

# Request for Proposals

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**City of Minneapolis  
City Coordinator's Office  
and  
Human Resources**

**Human Capital Consulting**  
May 3, 2016  
**RFP 2016-35**

**Proposals Due by: July 1, 2016 4:00 PM**

May 3, 2016

To whom it may concern:

The City of Minneapolis (“City”) is soliciting proposal(s) from qualified consulting firm(s) with expertise and experience in the creation and facilitation of a variety of Professional Development and Organization Development opportunities for employees. The City strives to attract, hire, engage, retain, and promote a highly capable workforce that reflects the community. The City strives to achieve One Minneapolis and is interested in providing all employees at every level of the organization with professional development opportunities and tools to enable a highly skilled, productive, and diverse workforce to achieve the City’s business goals. Equally as important, the City is striving to achieve and maintain a respectful workplace where all human capital decisions are fair and equitable and where employees have the knowledge and tools to maintain respectful interactions among the City’s diverse work force at every step of the employment life cycle. The City is committed to having a workforce that reflects the communities it serves.

Attached is a Request for Proposal for a broad scope of professional development, organization development and consulting services. In collaboration with the Consultant(s), the City Coordinator’s Office, led principally through its Human Resources Department, will provide training and other developmental experiences for employees to enhance their professional skills and cultural intelligence, as well as tools and processes to use in a fair and equitable workplace. It is the City’s intent to identify a number of well-qualified suppliers who are able to provide high-quality training and development and organization development experiences to City employees in a variety of modes and venues. These development experiences may also be provided by or in collaboration with other City Departments.

Please consider submitting a proposal for any or all of these services if your firm meets the qualifications and is available. Submit an electronic copy of the business proposal with attachments and a price proposal to proposal to: [RFP.Responses@MinneapolisMN.gov](mailto:RFP.Responses@MinneapolisMN.gov). Mail six (6) hard copies of the business proposal with attachments and one price proposal to the address in Section II – Proposal Due Date and Location. Proposals are due by July 1, 2016.

Thank you for your consideration.

Sincerely,

Spencer Cronk  
City Coordinator

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# REQUEST FOR PROPOSALS FOR HUMAN CAPITAL CONSULTING

**I. INVITATION:** The City of Minneapolis (“City”) is soliciting proposals from qualified Consulting Firm(s), hereinafter each individually referred to as the Consultant, with expertise and experience in the design, development, and facilitation of a variety of professional development, organization development, and other human capital consulting. These opportunities include but are not limited to:

- Leadership Development:
- Supervisory Development:
- Employee Development:
- Cultural Competence Training, Assessment and Coaching
- Organization Development
- Continuous Improvement and Change Management
- Business and Performance Management
- Executive and Leadership Coaching
- Other Human Capital Consulting related to Human Resource Management and Human Resource Development

The City makes this Request for Proposals (hereinafter referred to as the RFP) in order to select qualified Consultants for providing training and development programs; organization development programs; change readiness programs; cultural intelligence training, assessment and coaching services; and other consulting as deemed necessary (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

The Consultant will be paid for services up to an amount of public action by the City Council. There is no guarantee that this dollar amount will be paid in whole or in part unless the services are requested through the issue of a Scope/FAN/ by the Contract Manager in writing.

The Consultant may submit a proposal for any or all of the services outlined in Attachment B: Scope of Services.

**II. PROPOSAL DUE DATE and LOCATION:** The Consultant shall submit an electronic copy of the business proposal with attachments and a price proposal to: [RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov). Mail six (6) hard copies of the business proposal with attachments and one price proposal to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
Human Capital Consulting  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), July 1, 2016**  
**NOTE: Late Proposals may not be accepted.**

**III. PROPOSAL FORMAT:** The proposal will set forth full and accurate information as required by this RFP. Proposals must be prepared on 8½”x 11” letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable and recyclable printed materials for proposals prepared in connection with the solicitation. The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Contact Information:
  - Name of consulting firm and website address
  - Consulting firm’s point of contact including contact information
2. Executive Summary - The Consultant may submit a proposal for any or all of the services outlined in Attachment B: Scope of Services. The Executive Summary should include a clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Work Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
3. Scope of Services - Describe in detail the services the Consultant proposes to provide and how those services will be provided. Include a detailed listing and description of tasks and deliverables.
4. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services.
5. Provide one or two work sample that s illustrate the Consultant’s level experience and the quality of products and services.
6. References - List three references from contracts similar in size and scope. Provide the following reference information:
  - a. Name of firm for whom services were provided
  - b. Name, phone number, email address, mailing address of the contact
  - c. Description of service/product provided
  - d. Description of your role in providing the service and product
  - e. Description of the intended audience for the service/product provided
  - f. Timeframe and length of the engagement
7. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.

8. Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service. Include:
  - a. Identify the project(s) you propose to offer
  - b. The cost/fees per project as outlined above
  - c. Projected changes in cost/fee for service in future years
9. Company Financial Information [Proof of financial responsibility, any bankruptcy filings by the Consultant, its principles and officers during the previous seven years, if deemed necessary]

**IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANTS:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Consultants may propose services to any or all of the areas identified in Attachment B: Scope of Work. Evaluations will be based on the required criteria listed in Section IV "PROPOSAL FORMAT", and the following:

- Quality, thoroughness, and clarity of proposal. Your proposal should identify the specific services for which you wish to be considered.
- One or two relevant work samples related to the specific services for which you wish to be considered. that demonstrate:
  - Previous experience
  - Quality of services and products provided
- Qualifications and experience of staff (includes a review of references).
- How well the Scope of Services offered meets department objectives.
- Organization and management approach and involvement for a successful project.
- Small & Underutilized Business participation.
- Cost of services proposed.
- Insurance coverage as defined for the services.

A formal Presentation/Interview will be requested of the "short list" Consultant/s. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any Sub-Consultants) participate in the formal presentation/interview.

The Presentation/Interview of the "short listed" Consultant's will consist of the following elements:

1. Discussion of the Consultant's approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant's experience as related to the Scope of Services, including

qualifications and experience of assigned staff as well as work samples.

The Evaluation Panel will schedule and arrange for the presentations.

**V. SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	May 13, 2016
Questions on RFP Due by	May 31, 2016
Responses to Questions posted by	June 15, 2016
Proposals due by	4:00 PM on July 1, 2016
Estimated Consultant selection	August 1, 2016
Estimated services start date	September 6, 2016
Estimated services end date	September 5, 2019

**VI. CONTRACT:** The contracting parties will be the City of Minneapolis and the Consultants selected to provide the services as described herein. The City may establish a panel of Consultants to provide the requested human capital consulting services. Each selected proposal, along with the RFP will be incorporated into a formal agreement after negotiations. It is the intent of the City to award one or more contracts for a term of three (3) years with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

**VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: Marilyn S. Talarico, Ph.D.  
Human Resources, Strategic Workforce Solutions  
City of Minneapolis  
250 South 4<sup>th</sup> Street – Suite 100  
Minneapolis, MN 55415 -1346  
Email ID: marylin.talarico@minneapolismn.gov

All questions are due no later than **4:00 (Minneapolis Time), May 31, 2016**. Responses to the Questions will be posted by **June 15, 2016** on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

**VIII. REJECTION OF PROPOSALS:** The City reserves the right to reject any or all proposals on the basis of the submittals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. This RFP doesn't commit the City to award any contract. The City shall not be liable for any costs incurred by any firm responding to this RFP.

**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**

**RFP Terms & Conditions**

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

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. 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 reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

## **2. Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

## **3. Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

#### 4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or Sub-Consultant, and by any employees of the sub-contractors and Sub-Consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

**5. Subcontracting**

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

**6. Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

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

**8. Performance Monitoring**

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10. Independent Consultant**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while

so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

#### **11. Accounting Standards**

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

#### **12. Retention of Records**

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

#### **13. Data Practices**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's Sub-Consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

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

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

#### **15. Living Wage Ordinance**

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise

exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

#### **16. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

#### **17. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

#### **18. Travel**

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

#### **19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

#### **20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

#### **21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to

terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

## **22. Ownership of Materials**

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

## **23. Intellectual Property**

The Consultant will retain all patent, copyright and intellectual property rights to its training materials. The City through its trainers shall own and keep the copies of the training materials for use as reference guides upon completion of the Consultant's training services provided to each employee trainee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

## **24. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The

categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

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

## **25. City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Consultant (or any subcontractor of Sub-Consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

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

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

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

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City’s marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled “Subcontracting” of 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).

# **ATTACHMENT B**

## **SCOPE OF SERVICES**

It is the intent of this document to outline a general description of the Project(s), the extent of services required, and the relationship of this Project(s) to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project(s) as a whole, but are by no means conclusive.

## Scope of Work

The City (primarily through its Human Resources Department, but also by or in collaboration with other City Departments) will provide a curriculum of professional development opportunities, organization development opportunities, business management, analysis and development opportunities, and other human capital solutions.

Upon the request of the City, the Consultant shall perform work to provide employees with professional development, tools and systems needed to achieve the City's business goals and to create fair and just opportunities and outcomes for all. Specifically, the City strives to:

- Expand the capacity of leaders/supervisors to attract, retain and engage a diverse City workforce.
- Identify, recommend, and implement equitable workforce practices throughout the enterprise.
- Work by innovating and being creative, getting results, engaging the community, valuing employees, building public trust, and collaborating.

The Consultant will be paid for services up to an amount of public action by the City Council. There is no guarantee that this dollar amount will be paid in whole or in part unless the services are requested through the issue of a Scope/FAN/ by the Contract Manager in writing.

The work will include the design, development, facilitation and evaluation of a variety of employee and organization development programming focused toward each of following employee groups to support them in more effectively accomplishing their work within their respective roles:

### **Leadership Development: Training, Assessment and Coaching to include but not limited to:**

- Leading a diverse workforce -- which may include but not be limited to:
  - Understanding unconscious bias
  - Identifying and responding to common types of bias
  - Identifying and responding to micro inequities
  - Tools, techniques, tips to interrupt bias and micro inequities
  - Assessment of cultural intelligence
  - Coaching for development to improve one's cultural intelligence
- Strategy implementation
  - Priority setting
  - Driving for results
  - Political Savvy: sensitive to how people and organizations operate
  - Critical thinking and developing perspective
  - Business and financial acumen
  - Project management
- Building effective teams
  - Communicates Powerfully and Prolifically
  - Inspiring and motivating others
  - Conflict Management
- Championing change

**Urban Scholars Program:** The City's leadership and professional development internship program which provides students from diverse racial and ethnic backgrounds a distinctive professional experience focused on gaining essential leadership skills and creating a resume-building career pathway.

Training, Assessment and Coaching to include but not limited to:

- Leadership Development
  - Leadership styles
  - Working through values
  - Developing Self
- Cultural Intelligence
  - Working in a diverse workforce
  - Cultural intelligence assessment
  - Identifying and interrupting common types of bias including unconscious bias
  - Improving cultural intelligence
- Getting the work done
  - Planning
  - Managing priorities
  - Communicating and public speaking
  - Project Management
  - Leading/facilitating Meetings
- Building relationships
  - Becoming an effective team member
  - Influence
  - Conflict management
  - Team building
  - Facilitation
  - Coaching
  - Feedback
- Customer service
- Critical thinking
  - Problem solving
  - Decision making

**Supervisor/Manager: Training, Assessment and Coaching may include but not limited to:**

- Cultural Intelligence
  - Managing a diverse workforce
  - Cultural Intelligence Assessment
  - Identifying and interrupting common types of bias including unconscious bias
  - Applying cultural intelligence throughout the Talent Management life cycle -- recruiting, selection, hiring, engagement, performance management, feedback, coaching, employee development
  - Helping others Improve Cultural Intelligence
- Getting work done through others (transition from doing to getting the work done)
  - Planning
  - Managing multiple/competing priorities
  - Communicating
  - Leading/facilitating meetings
  - Delegation
  - Developing self and others
  - Project management
- Building relationships
  - Building effective teams
  - Influence
  - Conflict management
- Managing Change and innovation
- Critical thinking
  - Problem solving
  - Decision making
  - Anticipating issues; spotting trends

**Employee: Training, Assessment and Coaching to include but not limited to:**

- Cultural Intelligence
  - Working in a diverse workforce
  - Cultural intelligence assessment
  - Identifying and interrupting common types of bias including unconscious bias
  - Improving cultural intelligence
- Getting the work done
  - Planning
  - Managing priorities
  - Communicating
  - Developing self
- Building relationships
  - Becoming an effective team member
  - Influence

- Conflict management
- Customer service
- Critical thinking
  - Problem solving
  - Decision making

**Human Resources Staff: Training, Assessment and Coaching to include but not limited to:**

- Cultural Intelligence:
  - Leading a diverse workforce
  - Understanding unconscious bias
  - Identifying and responding to common types of bias
  - Identifying and responding to micro inequities
  - Tools, techniques, tips to interrupt bias and micro inequities
  - Assessment of cultural intelligence
  - Coaching for development to improve one's cultural intelligence
  - Cultural intelligence in Hiring ie Managing bias in the hiring and selection processes
  - Cultural Intelligence in the Talent Management Life Cycle
- Consulting
  - Critical Thinking
  - Influence
  - Managing Change
  - Organization Development
- Coaching
- Project management
- Professional development and career planning: Developing self and others

**Organization Development** is broadly defined as the process of increasing organizational effectiveness and facilitating personal and organizational change through the use of interventions driven by social and behavioral science knowledge such as, but not limited to:

- Team Building
- Planning and implementation of change
- Assessment of readiness for change
- Organization design
- Communication assessment
- Creation of mission, vision, values, goals, roles

**Business Management, Analysis and Development: Training, Assessment, and Consulting** are broadly defined as the process of identifying business needs and determining solutions to business problems. This includes, but is not limited to:

- Continuous improvement & systems thinking
  - Creativity
  - Perspective
  - Customer focus
- Project management
- Performance management
- Change management

- Critical thinking
- Facilitation
- Business acumen
- Negotiating and conflict resolution
- Strategic planning
- Program evaluation
- Policy development
- Organizational agility
- Building relationships
- Developing self
- Cultural intelligence
- Functional/Technical skills

**Executive and /or Leadership Coaching:** Coaching is broadly defined as a one-to-one experiential and individualized leader development process that builds a leader's capability to achieve short- and long-term organizational goals.

**Other Human Capital Consulting** related to human resource management, human resource development, and to business management and development.