

# Request for Proposals

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

## **Leasing and Operation of Paid Advertising Programs in the City Owned Parking Facilities and Internal Skyways**

**RFP 2016-49 Issue Date: April 4, 2016**

**Proposals Due by: Thursday, May 12, 2016 at 4:00pm**

April 4, 2016

To whom it may concern:

Attached is a Request for Proposal for leasing and operation of paid advertising programs in the City owned parking facilities and internal skyways in downtown Minneapolis.

Please consider submitting a proposal for providing these services if your firm meets the qualifications as outlined in the attached Request for Proposals (RFP). Please review the RFP and its attachments for details.

Proposals are due by 4:00 PM on Thursday, May 12, 2016. A pre-proposal conference will be held at the Hawthorne Transportation Center at 33 North 9<sup>th</sup> Street, Room 100, Minneapolis, MN 55403 on Monday, April 18, 2016 at 1:00pm.

Thank you for your consideration.

Sincerely,

Jon Wertjes  
City of Minneapolis, Public Works  
Traffic & Parking Services  
350 S. 5<sup>th</sup> Street, Room 203  
Minneapolis, MN 55415-1316

# Table of Contents

## Table of Contents

PROPOSAL INVITATION, PROCESS, AND REQUIREMENTS .....	4
<b>I. INVITATION</b> .....	4
<b>II. PRE-PROPOSAL CONFERENCE</b> .....	4
<b>III. PROPOSAL DUE DATE and LOCATION</b> .....	4
<b>IV. PROPOSAL FORMAT</b> .....	5
<b>V. EVALUATION OF PROPOSALS</b> .....	6
<b>VI. THE PRESENTATION REQUEST – (If required) - Each Contractor</b> .....	7
<b>VII. SCHEDULE</b> .....	7
<b>VIII. CONTRACT</b> .....	7
<b>IX. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:</b> .....	7
<b>X. REJECTION OF PROPOSALS</b> .....	8
<b>XI. ADDENDUM TO THE RFP</b> .....	8
ATTACHMENT A.....	9
<b>RFP Terms &amp; Conditions</b> .....	9
General Conditions for Request For Proposals (RFP) .....	9
1. City's Rights .....	9
2. Equal Opportunity Statement.....	9
3. Insurance .....	9
4. Hold Harmless.....	10
5. Subcontracting.....	11
6. Assignment or Transfer of Interest.....	11
7. General Compliance .....	11
8. Performance Monitoring .....	11
9. Prior Uncured Defaults.....	11
10. Independent Contractor .....	11
11. Accounting Standards .....	12
12. Retention of Records.....	12
13. Data Practices.....	12
14. Inspection of Records.....	12
15. Living Wage Ordinance .....	12
16. Applicable Law .....	13
17. Conflict and Priority.....	13
18. Travel .....	13
19. Billboard Advertising.....	13
20. Conflict of Interest/Code of Ethics.....	13
21. Termination, Default and Remedies.....	14
22. Ownership of Materials .....	14

23. Intellectual Property .....	14
24. Equal Benefits Ordinance.....	15
25. City Ownership and Use of Data.....	15
26. Small & Underutilized Business Program (SUBP) Requirements .....	16
ATTACHMENT B .....	17
<b>SCOPE OF SERVICES</b> .....	17
Advertising Program Requirements.....	17
<b>Scope Statement</b> .....	20
EXHIBIT A .....	21
Initial Wall Lease Locations For The Skyway Advertising Program for The City of Minneapolis.....	21
EXHIBIT B.....	22
Downtown Minneapolis Skyway System Map.....	22

# **REQUEST FOR PROPOSALS**

## **FOR**

### **LEASING AND OPERATION OF PAID ADVERTISING PROGRAMS IN THE CITY OWNED PARKING FACILITIES AND INTERNAL SKYWAYS**

#### **PROPOSAL INVITATION, PROCESS, AND REQUIREMENTS**

- I. INVITATION:** It is the intention of the City to solicit proposals from “out-of-home” advertising contractors to operate a paid advertising program in the City of Minneapolis owned parking facilities and skyways.

The system and locations will support advertising display units in our ramps and adjoining skyways. Due to area development, the traffic has increased since our last study and has the potential to continue to increase with offerings of more potential for this program.

City owned ramps and skyways are located downtown offering advertising opportunities through constant pedestrian traffic which reaches a diverse set of potential customers. Minnesota’s extreme weather allows our skyway system to be a resource for people who choose the comfort of a controlled environment. People using the skyway system consist of stadium event attendees, visitors, employees, and business owners.

Historically, advertising display panels in the ramps and skyways generate significant amounts of annual revenue. With developments like Target Field, the Convention Center, many historic theaters, restaurants, and the new US Bank Stadium, more and more opportunities are present. We invite you to serve your customers by marketing to consumers while in the downtown area.

- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on **April 18<sup>th</sup>, 2016** at the Hawthorne Ramp Office at 33 N 9<sup>th</sup> Street, Room 100, Minneapolis, Minnesota 55403. All potential Contractors are encouraged to attend.
- III. PROPOSAL DUE DATE and LOCATION:** The Contractor shall submit **an electronic copy of the proposal** to [RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov) and **five (5) hard copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for:  
LEASING AND OPERATION OF PAID ADVERTISING  
PROGRAMS  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), Thursday, May 12, 2016**

**NOTE: Late Proposals may not be accepted.**

**IV. PROPOSAL FORMAT:** The Contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”.

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

1. Executive Summary - The Executive Summary should include a clear statement of the Contractor’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
2. Company Background - Experience and Capacity – State company name, description and Tax ID number. Describe background, experience in “out-of-home” advertising to include sign design, installation and maintenance, ad sales, and account management. A statement of capacity demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
3. Describe existing relationships with potential national and local advertising accounts.
4. Describe your company’s familiarity with the downtown Minneapolis markets in relation to the location of the advertising in the City’s parking/skyway system.
5. Personnel Listing – Proposal must include the list of involved individuals with resumes and specific applicable experience. Sub-contractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Scope of Services Provided:
  - a. Describe scope of services and approach to program. Address installation, advertising sales approach, recommended ad production process, ad rotation, public service advertising, unit maintenance and security;
  - b. List the manufacturing specifications (size, weight, color, materials, and electrical display units). Include estimated cost per unit;
  - c. Provide proposed advertising rate sheet and productions specifications. Include ad format, size, color capabilities, rates, CPM estimates, discounts, commissions and estimated production costs;
  - d. List proposed number of display units by location; and
  - e. Provide schedule for unit installation and first ad posting.
7. Costs - Submit gross annual revenue projections. Include average realized price per ad (after discounts and sales commissions), total number of units, and projected sales capacity (% of available units sold).

State proposed percentage of gross revenues and/or flat fee minimums payable to the City of Minneapolis, based on the estimates provided in the above paragraph. List any additional revenue to be anticipated by the City.

8. Company Financial Information - Proof of financial responsibility, any bankruptcy filings by the contractor, its principles and officers during the previous seven years.
9. References - List references from contracts similar in size and scope. Include three industry related references.
10. Attached corporate financial statements of the previous three years.

**V. EVALUATION OF PROPOSALS – SELECTION OF CONTRACTOR:** Proposals will be reviewed by an Evaluation Panel made up of City staff and others selected by the City. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

1. Quality, thoroughness, and clarity of proposal.
2. Demonstrated understanding of and experience in operation of out-of-home advertising within and around similar environments.
3. Qualifications, background and experience of management, staff, account executives, and subcontractors (includes a review of references).
4. Degree in which the proposal and Scope of Services meets program objectives.
5. Financial responsibility and capacity of company showing financial responsibility and capacity of contractor to manage the program and meet revenue projections. Financial responsibility review includes whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
6. Organization and management approach and involvement for a successful project.
7. Small & Underutilized Business participation.
8. Strength of annual revenue projections and fees to City.

A formal Presentation/Interview may be requested

**VI. THE PRESENTATION REQUEST – (If required) -** Each Contractor will be allowed 30 minutes to give a presentation which contains the following elements:

1. Discussion of the Contractor’s approach to providing services for this Program based upon the Scope of Services described herein.
2. Overview of the Contractor’s experience as related to the Scope of Services, including qualifications and experience of assigned staff.
3. Other elements that the contractor may feel will identify the strengths within their company that would benefit the City as well as guarantee their success in contracting for this program.

The City will schedule and arrange for the presentations.

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

RFP Release	April 4, 2016
Pre-Proposal Conference	April 18, 2016; 1:00 PM
Questions on RFP Due by	April 22, 2016
Responses to Questions posted by	April 29, 2016
Proposals due by	4:00 PM on May 12, 2016
Estimated Presentations/Interviews	End of May or Early June
Estimated Contractor selection	June 2016
Estimated services start date	July 2016

**VIII. CONTRACT:** The contracting parties will be the City of Minneapolis and the Contractor selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of five (5) years with the option to extend the contract for five (5) additional years, if agreed upon by both parties.

**IX. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Contractor’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project.

Prospective responders shall direct questions *via email* to:

Contract Manager: Diana Saenger  
 Operations Analyst  
 Public Works Traffic & Parking Services  
 33 N. 9<sup>th</sup> Street, Room 100  
 Minneapolis, MN 55403  
 Email: diana.saenger@minneapolismn.gov

All questions are due no later than **4:00 pm, April 22, 2016**. Responses to the Questions will be posted by **April 29, 2016** on City’s RFP website at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

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

- X. REJECTION OF PROPOSALS:** The City reserves the right to reject any Contractor on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Contractor on the basis of the proposal submitted.
  
- XI. ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:  
<http://www.minneapolismn.gov/finance/procurement/rfp>  
The City reserves the right to cancel or amend the RFP at any time.

# ATTACHMENT A

## RFP Terms & Conditions

General Conditions for Request For Proposals (RFP)  
(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Contractor may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Contractor's suggestions.

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

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

### **2. Equal Opportunity Statement**

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

### **3. Insurance**

Insurance secured by the 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.

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.

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

**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.

**Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.

**Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

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

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

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

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

**5. Subcontracting**

The 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 Contract. 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.

**6. 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. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

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

**8. Performance Monitoring**

The City will monitor the performance of the 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 to cure such substantial performance 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.

**9. Prior Uncured Defaults**

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

**10. Independent 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 subcontractors 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 the Contractor.

**11. 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.

**12. 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 commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

**13. Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the Contractor's sub-contractors or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The 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(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, and Chapter 13 and as such are open for public review.

**14. Inspection of Records**

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

**15. Living Wage Ordinance**

The Contractor may be required to comply with the:  
“[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)”  
([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Contractor and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

**16. Applicable Law**

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

**17. 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).

**18. Travel**

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

**19. Billboard Advertising**

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

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

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

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

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

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Contractor may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay 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. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

## **22. Ownership of Materials**

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

## **23. Intellectual Property**

All Work produced by the Contractor under this Contract is classified as "work for hire" and upon payment by the City to the Contractor will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Contractor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. 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.

#### **24. 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/conve rt\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conve rt_261694.pdf)

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

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

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

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

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

order to exclude certain data.

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

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

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Contractor shall inform the Contract Manager to obtain authorization as stated under "Subcontracting" of the Terms and Conditions. Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

# ATTACHMENT B

## SCOPE OF SERVICES

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

Specifically, the City is seeking an experienced “out-of-home” advertising company to design, construct, install and maintain ad display units. In addition the contractor will develop the marketing materials, sell the advertising, and pay the City a percentage of the gross revenue and/or a flat fee.

There currently is advertising in the ramps and internal skyways owned by the City of Minneapolis. The current advertising consists of backlit panels. The lease and operation of the advertising program allows us to provide information, assist our partners with information, and to enhance the appearance creating an aesthetically pleasing environment for our parking and skyway users and customers. Our program must achieve the following objectives, in order of importance:

1. Generate positive annual net revenue streams to the City of Minneapolis from the sale of advertising in City-owned ramps and internal skyways.
2. Enhance the physical appearance of municipal ramps and skyways with advertising signage.
3. Require minimal staff time and no capital investment on behalf of the City.
4. Provide a public service to non-profit organizations by providing complimentary ad space when available.

### **Advertising Program Requirements**

#### **1. Contractor Qualifications**

The contractor shall have experience in “out-of-home” or outdoor advertising, established relationships with national as well as local advertising accounts, and an existing sales force of experienced professionals.

#### **2. Target Audience**

The ad display units shall be targeted primarily at the pedestrians in the ramps and skyways on a location by location basis.

#### **3. Available Ramps**

See Exhibit A attached.

The following ramps may have the requisite traffic counts to support paid advertising:

The following city owned ramps are: 11th & Marquette Ramp; Convention Center Plaza and Skyway; Government Center Ramp; Jerry Haaf Memorial Ramp; Hawthorne Transportation Center; Leamington Ramp; and the 10<sup>th</sup> & Hennepin Ramp.

#### **4. Available Skyways**

See Exhibit B attached.

#### **5. Limits regarding advertising in city owned skyways**

Advertising shall not be installed in skyway bridges.

So as to not permit an extensive amount of advertising to exist within any one skyway corridor, total advertising square footage in any internal corridor shall not exceed 25% of the available wall surface inclusive of any backlit ad panel(s).

So as to not obscure or diminish the purpose of Blue Water directional sign system within the skyway system, advertising shall not be hung or affixed to the ceiling of any internal corridor except where it is installed within two inches parallel in front of a wall surface.

So as to reinforce the temporary nature of the advertising within any skyway corridor, in general, advertising shall not be installed for more than 30 consecutive days. On an individual basis, the contractor may request the City to extend to up to 60 days, if the ROI is beneficial. The City of Minneapolis reserves the right to reject any proposed time frames.

Due to the purpose of the Convention Center, all ad campaigns in Convention Center Skyways will be reviewed and approved by the City as well as the Convention Center Skyway Advertising Committee. A combined approval is required.

#### **6. Sign Locations**

To reach maximum ramp audiences, display units shall be located near elevator banks on skyway and street levels only. To avoid hazardous distractions to drivers inside the ramp, units shall not be located in driving lanes or helixes. Until traffic counts for stair usage are documented for each ramp, units should not be posted in stairwells. The City of Minneapolis reserves the right to reject any proposed sign locations.

To reach maximum ramp audiences, units shall be located in internal skyway lobbies, along selected non-window connecting corridors, and at the top and bottom of selected escalators. The City of Minneapolis reserves the right to reject any proposed advertising medium type on windows, and/or doorways and determination will be based on safety and/or wayfinding objectives and requirements.

#### **7. Acceptable Ad Formats**

The ad format must correspond to a standard advertising size to attract national and agency accounts and make it easy for all advertisers to adapt existing ads to this medium. All

display units shall be the same size to facilitate monthly ad rotation. Panel display sizes can be approximately: Bus Shelter (approximately 4' x 6'); Skyway displays (6' x 3', 2' x 3', or 2.5' x 4'); are acceptable. Requests can be made to the City for other sizes. The City of Minneapolis reserves the right to reject any proposed ad medium size.

Additional ad mediums that include custom graphic wall decals and removable vinyl wall, floor, or window graphics can be proposed to the City of Minneapolis and will be approved on an individual basis based on location, type, purpose. The City of Minneapolis reserves the right to reject any proposed advertising medium type.

Digital Ad Screens containing ad mediums in the format of Pre-Roll Video Ads, Banner/Display Ads, Social Media Ads, and other different marketing types and platforms may become available over the course of lease agreement. These marketing platforms and type will be reviewed as they are requested by lessee on a case by case basis for approval per the terms of the executed agreement, prior to utilization in the City-owned and managed skyways. Digital media in display units will be locally programmed but controlled by a single hard drive located on site and the system must be constantly monitored by the contractor. The City of Minneapolis reserves the right to reject any proposed advertising medium type.

## **8. Unsold Space**

The contractor is encouraged to offer unsold ad space at no cost (except production) to 501 (c)(3) or (c)(4) non-profit organizations on a space-available basis. Skyways maps may be posted in the same manner. Contractors shall bear primary responsibility for its offers of unsold space and shall submit and develop a set of requirements for accepting or rejecting requests for unsold space. These requirements shall be submitted with the RFP response delivered to the City.

## **9. Content Restriction**

The City reserves the right to restrict the type of advertising that the contractor will accept on its behalf. These restrictions include tobacco, hard liquor, sexually explicit materials, and any other type of advertising the City deems as inappropriate. The City also reserves the right to reject or pull any add that the City deems as inappropriate of offensive, contain product messages in direct competition to products or services of adjacent businesses, or are slanderous or demeaning. The City encourages its solicited contractor to research and establish policies on content to avoid ads which are partisan.

## **10. Display Units**

The contractor shall own all the static and digital display units. The cost of installation and on-going maintenance, upkeep and replacement shall remain at all times, the obligation of the contractor. Display unit design must be non-obtrusive, attractive, uniform, and pre-approved by the City. Advertising display units do not need to match existing street, information or map units in ramps or skyways.

All units shall be backlit to be readily seen, enhance the appearance of the ramps and internal skyways, and attract the broadest national and local advertiser base.

## **11. Ad Prices**

Ad prices shall be competitive with other local out-of-home advertising options which may include skyway panels, digital display ads, bathroom signs, bus shelter displays and bus sides. Prices should be based on a standard, cost-per-thousand (CPM) formula.

## **12. Interest of Members of City**

The contractor agrees that 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.

## **13. Contract Incorporation of Proposal Contents**

The contents of the Proposal and any clarifications or modifications to the contract thereof submitted by the successful proposer may, at the City's option, become part of the contractual obligation and be incorporated by reference into the ensuing contract

## **14. Term and conditions of Contract**

The City will consider an exclusive contract of up to five years. In addition, the City will negotiate contractual items which include a reporting format, payment schedule, interpretation of nonperformance, breach assignment or sale of contract rights, and contract termination. In the event that the contractor fails to fulfill its contract, cannot generate sufficient revenue, or goes out of business, the City shall require the contractor to bear the costs of removing the units and restoring the walls or agree to sell the units to another contractor selected by the City.

At the end of the contract term, as required by the City of Minneapolis Procurement Policy, the City reserves the right to require the contractor, if not selected and awarded a new contract term, to remove the units and restore the walls, or agree to sell the units to another contractor selected by the City.

## **15. Options**

To expand its revenue potential, the City may want to explore complimentary advertising ideas proven to be effective in other markets. Contractors may propose additional advertising services in their display advertising proposal.

## **Scope Statement**

The information outlined in this scope is a summary of program requirements and expectations. This summary information may be expanded in greater detail within the contract resulting from this RFP.

## EXHIBIT A

### Initial Wall Lease Locations for the Skyway Advertising Program for the City of Minneapolis

CITY OF MINNEAPOLIS AD LEASE SPACE INVENTORY LOCATIONS	
RAMP	Location Description
11TH & Marquette Ramp	111 Marquette Ave. Minneapolis, MN 55403
Convention Center Plaza & Skyway	117 South 12th Street, Minneapolis, MN 55403
Government Center Ramp	415 South 5th Street, Minneapolis, MN 55415
Haaf Ramp	424 South 4th Street, Minneapolis, MN 55415
Hawthorne Ramp	33 North 9th Street, Minneapolis, MN 55403
Leamington Parking Facility Ramp	1001 2nd Avenue South, Minneapolis, MN 55403
Hennepin @ 10th Ramp	935 Hennepin Avenue, MN 55403

# EXHIBIT B Downtown Minneapolis Skyway System Map

## State/Municipal Parking & Skyway System 2016

