

Request for Proposals



City of Minneapolis Health Department

**ENVIRONMENTAL LEAD ANALYSIS SERVICES
FOR THE LEAD AND HEALTHY HOMES PROGRAM**

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Proposals due by: Thursday, November 3, 2016 at 4:00PM

October 13, 2016

To whom it may concern:

Attached, is a Request for Proposal (RFP) for environmental lead analysis services for a one (1) to three (3) year period covering January 1, 2017 thru December 31, 2019. These services are needed for the Lead & Healthy Homes unit of the Minneapolis Health Department (MHD). MHD has a need for laboratory analysis for the metal lead in various types of environmental samples. Samples include dust wipes, water, soil, foods, cosmetics and medicines. MHD estimates a need of analyzing 4,000+ dust wipes, 200+ soil samples, 25+ water samples, and 50+ consumable products per year. Eligible applicants are organizations that meet the qualifications and meet City contracting requirements.

Please review the RFP for details and consider submitting a proposal for providing these services if your organization meets the qualifications and would like to be considered for providing these services. A pre-proposal conference call will be held on Wednesday, October 19th, 2016 @ 12pm CST. Dial in at: 1-877-685-5350 and enter passcode: 6126733557. Participation is not required, but it is encouraged for all organizations considering responding to this RFP.

Proposals are due by no later than 4 p.m. on Thursday, November 3rd, 2016.

We thank you for your consideration and look forward to hearing from you.

Sincerely,



Gretchen Musicant
Commissioner of Health

If you need this material in an alternative format please call the Health Department at 612-673-2301 or email health@minneapolismn.gov. 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 Health Department 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, llame al 612-673-2700; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac 612-673-3500

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**REQUEST FOR PROPOSALS
FOR
Environmental Lead Analysis Services**

I. INVITATION:

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select one qualified organizations (hereinafter referred to as the Organization) for providing Environmental Lead Analysis services (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment A), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Organization, City, and other parties involved in the Project.

It is the intention of the City to solicit proposals for the provision of environmental lead analysis over the three year period 2017-2019. The Organization(s) selected will analyze as many as 4,000+ dust wipe samples in addition to hundreds of other environmental samples for the metal lead per year of the contract. Eligible providers are organizations that meet the qualifications of the RFP and meet City contracting requirements.

- II. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal conference call will be held on October 19, 2016 at 12 p.m. CST for potential applicants. Dial in at: 1-877-685-5350 and enter passcode: 6126733557. While participation in this conference call is not required, it is encouraged for all organizations considering responding to this RFP because it will be the only opportunity to ask questions directly of staff. A summary of the questions and answers (Q&A) from the conference call will be posted on the City’s RFP website:
<http://www.minneapolismn.gov/finance/procurement/rfp>

- III. PROPOSAL DUE DATE and LOCATION:** The Organization shall submit electronic copies of their proposals to the City of Minneapolis Procurement Office e-mail at RFP.Responses@minneapolismn.gov, subject line of ENVIRONMENTAL LEAD ANALYSIS/HEALTH. Please submit proposal documents in PDF or Word format and as attachments to the email.

Hard copies of the Organization’s proposal may also be sent to the following address:

City of Minneapolis - Procurement
Request for Proposals for:
Environmental Lead Analysis
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (CST), November 3, 2016.**

Please Note: Late Proposals may not be accepted.

- IV. PROPOSAL FORMAT:** The Organization 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”.

Please review Attachment A, Scope of Services, for programmatic information and needs. Please review Attachment C, RFP Terms & Conditions, for all other City requirements. Please complete Attachment B, Environmental Lead Analysis Application, which is formatted to allow for easier comparison of proposals during evaluation. The application form is available as a fillable PDF at: <http://www.minneapolismn.gov/finance/procurement/rfp>.

The application includes contact information, Federal ID number, DUNS number and NLLAP number. If you do not have a DUNS number, you will need to obtain one from Dun & Bradstreet. Call D&B at 1-866-705-5711 or use the webform found at: <http://fedgov.dnb.com/webform>.

V. EVALUATION OF PROPOSALS – SELECTION OF ORGANIZATION: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Health and other City staff assistance as they might require. The City is looking for:

- A. Ability to provide the City with requested lab analysis services;
- B. Ability to provide the City with a variety of turn-around-times, with an emphasis on the quickest turn-around-time available;
- C. Cost of services;
- D. Ease for the City to deliver the environmental samples to the Organization.

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

RFP Release	October 13, 2016
Pre-Proposal Conference Call (see section II)	October 19, 2016, 12:00 P.M. CST
Questions on RFP Due by	October 21, 2016
Responses to Questions posted by	October 25, 2016
Proposals due by	November 3, 2016, 4:00 P.M. CST
Estimated organization selection	November 14, 2016
Estimated services start date	January 1, 2017
Estimated services end date	December 31, 2017

VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Organization 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 one year with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years contingent upon funding and performance.

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

Contract Director at health@minneapolismn.gov, subject line “*Lead Analysis Services RFP*”

All questions are due no later than **4 p.m. on Friday, October 21st**. Responses to the Questions

will be posted by **4 p.m. on Tuesday, October 25th** on the City's RFP website at:
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Director 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.

IX. REJECTION OF PROPOSALS: The City reserves the right to reject any Organization on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

X. 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

Scope of Services

Despite a Federal ban on lead-based paint in 1978, and leaded gasoline in 1996, childhood exposure to lead continues to be a serious public health issue. Because of a child's fast developing brain, exposure to lead can inhibit proper growth, resulting in a lifetime of learning disabilities, behavioral problems and decreased lifetime production and earnings.

With funding from local, state and federal sources the Minneapolis Health Department is seeking an accredited Organization (or multiple Organizations) to provide laboratory analysis for lead in environmental samples. The City will contract with the Organization beginning on January 1, 2017 lasting through December 31, 2019. The Organization must be accredited by the National Lead Laboratory Accreditation Programs (NLLAP) through the American Industrial Hygiene Association (AIHA) or the American Association for Laboratory Accreditation (A2LA).

The City conducts hundreds of environmental investigations annually regarding childhood lead exposure, with an expected need of 4,000+ lead dust wipe samples, 200+ lead in soil samples, 25+ lead in water samples and 50+ lead in consumer goods samples for each calendar year of the contract. At a minimum, the City expects the Organization to be able to provide the City with lead dust wipe analysis turn-around-times (TAT) of at least two varying rates; 5-day TAT and \leq 6-hour TAT.

Specifically the City of Minneapolis is seeking Organizations to:

- a. Provide the ability to analyze the requested environmental sample types;
 - Lead in dust wipes
 - Lead in water
 - Lead in soil
 - Lead in paint samples
 - Lead in cosmetics
 - Lead in food (spices, candy, canned foods)
 - Lead in metals

In addition to identifying the Organization's offered services, the Organization will also need to provide any available TATs for analysis of each sample type as well as the cost for each TAT.

- b. Provide courier services free of charge. If the Organization is local to Minneapolis area, the Organization will work with MHD to provide City staff a 24-hour drop off at the laboratory facility.
- c. Provide MHD with necessary supplies for sample collection at no charge. These supplies include, but are not limited to;
 - Lead dust sampling wipes
 - 50mL sample tubes
 - Water collection bottles
 - Chain of custody/requisition forms

If the Organization cannot provide all of the services listed above under item a, the Organization may subcontract one or more types of analysis; however, any subcontracting entity must be NLLAP or NELAP accredited. In addition, the Organization must provide the City, in writing, the intention of subcontracting along with the subcontracting entity's name and accreditation information and provide proof of Workers Compensation Insurance, see page 11 under the Insurance section.

ATTACHMENT B

Environmental Lead Analysis Application

Name of Applicant Organization:
Address:
Telephone Number:
Fax Number:
Person authorized to sign contracts:
Email address of authorized person:

Contact Person Name and Title:
Telephone Number:
E-mail address of contact person:

Federal ID#: _____
DUNS #: _____
NLLAP #: _____

Organization's Service Capacity:

1. Indicate whether the Organization has the ability and capacity in-house or through sub-contract to analyze the requested samples. Please keep in mind the stated volume in the Attachment A, Scope of Services. Also include any additional items that the Organization has the ability to analyze for lead concentration.

	In-house	Sub-contract
Lead in Dust Wipes		
Lead in Soil		
Lead in Water		
Lead in Paint Samples		
Lead in Cosmetics		
Lead in Food		
Lead in Metals		
Lead in.....		

2. Indicate potential turn-around-times (TAT) for sample types requested in Question #1, as well as the cost for each TAT. For lead in dust wipe analysis, the City will need at least one TAT option that is ≤ 6 hours.

Sample Type	TAT	Cost

3. Indicate how the Organization will assist the City will delivering samples to the laboratory, and what types of supplies will be provided.

4. Indicate the Organization's ability to perform sample analysis outside of regular business hours (i.e. Monday-Friday 8-5), or on weekends. Does the Organization have "on call" capabilities?

ATTACHMENT C

RFP Terms & Conditions

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

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

1. City's Rights

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

2. Equal Opportunity Statement

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

3. Insurance

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

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

subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

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

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

4. **Hold Harmless**

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

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

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

5. **Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to 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 Consultant shall pay all subcontractors for subcontractor's

undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

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

7. General Compliance

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

8. Performance Monitoring

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

9. Prior Uncured Defaults

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

10. Independent Consultant

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

11. Accounting Standards

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

12. Retention of Records

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

13. Data Practices

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

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

14. Inspection of Records

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

15. Living Wage Ordinance

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

16. Applicable Law

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

17. Conflict and Priority

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

18. Travel

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

19. Billboard Advertising

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

20. Conflict of Interest/Code of Ethics

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

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

21. Termination, Default and Remedies

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

City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

22. Ownership of Materials

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

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant 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 Consultant 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 Consultant 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 Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The

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

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

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

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

25. City Ownership and Use of Data

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

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

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

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

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

27. Small & Underutilized Business Program (SUBP) Requirements

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

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