, the local traffic and parking regulations and seasonal parking restrictions may present unique challenges for a car sharing program in Minneapolis. Some of these challenges are known, however, there is a possibility that some unforeseen issues would arise once a program is rolled out. A pilot program will help determine the likelihood of running a smooth operation while effectively dealing with possible challenges.

Finally, the City operates its parking facilities as a business, and offers parking services at public rates. A car sharing program should be able to pay the going parking rates for the facilities it utilizes. Same logic applies to any revenue generating curbside parking spaces utilized by the car sharing service. The pilot program will help determine the capability of a car sharing program to be financially self-sustaining.

### **4. Minimum Qualifications**

Proposer must have been in the business of providing a car sharing program in an urban setting with the local population of at least 300,000 inhabitants and a fleet of at least 25 vehicles for no less than three consecutive years. Proposers who do not meet or exceed these minimum requirements shall be deemed non-responsive and will not be considered.

## 5. Schedule

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

RFP Release	2/06/2013
Pre-proposal conference	1:00 PM 2/19/2013
Questions on RFP due	2/22/2013
Responses to Questions posted by	2/27/2013
Proposals due by	<b>4:00 PM on 3/05/2013</b>
Notify Proposers	3/12/2013
Proposal Presentations	3/19/2013
Estimated selection	3/25/2013
Estimated services start date	5/01/2013
Estimated services end date	4/30/2015

## 6. Pre-Proposal Conference (optional)

An optional pre-proposal conference will be held on 2/19/2013 at 1:00PM at the following location:

**The Hawthorne Transportation Center  
Traffic & Parking Services Conference Room  
33 North 9<sup>th</sup> Street Room 100  
Minneapolis, MN 55403**

## 7. Proposal Due Date and Location

RFP submittals are due by **4:00PM** on 3/05/2013 at the following location:

**City of Minneapolis Procurement Division  
Suite 552  
330 Second Avenue South  
Minneapolis, MN 55401-2211**

Late proposals may not be accepted. Contractors must supply ten (10) copies of the proposal. The envelope must be marked referencing the project: **Proposal for Car sharing Pilot.**

## 8. Department Contact and Requests for Clarifications

Prospective responders may direct questions *in writing only* to:

City of Minneapolis Traffic & Parking Services Division

Attn: Paul Cao

33 North 9<sup>th</sup> Street. Room 100

Minneapolis, MN 55403

Email: Paul.Cao@minneapolismn.gov

Fax: 612-673-2898

All questions are due no later than 02/22/2013 by 4:00PM. Questions will be answered in writing by 02/27/2013 by 4:00PM. Responses to the Questions will be posted on City's RFP website at:

[http://www.minneapolismn.gov/finance/procurement/procurement\\_professional\\_services](http://www.minneapolismn.gov/finance/procurement/procurement_professional_services) .

The department contact person is the only individual who can be contacted about the project before proposals are submitted. The department contact cannot vary the terms of the RFP.

## 9. Site Visits (Optional)

Proposers may visit any streets in the City of Minneapolis in reference to the services that may be provided, but are prohibited from interviewing City staff or other visitors in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

## 10. Proposal Format and Submittals

To allow for easier comparison of proposals during evaluation, the proposals shall be limited to 20 pages (10 if both sides of the page are utilized) and submittals must be as follows:

10.1. Scope of Services – Provide the following information:

- An overall description of how the program will be administered, including:
  - How individuals become members.
  - How the vehicles are reserved and accessed.
  - How the cost to the member is determined and paid.
  - The limits and exclusions of vehicle insurance and liability

- Members' insurance deductible responsibility.
  - The age requirements and other restrictions.
  - Vehicles makes and models.
  - Routine maintenance schedule.
  - Replacement schedule in terms of year or mileage for the vehicles.
  - Any web-based reservation/payment capabilities.
  - The technical support plan, including a local office and web presence
  - A list of existing car sharing locations in Minneapolis.
- A suggested number of vehicles for the pilot and the reason(s) for choosing the suggested number.
  - Proposed on-street and off-street locations within Minneapolis with an explanation of why the particular locations were chosen. (All on-street and off-street locations will be reviewed and approved by the city.)
  - Proposed rates to be paid for parking spaces (if different from market rates and current permitting and signage rates for revenue generating parking spaces and for loading zones /other curbside applications respectively).
  - Where the vehicles will be moved during Snow Emergency, Street Cleaning, water/sewer construction, and other city events.
  - Where the vehicles will be parked in case the designated spaces is found to be occupied by an unauthorized vehicle (while the unauthorized vehicle is ticketed and towed).
  - The format and the frequency with which the operational, transactional and financial data will be made available, including but not limited to, data on subscription numbers, time of usage, and destinations of car sharing users, etc.

10.2. Experience and Capacity – Describe the company's background and experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. Please include:

- Company description, history, and qualifications.
- Description of the legal structure of the organization, including date of inception.
- Current size of the company.
- Company Location.
- Information about the actual program experience, access to selected historical operational and transactional data.
- History of providing services in the City of Minneapolis.
- Length and time providing services outlined in proposal.

- Names, addresses, telephone numbers and email addresses of principal company contact.
- Financial information.

10.3. References – List at least three references from contracts who can attest to the company’s ability to administer the pilot program. Please include contact name, address, telephone number and email addresses.

10.4. 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.

## 11. Evaluation of Proposals – Contractor Selection:

Proposals will be reviewed by an evaluation panel made up of representatives of the **City of Minneapolis, Departments of Public Works and Community Planning and Economic Growth, and other City staff assistance as they might require.** The evaluation panel will select a "short list" of qualified Contractors who will be formally interviewed as part of the final selection, as deemed necessary by the City. The following are the key criteria of documentation required for review and evaluation of the proposals:

- A. *Quality, thoroughness, and clarity of proposal.*
- B. *Qualifications and experience of staff (includes a review of references).*
- C. *How well the Scope of Services offered meets department objectives.*
- D. *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.*
- E. *Organization and management approach and involvement for a successful project.*
- F. *Small & Underutilized Business participation.*
- G. *Cost of services proposed.*
- H. *Insurance coverage as defined for the services.*

*A formal Presentation/Interview will be requested of the “short list” Contractor’s. Specifically, the City requests that the Contractor’s Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-contractor’s) participate in the formal presentation/interview.*

*The Presentation/Interview of the “short listed” Contractor’s will consist of*

*the following elements:*

1. *Discussion of the Contractor's approach to providing services for this Project based upon the Scope of Services described herein.*
2. *Overview of the Contractor's experience as related to the Scope of Services, including qualifications and experience of assigned staff.*

The contracting parties will be the City of Minneapolis and the Contractor 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. The City, at its sole discretion, may choose multiple vendors if it deems such an arrangement to be the best option to achieve desired goals.

## **12. Addendum**

If any addendum is needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at:

[http://www.minneapolismn.gov/finance/procurement/procurement\\_professional-services](http://www.minneapolismn.gov/finance/procurement/procurement_professional-services)

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

(Revised - 03/2012)

The General Conditions 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 the 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 the Request for Proposal, or the respondent's reply based on the component prices submitted.

### **2. Interest of Members of City**

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, 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 363A, 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.

If required by the City, 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

## **5. Disability Compliance Requirements**

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. 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 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, Minnesota Statutes Chapter 363A.

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.

## **6. 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 \$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. 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 full automobile coverage including damages, contents and vandalism and limits of at least \$1,000,000 per accident.
- d) **Computer 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 Contractor, 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.

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 current ACORD Form. 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, or the Contractor will assume full liability of the subcontractors.

## 7. 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 reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through 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 Statutes, section 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.

#### **8. Subcontracting**

The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

#### **9. Assignment or 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 written approval of the City Department Contract Manager designated herein.

#### **10. General Compliance**

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

#### **11. 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.

## **12. Prior Uncured Defaults**

Pursuant to Chapter 8, Section 24 of the City's Charter, 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.

## **13. 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 work and/or 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 to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

## **14. Accounting Standards**

The Contractor 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.

## **15. Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form 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.

## **16. 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 Contractor. 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.

## **17. 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.

## **18. Living Wage Ordinance**

The Contractor 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") ([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) ). 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 Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

## **19. 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.

**20. 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 (only for Contracts awarded using RFP).

**21. 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*, which can be found at: [http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert\\_282125.pdf](http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf)

**22. 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.

**23. 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 representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an

“interested person”, “lobbyist” or “lobbyist principal” and not as a “local official” or “local employee” (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). 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.

## **24. Termination**

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract 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 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.

## **25. 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.

## **26. Intellectual Property**

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own 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 produced by the Contractor 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.

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.

## **27. 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.minneapolismn.gov/www/groups/public/@finance/documents/w ebcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/w ebcontent/convert_261694.pdf)

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **28. Cardholder Data and Security Standards**

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

## **29. Small & Underutilized Business Program (SUBP) Requirements**

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors, and to redress the discrimination in the City's marketplace against minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.50, applies to any professional, technical and service contract over \$100,000. Goals are set on proposals based on project scope, subcontract opportunities and projected availability of SUBP firms.

There are no specific goals on this contract. However, should the bidder/proposer find an opportunity to sub-contract with any businesses on this project, you are required to solicit SUBP firms.

For more information on locating certified businesses, please visit <http://mnucp.metc.state.mn.us/> or call the City at 612-673-2112.