



Department of Health
& Family Support

250 South 4th Street – Room 510
Minneapolis, MN 55415-1372

Office 612 673-2301
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www.minneapolismn.gov/health

DATE: MARCH 2, 2012

TO: PROSPECTIVE APPLICANTS

FROM: MINNEAPOLIS DEPARTMENT OF HEALTH AND
FAMILY SUPPORT

RE: REQUEST FOR PROPOSALS TO WORK WITH
CORNER STORES TO IMPROVE COMMUNITY
ACCESS TO HEALTHY FOODS

The enclosed materials provide information to guide your application process for the Minneapolis Department of Health and Family Support's (MDHFS) Request for Proposals (RFP) for the *Minneapolis Healthy Corner Store Program*. This project focuses on engaging Minneapolis corner stores in making fresh produce and other healthy foods more visible, attractive and affordable to neighborhood residents. Selected organizations will be responsible for implementing the Minneapolis Healthy Corner Store Program. Eligible applicants are 501(c)(3) not-for-profit or governmental agencies providing service in Minneapolis with experience providing related outreach services in the target areas.

The *Minneapolis Healthy Corner Store Program* anticipates implementation between April, 2012 and June 30, 2013. MDHFS will provide contracts to two agencies for up to \$15,000 per agency for the time period of April, 2012 and June 30, 2013.

The enclosed materials provide information to guide your application. Included for your review are:

- I. Notice of Request for Proposals
- II. Application Instructions
- III. Review Process and Scoring Criteria
- IV. Attachments
 - A. Attachment A – Proposal Cover Sheet
 - B. Attachment B – Budget Form
 - C. City General Conditions for Requests for Proposals

We suggest that agencies applicant agencies conduct the following process:

1. Review the enclosed application packet to determine your agency's eligibility and capacity to meet service requirements.
2. Review the Questions and Answers document that will be posted on the department's website between March 12-30th. Staff will accept questions until noon on Friday, March 30th 2012, and post answers to the questions on the website <http://www.minneapolismn.gov/health> on Wednesdays and Fridays, until Friday, March 30th, 2012.
3. Use application instructions as a guide during the proposal writing process.

4. Use the Proposal Cover Sheet as a checklist to ensure the inclusion of all required documents.

A pre-proposal conference for interested applicants will be held on:
Wednesday, March 7, 2012
10:45–12:00 p.m. at UROC, 2001 Plymouth Avenue North, Minneapolis.

While attendance at the pre-proposal conference is not mandatory, it is strongly encouraged as it will be the only opportunity to ask questions directly of staff. If you are unable to attend the pre-proposal conference, or have additional questions following the conference, questions may be submitted in writing to Contract Administrator, Fax 612-673-3866, or by email to health.familysupport@minneapolismn.gov (please reference: Corner Store RFP in the subject line). Staff will accept questions until noon on Friday, March 30th 2012, and post answers to the questions on the MDHFS website on Wednesdays and Fridays through Friday, March 30th.

An original and four (4) copies of the completed application are due no later than **4:00 p.m. on April 2, 2012.**

Please mail or deliver to:

Minneapolis Healthy Living Healthy Corner Store RFP
Minneapolis Department of Health and Family Support
250 South 4th Street, Room 510
Minneapolis, MN 55415

Proposals received after the deadline may not be considered

Faxed or emailed copies of proposals will not be accepted.

If you need this document in an alternative format, please notify the department by fax (612) 673-3866 or email at health.familysupport@minneapolismn.gov, or TTY (612) 673-2157 (General City Information). Please allow a reasonable amount of time for special needs accommodation.

Attention: If you want help translating this information, call – **Hmong** – Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800; **Spanish** – Atención. Si desea recibir asistencia gratuita para traducir esta información, llama 612-673-2700; **Somali** – Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' an wac 612-673-3500.

MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

Request for Proposals to Provide Outreach Services to Corner Stores for the *Minneapolis Healthy Corner Store Program*

I. NOTICE OF REQUEST FOR PROPOSALS

A. BACKGROUND

Healthy Living Minneapolis is a comprehensive 14-project initiative striving to increase healthy eating, physical activity and smoke-free living through long-term, sustainable changes in schools, clinics, neighborhoods and other settings. The goals of the initiative are to reduce obesity, tobacco use and the chronic diseases they cause such as diabetes, heart disease and asthma. Healthy Living Minneapolis projects are funded through the Statewide Health Improvement Program (SHIP) from the Minnesota Department of Health and the Community Transformation Grant from the Centers for Disease Control.

Increasing access to healthy foods is a key strategy for reducing obesity. For residents unable to travel to grocery stores and farmers markets, corner stores are often the most convenient places to purchase staple foods. To ensure that corner stores provide basic staple foods, the Minneapolis City Council passed a Staple Food Ordinance in 2008, requiring Minneapolis corner store to carry five varieties of perishable produce in their stores. As of August 2009, the Minnesota Department of Health requires WIC-certified store to carry a minimum of seven (and thirty pounds) varieties of fresh produce.

To assess the impact of the Staple Foods Ordinance on access to fresh produce, the Minneapolis Department of Health and Family Support (MDHFS) conducted an assessment (summer 2009) of 35 stores in North Minneapolis to determine their compliance with the ordinance. Nearly 75% of stores did not meet the produce requirements of the Staple Foods Ordinance. In addition, produce was often hidden from customers' view. At the same time, Northside Fresh, a coalition that aims to increase access to healthy foods in North Minneapolis, surveyed north Minneapolis residents who indicated that they shopped most often at corner stores but did not purchase produce from them. While the Staple Foods Ordinance is an important tool for changing the food environment in Minneapolis, MDHFS found that support is needed to ensure that store owners are able to maintain the required stock of fresh produce.

To support corner store owners in making fresh produce and other healthy foods more visible, attractive, and affordable to neighborhood residents, MDHFS developed the Minneapolis Healthy Corner Store Program. Its goals include:

- Increase inventory of affordable fresh produce items in corner stores
- Increase visibility and attractiveness of fresh produce items in corner stores
- Increase store owner knowledge about handling and marketing fresh produce items
- Increase sales of fresh produce items in corner stores

Between 2009-2011, MDHFS implemented the program in 10 stores throughout Minneapolis. Based on this experience, MDHFS developed a replicable model and the necessary tools needed to build owner capacity and effectively implement the project. MDHFS aims to transition this role, supporting community-based entities to expand the program and enhance community buy-in and engagement.

B. PURPOSE OF THE RFP

To expand its reach and impact, MDHFS seeks two community-based organizations to implement the Minneapolis Healthy Corner Store Program in specific Minneapolis neighborhoods (described below). With training and support from MDHFS, selected agencies will:

- **Recruit at least eight stores each to participate in the program**
 - Develop strategies for store recruitment and selection criteria
 - Assess owner willingness and capacity to participate in the program
 - Select stores to participate in program based on selected criteria
- **Enhance owner knowledge related to produce merchandising, pricing and handling**
 - Conduct store visits to establish store owner trust and to identify owner perceptions of and experiences with selling produce and other healthy foods
 - Assess owner produce procurement and marketing practices, identify and implement opportunities for improvement (e.g. alternative procurement model, signage for pricing, produce handling training)
 - Develop strategy for incentivizing owners to share produce sales data
- **Develop and implement store enhancement plans**
 - Conduct assessments of store inventory and layout
 - Identify variety, quality, and pricing of produce and other healthy foods
 - Determine opportunities to better display fresh produce and healthy foods
 - Develop and implement store make-over plan
- **Conduct community engagement strategies to attract neighborhood residents and increase owner sales of fresh produce**
 - Identify resident and customer perceptions and experiences with accessing fresh produce and healthy foods from neighborhood corner stores
 - Develop and conduct on-going activities with residents, community-based organizations, and store owners to ensure community involvement and/or input in project development and implementation (e.g. store coupons, food demonstrations, creating mural on store exterior, youth engagement)

- **Conduct evaluation activities**
 - Use MDHFS tools and protocol to conduct evaluation activities
 - Conduct assessments and collect sales data from store owners to measure project efficacy

Target Communities

Selected agencies must work with corner stores in Near North, Camden, Powderhorn and Phillips communities and the following neighborhoods in Northeast Minneapolis: Beltrami, Holland, Logan Park, Marshall Terrace, Northeast Loop, Sheridan and St. Anthony East. MDHFS prioritizes these communities because, according to SHAPE 2010, they experience Minneapolis’ greatest health disparities related to obesity and tobacco use.

Though applicants do not have to identify specific corner stores to respond to this RFP, MDHFS expects applicants to propose implementing the Minneapolis Healthy Corner Store program in at least eight corner stores. Preference will be given to applicants that propose the greatest reach (a combination of number of stores and proposed outreach activities) that is reasonable based on their organizational capacity and number and FTE of staff that it proposes to accomplish the implementation of the program.

C. STRUCTURE OF IMPLEMENTATION

MDHFS will provide training on project implementation for selected agencies to replicate the Minneapolis Healthy Corner Store program. MDHFS will also support selected agencies in developing a work plan and identifying community outreach strategies to be implemented in their respective stores. MDHFS will also provide selected agencies with assessment tools and templates, and display materials (baskets and interior and exterior signage). Additionally, a grocery store expert will also be available to provide support in developing store enhancement strategies, including displaying, marketing, and pricing fresh produce and healthy foods. MDHFS expects that selected agencies will have a frequent and ongoing presence at selected stores.

D. DESIRED QUALIFICATIONS

Eligible applicants will be those who demonstrate the ability to work with residents and/or businesses in the aforementioned target communities including, but not limited to: community-based organizations and neighborhood and business associations.

Ideal applicant organizations will:

- Demonstrate capacity to build relationships with corner store owners and the demonstrated effectiveness in providing outreach services in these sites
- Demonstrate successful experience working with local businesses and/or low-income, limited English proficient and culturally diverse communities
- Demonstrate effective and positive relationships in their target communities
- Develop a staffing model sufficient to conduct required activities at the sites proposed by the agency

- Demonstrate effective community engagement strategies (e.g. youth engagement events and/or participation)

Ideal applicant organization staff will have the following qualifications:

- Ability to build relationships, engage and organize store owners and community members around a specific topic
- Ability to work independently and as part of a multi-agency team
- Past experience providing outreach in a community
- Ability to work and communicate with low-income, limited English proficient, and diverse communities
- Experience and skills in administering surveys and interviewing individuals
- Demonstrated written and verbal communication skills in English and fluent in the language of any limited English population(s) they intend to serve
- Demonstrated ability to conduct educational presentations to individuals and groups
- Good organizational skills and the ability to handle multiple tasks simultaneously
- Available on evenings and weekends

E. FUNDING

The Minneapolis Healthy Corner Store Program will be implemented from mid-April 2012 through June 30, 2013. MDHFS will provide contracts to two agencies for up to \$15,000 per agency for this time period. Funding can be used for the direct costs of staff and staff related expenses (e.g. mileage and computer/phone expenses), promotional activities, community and/or youth engagement strategies, store owner and participant incentives, and up to 10% of direct costs for administrative costs. Program expenses such as display signage and baskets and consultant time will be covered by MDHFS and should not be included in applicants' budget request. Funding cannot be used for direct services such as programs and/or classes and equipment that exceed \$5,000.

F. PROPOSED TIMELINE

3/2/12	Proposal Issued
3/7/12	Pre-proposal Conference
4/2/12	Proposal Due
Mid April	Anticipated notification of awards
End April	Anticipated start date of contracts

II. APPLICATION

A. INSTRUCTIONS

1. Complete the Application Cover Sheet (Attachment A)
2. Complete the Proposal Application. Respond to every question in the order presented (maximum 6 pages)
3. Complete budget form (Attachment B) and budget narrative (maximum 2 pages)
4. Assemble appendices (these documents will not count towards your page limits):
 - resumes of key staff
 - organization chart reflecting existing or new positions for this project
5. Administrative documents – include one copy only of each document:
 - most recent audit and management letter, or financial statements for the past three years
 - IRS determination letter for non-profits
6. Submit original and four copies to the Minneapolis Department of Health and Family Support. Proposals must be received no later than 4:00 p.m. on Monday, April 2, 2012. Proposals received after the deadline may not be considered.

B. PROPOSAL APPLICATION

The Proposal Application should outline applicants' capacity and experience related to program responsibilities and requirements. The Proposal Application must not exceed 6 pages (single-spaced; minimum 12-pt.font; one-inch margins). Please answer the following in the order they are presented:

Agency Description and Qualifications

1. Briefly describe the history, mission and major activities of your organization.
2. Describe your agency's capacity and experience with conducting community outreach or community organizing activities. Describe the outcomes of your efforts in these areas.
3. Describe how this project fits with the mission/goals of your organization and your qualifications for doing this work.
4. Describe your agency's experience working with limited English proficient, low-income and diverse communities and stakeholders.

Proposed corner stores

5. How many corner stores do you propose to work with? Where are they located (neighborhood)?
6. Do you currently have existing relationships with any stores already have in the proposed neighborhood(s)? If so, please describe the availability of healthy foods in these stores

and opportunities for improvement. If not, please describe how you will develop these relationships with store owners.

7. While MDHFS will provide technical assistance related to project development and implementation, selected agencies will be expected to develop community engagement strategies. Please describe the strategies you will implement to engage neighborhood residents in project implementation *and* attract them to corner store healthy food offerings. Please describe any partnerships needed to carry-out these strategies.

Qualifications of Staff Performing Requested Services

8. How many staff do you propose to fulfill the requirements of the program?
9. What are the relevant qualifications and experience of the staff who would be assigned to the Minneapolis Healthy Corner Store program initiative? Describe their experience with providing community engagement and outreach services to residents and/or local businesses. (Please include resumes or other supporting documents of proposed staff as an appendix to your application).
10. Describe how your agency will monitor project staff to ensure high-quality compliance with program deliverables.

C. BUDGET AND BUDGET NARRATIVE

Budget

Please complete the Budget Form found in Attachment B. MDHFS will be utilizing deliverable-based contracts with selected agencies to implement the Minneapolis Healthy Corner Store program. Please be sure to incorporate staff time and costs and related activities and expenses in the program expense categories outlined in budget form (Attachment B). The proposed budget should cover the period of mid- April, 2012 through June 30, 2013 and applicants may propose a budget for up to \$15,000.

Budget Narrative

Please provide the following information using the budget narrative template (Attachment B) for each program expense category outlined in the budget form:

1. Personnel (Salary/Wages) and Fringe Benefits

Justify the time allocated to each project category for all staff who will be involved in project implementation.

2. Activity/Strategy expenses

Stipends or subcontracts to partner entities: Please identify partners and amount to each partner. *Strategy implementation activities:* Describe costs related to implementing category specific strategies and/or activities

3. Other Expenses

Mileage: Describe the purpose for the travel; provide the anticipated number of miles and mileage rate used (cannot exceed the annual IRS approved rate).

Office supplies: Describe the supplies and their applicability to the project.

Printing: Estimate costs for printing or photocopying and explain how the amount was derived.

Postage/courier: If mailing costs are expected to be more than a minimal amount, provide an explanation for the amount requested.

Other (specify): Add an explanation for any additional expenses

4. Administrative Costs (not to exceed 10% of Total Direct Costs)

III. REVIEW PROCESS AND SCORING CRITERIA

Proposals will be reviewed by a panel of representatives from the Minneapolis Department of Health and Family Support and members of the Minneapolis Healthy Living Leadership Team. The panel's recommendations will be forwarded to the City of Minneapolis Commissioner of Health for final approval.

Proposals will be scored according to the following criteria:

- Qualifications and experience of applicant organization and the proposed program implementation staff
- Realistic staffing structure for proposed number of proposed stores
- Compatibility or "best fit" with the goals of the Minneapolis Healthy Corner Store Program
- Proposed community engagement strategies
- Appropriateness of proposed budget

Selection of contractors is anticipated to be made by mid- April, with contracts initiated by the end of April 2012.

Please review carefully the attached General Conditions for Requests for Proposals (Attachment C), and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers Compensation (including coverage for subcontractors), General Liability, Commercial Auto Liability, and Professional Liability. Failure to maintain required insurance coverage may result in contract termination.

Attachment A

**Minneapolis Healthy Corner Store Program
COVER SHEET AND CHECKLIST**

Applicant Agency Information	
Agency name	
Agency address	
Agency telephone Number	
Agency fax number	
Agency Director Name	
Agency Director telephone number	
Agency Director e-mail address	
Contact Person for this Proposal (if different from Agency Director)	
Name	
Title	
Telephone number	
Fax number	
e-mail address	

Documents attached

Original + four copies of the following:

- Cover sheet
- Proposal Application (maximum 6 pages)
- Budget form and budget narrative (maximum 2 pages)
- Resumes of staff members implementing the proposed activities
- Agency organizational chart

One copy of each of the following required documents (or provide an explanation as to why any of the documents cannot be provided):

- Most recent audit and management letter, or financial statements for the past three years
- IRS determination letter

Attachment B
BUDGET FORM AND BUDGET NARRATIVE TEMPLATE

Budget Form

MDHFS will be utilizing deliverable-based contracts with selected agencies to implement the Minneapolis Healthy Corner Store program. Please be sure to incorporate staff time and costs and related activities and expenses in the program categories outlined in the table below.

Program Expenses	Costs
Store recruitment and project planning (example costs to consider: expenses and owner stipends, additional display materials such as exterior produce display, additional equipment)	\$0
Implementing store enhancement plans (example costs to consider: piloting procurement strategy, providing produce marketing and handling training for store owners, providing incentives for youth and/or community members to participate in store enhancement process)	\$0
Community outreach strategies (example costs to consider: painting a mural on store exterior, conducting events at stores to attract residents to healthy food offerings, youth engagement activities, store coupons)	\$0
Evaluation: time involved in implementing evaluation protocol per proposed # of stores (example costs to consider: providing incentives for store owners to collect sales data)	\$0
Total Program expenses	\$0

Budget Narrative Template

Please provide additional information for each program expense category using the following template:

Program Expenses	Costs
Store recruitment and project planning	
Personnel (Salary/Wages) and Fringe Benefits	\$0
Activity and/or Strategy Expenses	\$0
Other Expenses	\$0
Administrative Costs (not exceed 10% of direct costs)	\$0
Implementing store enhancement plans	
Personnel (Salary/Wages) and Fringe Benefits	\$0
Activity and/or Strategy Expenses	\$0
Other Expenses	\$0
Administrative Costs (not exceed 10% of direct costs)	\$0
Community outreach strategies	
Personnel (Salary/Wages) and Fringe Benefits	\$0
Activity and/or Strategy Expenses	\$0
Other Expenses	\$0
Administrative Costs (not exceed 10% of direct costs)	\$0
Evaluation	
Personnel (Salary/Wages) and Fringe Benefits	\$0
Activity and/or Strategy Expenses	\$0
Other Expenses	\$0
Administrative Costs (not exceed 10% of direct costs)	\$0
Total Budget	\$0

Attachment C

General Conditions for Request For Proposals (RFP)

(Revised - 12/2011)

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 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 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 \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **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). 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

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.

This section will be modified to provide that the Contractor is the sole owner of any software, program or application where the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

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

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

The selected proposer 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). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT web site at www.govcontracts.org or by calling 612 673-2112