



DATE: NOVEMBER 7, 2012

TO: CONSULTANTS AND AGENCIES WORKING IN
THE AREA OF YOUTH VIOLENCE PREVENTION

FROM: MINNEAPOLIS DEPARTMENT OF HEALTH
AND FAMILY SUPPORT

RE: REQUEST FOR QUALIFICATIONS FOR A
CONSULTANT TO DEVELOP A YOUTH
VIOLENCE PREVENTION STRATEGIC PLAN

REQUEST FOR QUALIFICATIONS: Strategic Planning Consultant

The enclosed materials provide information that will guide the application process for responding to this Request for Proposals for a part-time consultant to coordinate the work of a strategic planning grant to develop a comprehensive, citywide Youth Violence Prevention Strategic Plan that will serve young people ages 10 to 24 who reside in Minneapolis. This work will build upon the foundation of the current plan, the *Blueprint for Action: Preventing Youth Violence in Minneapolis* http://www.minneapolismn.gov/www/groups/public/@health/documents/webcontent/convert_278139.pdf. The current plan is a framework for coordinating multi-sector efforts and could be enhanced by a strategic planning process, and updated to include action items that focus on the unique needs of cultural communities, and include improved coordination with enforcement and re-entry strategies. This position will coordinate the planning process, convene workgroups, gather research and develop recommendations, and draft strategic plan. Services are to be provided between December, 2012 and May, 2013 at a cost not to exceed \$15,000.

The Request for Qualifications includes:

- I. Introduction and background for the RFQ
- II. Application instructions
- III. Proposal review criteria
- IV. Requirements for a City contract
- V. Proposal Cover Sheet
- VI. City General Conditions for Request for Qualifications

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.

The timeline for the application process will be as follows:

Deadline for applications: 4 p.m. on Monday, November 19th, 2012
Responder interviews, if needed: Week of November 26th
Award and declination letters sent no later than: November 30th
Date contract begins: early December, 2012

The application and attachments must be submitted electronically by no later than 4 p.m. on Monday, November 19 to:

Health.familysupport@minneapolismn.gov

Please use the subject line of: Blueprint for Action Strategic Planning Consultant

Proposals submitted after the deadline may not be considered.

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. 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 QUALIFICATIONS FOR A YOUTH VIOLENCE PREVENTION STRATEGIC PLANNING CONSULTANT

I. INTRODUCTION

The Minneapolis Department of Health and Family Support is inviting interested parties to submit proposals for a consulting contract with the City of Minneapolis *Blueprint for Action to Prevent Youth Violence* initiative. The contract is for a seven month period beginning in December of 2012 and ending in May of 2013. Eligible applicants are those individuals or non-profit agencies with significant experience in strategic planning, youth violence prevention, juvenile justice and youth development and stakeholder processes including staffing a council, committee or board, and have excellent verbal and written communications skills.

Background

The Strategic Planning Consultant will coordinate a strategic planning process with the Minneapolis *Blueprint for Action to Prevent Youth Violence* initiative as part of an award from the National Forum on Youth Violence Prevention (<http://www.findyouthinfo.gov/youth-topics/preventing-youth-violence>). The National Forum on Youth Violence Prevention is a network of communities and federal agencies that work together, share information and build local capacity to prevent and reduce youth violence. Established at the direction of President Obama in 2010, the Forum brings together people from diverse professions and perspectives to learn from each other about youth and gang violence in the U.S and to build comprehensive solutions on the local and national levels. Participating Federal agencies include the Departments of Justice, Education, Health and Human Services, Housing and Urban Development, Labor, and the Office on National Drug Control Policy. The Forum's first set of participating communities includes Boston, Chicago, Detroit, Memphis, Salinas, and San Jose, and in 2012 have expanded the forum to include 4 additional cities, including Minneapolis. This status will provide the City with opportunities for training and technical assistance in completing a strategic planning process and coordination with other member communities in preventing youth violence.

Background on the Blueprint for Action

During a spike of juvenile crime from 2003 to 2006, the Mayor, city officials and community leaders recognized that juvenile crime cannot be eliminated by merely arresting juvenile offenders. In November 2006, the Minneapolis City Council declared youth violence as a public health issue and directed city staff to draft and implement a plan that engages the community to address the root causes of youth violence. In January 2007, Minneapolis Mayor R.T. Rybak and the City Council created the Youth Violence Prevention Steering Committee, comprised of leaders from diverse sectors including public health, police, parks, public schools, county corrections and probation, researchers and the university, faith based and community organizations, safety experts, to create and oversee the implementation of a multi-faceted, multi-sector, multi-year youth violence prevention plan. The resulting plan was entitled *Blueprint for Action to Prevent Youth Violence*. The Minneapolis Department of Health and Family Support (Health Department) is the lead agency for the *Blueprint for Action Youth Violence Prevention* initiative in Minneapolis and is connected to youth violence prevention efforts citywide.

The *Blueprint for Action* advances a multi-pronged, multi-year effort with the belief that youth violence is both addressable and preventable. The designation of youth violence as a public health issue complements the more traditional view of the problem as a criminal justice concern. The Blueprint maintains four goals and a series of 34 recommendations that provide the operational basis for the Blueprint.

Goal 1: Place a trusted adult in the life of every child

Goal 2: Intervene at the first sign of risk

Goal 3: Rehabilitate youth

Goal 4: Unlearn the culture of violence

In addition the *Blueprint for Action* has served as a platform for significant systems change and resource allocation in a coordinated manner. Among the achievements:

- **SPEAK UP Tip Line** – Launched confidential tip line for Minneapolis youth and young adults to call or text in the threat of weapons in the community.
- **StreetReach** – Engaged youth who exhibited signs of at-risk behavior for violence and other negative situations. Services included mentoring, and providing resources, recreational activities and other positive adult connections during summer months.
- **Expanded summer hours at parks** – Helped leverage resources to expand hours at parks in 9 neighborhoods that were prone to greater levels of violence.
- **Leveraged resources** – In 2008 & 2009 leveraged \$514,000 of Empowerment Zone funds to 9 community organizations to support several youth development initiatives including employment opportunities for youth, parent support programs, Youth are Here Buses, and teen pregnancy prevention programs.
- **Hospital protocol** – Launched a protocol with two Trauma 1-level hospitals to intervene and provide psycho-social assessments within 24 hours to every youth aged 10-24 presenting a violent injury to the emergency room. Patients are then connected with appropriate community-based organizations.
- **North4** – Launched a pilot employment program for gang affiliated youth who had trouble gaining employment due to their criminal background. Program helps employ and rehabilitate former offenders interested in making a change in their life.
- **Youth Violence Prevention Toolkit** – Created a toolkit for parents and community members to use throughout the year as a means of continuing the dialogue on the necessity of preventing juvenile violence.
- **Engagement Zones and Center of Excellence** – Partnered with the University of Minnesota to leverage assets at the University for the establishment of a Center and to help implement the Blueprint in target neighborhood.
- **Youth Violence Prevention Act of 2009** – Successfully lobbied for the passage of state legislation which declared youth violence a public health issue statewide and created 3 additional pilot sites in Minnesota to be modeled after the Blueprint.
- **Gang Assessment Report** – Conducted an assessment of the capacity of organizations to engage and address gang-affiliated youth in four neighborhoods that had the highest rates of violent and gang crime.
- **B.U.I.L.D.** – Gang prevention and healthy youth development curriculum that is intended to increase street-based outreach focusing on specific high-risk neighborhoods

The Minneapolis Department of Health and Family Support will use a four-step process to develop a comprehensive, citywide youth violence prevention strategic plan that will serve young people ages 8 to 24 who reside in Minneapolis. This will build upon the foundation of the current plan, the *Blueprint for Action*. The current plan is a framework for coordinating multi-sector efforts, and will be enhanced by a strategic planning process, updated to include action items that focus on the unique needs of cultural communities, and include improved coordination and strategies in the areas of prevention, intervention, enforcement and re-entry.

Key Objectives and Activities for the Blueprint for Action Strategic Planning Consultant:

The *Blueprint for Action* strategic planning consultant will coordinate a strategic planning process by working with the City of Minneapolis department of Health and family support staff, Mayor's office, City departments, and community and governmental organizations. The *Blueprint for Action* strategic planning consultant will be funded by a grant from the Office of Juvenile Justice and Delinquency Prevention as part of the National Forum on Youth Violence Prevention. Strategic planning consultant will assist city staff with the planning, execution and follow up for up to five youth violence prevention executive committee meetings and 12 plan development work group meetings. The strategic planning consultant will be responsible for creating meeting agendas; facilitation of the meetings with youth violence prevention staff; summarizing and follow up of key outcomes and meeting notes; writing drafts; and writing the final strategic plan with youth violence prevention staff. Strategic planning process steps will follow the National Forum's Strategic Planning Toolkit for Communities <http://www.findyouthinfo.gov/youth-topics/preventing-youth-violence/strategic-planning-toolkit/make-plan>. Specific activities are outlined below.

Activities:

- Develop strategic plan outline and timeline of activities, establish meeting objectives using appropriate format options, create a detailed agendas
- Moderate and manage workgroup discussion dynamics, group focus and engagement. develop and implement tactics to encourage participation, facilitate group to consensus and conflict resolution.
- Summarize input after meetings and clarify next steps, produce summary communications for constituents (youth violence prevention executive committee, workgroup participants, OJJDP, other localities and governmental groups, etc.)
- Integrate primary objectives and strategic planning framework of the National Forum on Youth Violence Prevention
- Help guide work of Executive Planning Committee and manage timeline
- Assist with developing a community engagement plan and review National Forum Technical Assistance Tools
- Assist with creating summative report on Blueprint's achievements and impact since 2008
- Convene up to five executive committee meetings and plan development and prepare content and produce summary materials
- Draft a formal youth violence prevention executive committee charter and a strategic plan outline
- Assist with identifying and recruiting stakeholders to participate in four plan development workgroups in the areas of prevention, intervention, reentry and enforcement and convene 3 meetings per workgroup

- Conduct a review of relevant youth violence prevention strategic plans of other cities
- Consult with Epidemiologist and Youth Violence Prevention Coordinator on development of plan objectives and measures for activities, develop short and long term plans for implementation
- Draft the strategic plan and assist in sharing plan with youth violence prevention executive committee and stakeholder groups for review and feedback.

City of Minneapolis Contributions

- Up to \$15,000 will be provided for completion of the above deliverables during a contract period from December, 2012 through May 31, 2013. Continuation of services past May 31, 2013 will be contingent upon additional program needs and the availability of funding.
- This contract will be managed by the Minneapolis Department of Health and Family Support.
- Typical program related costs such as printing, copying, graphic design, and meeting rooms will be provided by the City.
- Limited access will be provided to the city's computer system for purposes of scheduling meetings, facilitation of email communications with stakeholders, and access to Blueprint for Action documents.

Final Deliverables

- Engagement plan
- Summative achievements report
- YVP executive committee charter
- Strategic plan outline
- Work plan
- Review of youth violence prevention strategic plans
- Strategic plan
- Conduct 5 YVP executive committee meetings, agendas and notes
- Conduct 12 plan development workgroup meetings, agendas and notes

II. APPLICATION INSTRUCTIONS

PROPOSAL FORMAT

A. Identifying Information

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

B. Proposal Narrative

Please provide complete and concise information regarding your educational background and experience (3 page maximum):

1. Summarize your experience leading a strategic planning process particularly public/community partnerships and juvenile justice and or youth violence prevention initiatives, achieving results and meeting goals and objectives, research on best practices and data collection, and assisting in communicating the initiative to a broad range of stakeholders.
2. Describe your experience coordinating large scale stakeholder processes, including staffing a board or commission and developing and maintaining stakeholder relationships, stakeholder communication, coordinating with chairs to plan and debrief meetings, preparing meeting agendas and materials, and facilitating meetings.
3. Describe your experience partnering with government or with a local governmental body such as the city of Minneapolis or others on juvenile justice and or youth violence prevention strategies.
4. Explain your experience in technical writing such as reports, strategic plans, or proposals, and provide at least two samples.
5. Describe your experience to date with the City of Minneapolis Blueprint for Action to Prevent Youth Violence Initiative.

C. Expected Costs

Indicate proposed cost for services, assuming a minimum of 20 hours per month. All expected expenses for the provision of services (parking, mileage, insurance, etc.) must be included in the proposed hourly rate. (one page maximum not counted against the three page maximum)

D. Resume

Please attach your resume or CV (not counted against the three page maximum)

E. References

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

F. Other

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

A complete application will include:

1. Cover Sheet
2. Proposal Narrative (3 page maximum)
3. Writing Samples (minimum of two)
3. Expected Costs (1 page maximum)
3. Resume or CV
4. References (minimum of two)

Responders may be interviewed by representatives of the City of Minneapolis and Department of Health and Family Support. Interviews would be conducted the week of November 26.

III. PROPOSAL REVIEW CRITERIA

Proposals will be reviewed by an evaluation committee that will include representatives from city departments. Proposals will be reviewed according to the following criteria.

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

Contract award will be made by early December, 2012.

IV. REQUIREMENTS FOR A CITY CONTRACT

Please review carefully the attached General Conditions for Request for Qualifications, and particularly the insurance requirements (pages 11 and 18). All agencies receiving a contract must comply with insurance requirements 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 will be required to document personal auto coverage.

V. MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

**PROPOSAL COVER SHEET
Blueprint for Action Strategic Planning Consultant**

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

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

Agency Federal ID#: <small>(Do not provide Social Security number unless requested)</small>
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- Documents to be submitted electronically:
- _____ Proposal Narrative (3 page maximum)
 - _____ Writing samples (minimum of two)
 - _____ Expected Costs
 - _____ Resume or CV
 - _____ References (minimum of two)

General Conditions for Request For Qualifications (RFQ)

(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). 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.

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

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

28. Cardholder Data and Security Standards

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

29. Small & Underutilized Business Program (SUBP) Requirements

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors, and to redress the discrimination in the City's marketplace against minority-owned business

enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.50, applies to any professional, technical and service contract over \$100,000. Goals are set on proposals based on project scope, subcontract opportunities and projected availability of SUBP firms.

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

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

INSURANCE REQUIREMENTS

The following are the insurance requirements for the Contractor. Please fill in a-d. Contractor shall **check one box under each insurance area and sign at the bottom**. Please note: **no changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

a) 1. Worker's Compensation insurance that meets the statutory obligations.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Contractor has no employees and will not have any during the life of the Contract.

2. Workers Compensation insurance for non-employees providing services under this Contract (i.e., subcontractors). **Contractors are assuming full Workers Compensation coverage for uninsured sub-contractors.**

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Contractor or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

b) Commercial General Liability insurance. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Contractor assumes full responsibility for any and all damages that occur as a result of this Contract.

c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Contractor's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Contractor will not drive any automobiles while performing services under this Contract.

d) Professional Liability Insurance providing coverage for the claims that arise from the errors of Contractor or its consultants, omissions of Contractor or its consultants, failure to render a professional service by Contractor or its consultants, or the negligent rendering of the professional service by Contractor or its consultants. The insurance policy must provide the protection stated for two years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Contractors providing service under this Contract who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Contractor's acts, errors or omissions.

Contractor Name (printed) _____

Contractor Authorized Signature _____ Date _____