



Date: July 2, 2012

To: Consultants and agencies that provide project evaluation and program planning services

From: Minneapolis Department of Health and Family Support

RE: Request for proposals for a consultant to evaluate the operations of the Juvenile Supervision Center

The Department of Health and Family Support is issuing a Request for Proposals (RFP) for a consultant to evaluate the operations and structure of the Minneapolis Juvenile Supervision Center. The enclosed materials provide information that will guide the application process for responding to this RFP.

The Juvenile Supervision Center (JSC) is a program designed to provide early intervention assistance to youth who are picked up in Hennepin County by law enforcement after committing an offense that does not meet the admission criteria of the Hennepin County Detention Center. The Juvenile Supervision Center operates under a Joint Powers Agreement between Hennepin County, City of Minneapolis, and Minneapolis Public Schools. This multi-jurisdictional agreement was implemented in 1996 and is scheduled to expire on December 31, 2016. The consultant will be responsible for evaluating the current operational structure and Joint Powers agreement intent, and make recommendations for a strategic planning process for serving this population beyond 2016. Services are to be provided between August 1, 2012 and December 31, 2012 at a cost not to exceed \$35,000.

The Request for Proposals includes:

- I. Introduction and Background for the RFP
- II. Application instructions
- III. Requirements for a City contract
- IV. Proposal review criteria
- V. Proposal Cover Sheet
- VI. City RFP General Requirements

The Department of Health and Family Support suggests you use the following process:

1. Review the enclosed application packet prior to preparing your proposal
2. Use the Application Instructions as a guide during the proposal preparation process.
3. Use the Proposal Cover Sheet both as cover sheet for your proposal and as a checklist to ensure the inclusion of all required documents. Ensure that the cover sheet is attached to each copy of the proposal.

## Pre-Proposal Conference

A pre-proposal conference for interested applicants will be held on **Wednesday, July 11**, from 9-10 a.m. at the city of Minneapolis Currie Building, 1200 Currie Avenue North. There is parking in the lot across from Lee's Liquor on Glenwood Ave however ONLY on the Northwest section of the lot. Otherwise there are meters located around the facility.

While attendance at the pre-proposal conference is not mandatory, it is strongly encouraged as this will be the only opportunity to ask questions directly to staff.

If you are unable to attend the pre-proposal conference or if you need additional information following the conference, questions may be submitted in writing via email to [health.familysupport@minneapolismn.gov](mailto:health.familysupport@minneapolismn.gov) (subject line should reference Juvenile Supervision Center Consultant RFP) by no later than 12N on Thursday, July 12. All questions and answers will be posted in a Q&A document on the department's web site no later than end of day on Friday, July 13 at [www.minneapolismn.gov/health/grants/dhfs\\_rfp](http://www.minneapolismn.gov/health/grants/dhfs_rfp). The Questions & Answers from the pre-proposal conference itself will also be included in the document.

There will be no information provided outside of this conference and Q&A process.

The completed application of an original and five (5) copies is due by **4:00 P.M. on Friday, July 20, 2012** to:

Juvenile Supervision Center Consultant  
Minneapolis Department of Health and Family Support  
250 S. 4<sup>th</sup> Street, Room 510  
Minneapolis, MN 55415

Proposals submitted after the deadline may not be considered.  
Electronic proposals will not be accepted

If you need this material in an alternative format please call Minneapolis Department of Health and Family Support at 612-673-2301 or email [health.familysupport@ci.minneapolis.mn.us](mailto:health.familysupport@ci.minneapolis.mn.us). Deaf and hard-of-hearing persons may use a relay service to call 311 agents at 612-673-3000. TTY users may call 612-673-2157 or 612-673-2626.

Attention: If you have any questions regarding this material please call Minneapolis Department of Health and Family Support 612-673-2301. 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' aan wac 612-673-3500

# **MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT REQUEST FOR PROPOSALS FOR EVALUATION OF THE JUVENILE SUPERVISION CENTER**

## **I. INTRODUCTION AND BACKGROUND**

The City of Minneapolis, on behalf of the Joint Powers Board of the Juvenile Supervision Center, is soliciting proposals from qualified vendors to provide consultation to the Board and its staff work team. The consultant will be responsible for doing an evaluation of the operational set up of the Center and to provide recommendations on whether the current model is the most effective way to provide services to youth brought to the Center. The contract is for a five month period beginning in August and ending in December 2012. Eligible applicants include those with experience in program development, program evaluation and an understanding of best practices in prevention, early intervention, diversion and juvenile delinquency.

The Juvenile Supervision Center (JSC) provides supervision and referral services to male and female adolescents aged 10-17 who are picked up by law enforcement officers in Minneapolis and the first ring suburbs for truancy, curfew, and low level offenses that do not meet the admission criteria of the Hennepin County Juvenile Detention Center. This initiative is jointly sponsored by the City of Minneapolis, Hennepin County and the Minneapolis Public Schools District 1. Hennepin County provides 64% of the funding with the remaining 36% being provided by the City and the Minneapolis Public Schools (MPS). The Center is housed at City Hall adjacent to the Minneapolis Police Department Juvenile Unit and is operated by The Link, a community based organization. The JSC is open 24 hours per day, 365 days per year. Youth brought to the Center are assessed for juvenile delinquency risk factors, reconnected with their families and when appropriate, connected to community and government resources to help address the needs that led to the youth being brought to the JSC.

Primary services include:

- A safe supervised environment until the young person can be returned to an appropriate and safe environment, like a parent or guardian.
- Screening and assessment that examines demographics, police contacts, family circumstances, school experiences, housing, personal health and mental health. If appropriate, youth are assessed for their risk of future criminal activities. Staff at the center will gather information from a variety of sources, including Hennepin's data sharing system that includes contacts with social services and corrections, to coordinate appropriate services.
- Immediate intervention so the young person has a safe place to go and the parents or guardians understand what is happening and their responsibilities and rights. The family may need mediation services to resolve issues between the youth and adults, and other services to help prevent further interaction with the legal system may be recommended.
- Follow up and aftercare for the youth may include short-term counseling, referrals to community agencies and government services, or case coordination that could include several contacts with center staff.

The Center serves approximately 2800 youth annually. The majority of the youth served are between the ages of 15-17 years old, male and African American. The top six violations are: curfew, truancy, theft, assault, runaway and disorderly conduct.

## **Key Objectives and activities for the JSC Consultant:**

The role and the mission of the JSC have evolved since its inception in 1995. Programmatic adjustment has been made over time to respond to these changes. For example in May 2010, Hennepin County department of Research, Planning and Development conducted an evaluation of the program which validated the importance of having a safe and convenient place where police can bring youth who are apprehended for curfew, truancy and low level offenses. The study further identified that although 80% of the juveniles did not have a repeat visit to JSC, a significant number of the youth served through JSC escalated their offending within six months after the visit. In response to this report, the work group has provided technical assistance to our vendor The Link in modifying their case management model and have been meeting with staff from schools, corrections, probation and truancy to proactively trouble shoot issues and make further modifications to our service model.

The current Joint Powers Agreement which governs the JSC will end in December 2016. The role of the consultant will be to evaluate the current operations and structure and provide the JSC work team and the Joint Powers Board with recommendations for serving this population beyond 2016. A key outcome will be to look at ways to better align the work of the JSC with the goals and recommendations of the City of Minneapolis Youth Violence Prevention Blueprint, Hennepin County Juvenile Detention Alternatives Initiative and Minneapolis Public Schools Strategic Plan. Another key outcome is to determine if a service like JSC is needed within the continuum of youth prevention and intervention services to preempt further and more serious criminal involvement. The questions and activities to be addressed are as follows:

### **Activities**

1. Is there still a demand and need for a 24 hour drop off center for curfew, truancy and low level offenders? How does this work complement or duplicate other initiatives or programs serving this population?
2. The program provides screening, crisis intervention and case management services to youth picked up by law enforcement and dropped off at Center for low level offenses. Based on analysis of best practices and models nationwide for juveniles at risk for contact with criminal system, is this model the most effective for serving this population?
3. How can the current operational structure be improved to maximize efficiency and be most responsive to the population served? How should the program be staffed?
4. Is the JSC being properly utilized by Minneapolis Police Department and suburban police? What type of training and information is needed to ensure Center is being properly used?
5. Is there enough activity from charter schools, suburban schools and suburban police to request that other jurisdictions support this project financially? What will their involvement look like and what impact will that have on the program?
6. Is the membership and structure of the Joint Powers Board and work team appropriate to support the JSC operations?

7. What funding mechanisms should be in place and sources of continued funding?

The work of the Consultant will be informed by the Joint Powers agreement, previous evaluation studies, and data reports from The Link, financial analysis, interviews with members of the JSC work team, and research on best practices for serving this population. This person will report to a designated staff person at the City of Minneapolis Department of Health and Family Support and will meet as needed with the JSC work team.

### **Deliverables**

1. Written comparative analysis of Minneapolis YVP Blueprint, JDAI reports and MPS strategic plan to determine points of alignment with JSC population.
2. Written analysis of recent evaluation reports and population currently being served to determine gaps in service delivery or opportunities for growth.
3. Summary report with local analysis, literature review, findings and recommendations for continuance of program with modifications for improvement; or elimination of current program and recommendations for new model design and stakeholders that should be involved in development and implementation.

### **Budget and Timeline**

The total budget available is \$35,000. The contract will begin in August and will conclude on December 31, 2012. These funds must be expended by December 31, 2012 as the deadline cannot be extended.

## **II. APPLICATION INSTRUCTIONS**

### **Proposal Format**

#### **A. Identifying Information**

Complete the requested information on the proposal cover sheet (Section V).

#### **B. Proposal Narrative**

Please provide a maximum five (5) page narrative with the following information:

1. Summarize your experience doing program assessments, needs assessments, evaluation and research.
2. Detailed description of your experience working in the areas of youth development, youth intervention programming, asset development and/or juvenile delinquency. Please describe any experience in community based programming designed to address/reduce racial disparities in juvenile justice systems.
3. Provide a brief summary of how you would propose to do this project.
4. Provide a complete budget for your proposal. All expected expenses for provision of services (parking, mileage, insurance etc.) must be included in the proposed rate.

#### **C. Resume**

Provide resume or curriculum vitae of primary consultant (s).

## **D. References**

Provide at least two (2) references from projects similar in scope to what is outlined in this RFP. References with descriptions of projects should be attached separately (not counted against the five page maximum).

Complete applications will include:

1. Cover Sheet
2. Proposal narrative with expected costs
3. Resume or CV
4. References

Responders may be interviewed by representatives of the Juvenile Supervision work team. Interviews will be conducted between the dates of July 24-26, 2012.

### **The timeline for the application process will be as follows:**

Pre-proposal conference: July 11, 2012

Written questions due: July 12, 2012

Deadline for Applications: 4:00 p.m. July 20, 2012

Responder Interviews, if needed: July 24 – July 26, 2012

Award and declination letters sent: July 30, 2012

Expected contract initiation date: August 6, 2012

## **III. REQUIREMENTS FOR A CITY CONTRACT**

Please review carefully the attached General Requirements, and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers Compensation, General Liability, and Commercial Auto Liability. Professional Liability may be required depending on type of services that will be provided. Failure to maintain required insurance coverage may result in contract termination. Individual consultants may be required to document personal auto coverage.

An agency selected to provide consulting services may be required to submit financial and other administrative documents.

## **IV. Proposal Review Criteria**

Proposals will be reviewed by the Juvenile Supervision work team committee which includes representatives from Minneapolis Department of Health, Minneapolis Police, Hennepin County attorney's office, Hennepin County probation, Hennepin County Human Services and Minneapolis Public Schools. Proposals will be reviewed according to the following criteria:

- Qualifications and experience of applicant, including a review of references
- Cost of services

Select applicants may be invited to an interview. Contract awards will be made by August 6, 2012.

**V. MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT**

**PROPOSAL COVER SHEET**  
Juvenile Supervision Center Consultant

Applicant Name:
Address:
Telephone Number:
Fax Number:
Email address:
Person authorized to sign contracts (for agency applications):

Contact Person Name and Title (if different from above):
Telephone Number:
E-mail address of contact person:

Agency Federal ID# if applicable: (Do not provide Social Security number)
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- Documents attached:
- \_\_\_\_\_ Proposal Narrative and Budget (5 page maximum)
  - \_\_\_\_\_ Resume
  - \_\_\_\_\_ References (minimum 2)

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

(Revised - 03/2012)

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

### 1. **City's Rights**

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

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

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

### 3. **Equal Opportunity Statement**

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

### 4. **Non-Discrimination**

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

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

## 5. Disability Compliance Requirements

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

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

## 6. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with 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](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

**19. Applicable Law**

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

**20. Conflict and Priority**

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

**21. Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at: [http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert\\_282125.pdf](http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf)

**22. Billboard Advertising**

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

**23. Conflict of Interest/Code of Ethics**

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

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person", "lobbyist" or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

**24. Termination**

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

**25. Ownership of Materials**

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

**26. Intellectual Property**

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

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

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

**27. Equal Benefits Ordinance**

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

construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

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

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/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](http://www.govcontracts.org) or by calling 612 673-2112