

August 1, 2007

Vendor Name  
Vendor Address  
Vendor City, State Zip Code

To whom it may concern:

Attached is a Request for Proposal for internal complaint intake, investigation, and disciplinary processes audit services. These services are needed for the Minneapolis Police Department and to provide key policy and decision makers with objective feedback concerning strengths weaknesses, and recommendations for changes and improvements.

Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the attachment for details.

Proposals are due by August 31, 2007.

Thank you for your consideration.

Sincerely,

Timothy Dolan  
Chief of Police

# **Request for Proposal**

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**August 1, 2007  
City of Minneapolis  
Police Department**

**Proposals Due by: 4:00 p.m., August 31, 2007**

## 1. Opening Statement

The City of Minneapolis police department is soliciting proposals from qualified companies for evaluative services of its complaint, investigation, and disciplinary processes. The information gained through this evaluation will provide key policy and decision makers with objective feedback concerning the strengths and weaknesses of these processes and allow for recommendations for changes and improvements.

This includes a study of the organizational structure, complaint process, investigative process, procedural legality, integrity of process, and discipline process and outcomes. This review will be limited in scope to internal investigation of police misconduct complaints, not the investigation into critical incidents as defined by MPD policy.

## 2. Scope of Services

The services to be performed include an assessment of the function and operation of the Internal Affairs complaint process, specifically addressing how well it responds to internal and community concerns, as well as the civil liability standard for police conduct. The expected results should incorporate objective or subjective measures of Minneapolis police officer conduct, an evaluation of the current complaint process; and recommendations for improvements to our process.

The audit will review no more than the previous two years of Internal Affairs complaint data on record as of June 1, 2007.

Minimum qualifications for a proposer are:

- Must have demonstrated experience in conducting similar audits/evaluations of other law enforcement agencies' internal affairs processes.
- The inclusion of references from past clients is recommended.
- Must have experience in working with other law enforcement agencies as an employee or consultant.
- Must have knowledge of laws specifically related to internal affairs investigations including MN Government Data Practices Act, MN POST Board rules, MN Peace Officers Bill of Rights, MN Peace Officers Discipline Procedures Act (MN Statute 626.89), and relevant court decisions affecting internal police investigations including *Garrity* and *Gault*.
- Must have demonstrable knowledge of national best practices for internal police investigations as defined by professional police organizations including PERF and IACP.
- As this work would require vendor to have access to confidential data, the vendor must agree to be bound by the MN Government Data Practices Act in its storage, use, dissemination, and security with regard to such data and be willing to sign and adhere to a confidentiality agreement.

Vendor will be selected based upon ability to meet qualifications as outlined and thoroughness of proposals submitted.

### 3. Specific Tasks

The selected proposal will evaluate the objectives, procedures and outcomes of the Internal Affairs complaint process within structure of the police department, meeting the functional operation of a police officer within the City of Minneapolis

**Organizational Structure:** Consists of an examination of the MPD's organizational structure as it relates to IAU staffing, authority, mission, policies, performance standards, workload, and interaction with outside agencies such as the Civilian Review Authority, Civil Rights, and others. The audit should also include a review of all state statutes, city ordinances and department policies related to police oversight and review.

**Complaint Process:** Includes a thorough evaluation of how and in what forms complaints are received, intake policies, sorting and triage policies, information requirements, written and verbal language assistance, tracking process, whether forms and the intake process are overly burdensome to the community, whether all complaints are documented and in what form, and whether accommodations are available for non-English speaking complainants. It would also include an examination of procedures for reviewing and investigating lawsuits filed which allege police misconduct in order to capture incidents that may not follow the traditional citizen complaint process. Additionally, a review of the Police Conduct Incident Reports (PCIRS) for the previous two years should be conducted including random sampling of up to twenty five percent of files.

**Investigative Process:** An examination of complaint review, investigative procedures, how cases are prioritized and assigned, how investigators interact with complainants, interactions between investigators and accused officers as it relates to interviews, statements and *Garrity* issues. This examination would also include an assessment of the quality of investigations, whether investigators have access to necessary resources, confidentiality issues, and internal review processes. It would also include a review of IAU practices and procedures, receipt of complaints, public feedback, record keeping and investigator training. An audit of a random sample of completed IAU investigations should also be conducted.

**Procedural Legality:** An examination of whether IAU staff is thoroughly familiar with and appropriately applies provisions of the Peace Officer Discipline Procedures Act (Minn. Statute 626.89), whether there are mechanisms in place that assure *Garrity* is followed, whether IAU and its investigators are in compliance with Minnesota Government Data Practices Act relating to confidentiality of witnesses, investigative data, harassment data, private personnel data, and the limited scope of permissible disclosures pertaining to pending investigations. The audit should also include a review of the evidentiary standards used to sustain a case to assure that that they are consistent with legal standards and best practices.

**Integrity of Process:** An examination of the independence of IAU to conduct a thorough and complete investigation, whether investigators are removed from fear of repercussions to the maximum extent possible and whether investigators have a line of reporting that removes them from involvement with operational elements of the police department. This would also include an evaluation of the physical securities in place to assure and control privacy, confidentiality, and access to IAU offices and records.

**Discipline Process:** An examination of discipline patterns, consistency, and equity, timeliness of the discipline process, Policy and Procedure Inquiry (PPI) process, the role of management in the discipline process, whether discipline adheres to collective bargaining agreements, what the effect of labor agreements may have on the discipline process, steps in the process, and notification processes to assure officers and complainants are notified when discipline becomes final. It would also include an analysis of record keeping and retention and how progressive discipline is used in the process. Additionally, a review of how completed IAU and CRA cases are processed and whether there are any significant differences in how these cases are handled once received.

#### 4. Schedule

The following is a listing of key proposal and project milestones:

RFP Release	August 1, 2007
RFP Proposal questions due	August 14, 2007
Proposals due	4:00 PM on August 31, 2007
Estimated selection	September 28, 2007
Estimated contract approval	October 26, 2007
Estimated contract execution	November 2, 2007
Estimated services start	January 7, 2008
Estimated services end	March 31, 2008

Project timeline is dependent upon identified funding.

#### 5. Proposal Due Date and Location

RFP submittals are due by 4:00 p.m., **August 31, 2007**, at the following location:

**City of Minneapolis Procurement Division  
 552 Towle Building  
 330 Second Avenue South  
 Minneapolis, MN 55401-2211**

Late proposals may not be accepted and the envelope must be marked referencing the project: **Proposal for Police Department Internal Affairs Audit**. Contractors must supply five (5) copies of the proposal.

## **6. Department Contact / Requests for Clarification**

Prospective responders may direct questions in writing only to:

Deputy Chief Scott Gerlicher  
Minneapolis Police Department  
350 S. Fifth Street, Room 130  
Minneapolis, MN 55415  
Email: [Scott.Gerlicher@ci.minneapolis.mn.us](mailto:Scott.Gerlicher@ci.minneapolis.mn.us)  
Fax: 612.673.2631

All questions are due no later than August 13, 2007. Questions will be answered in writing by August 17, 2007 and will be sent to all proposers who were originally provided this RFP or who have requested a copy of the answers. The department contact person is the only individual who can be contacted about the project by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

## 7. Proposal Format and Submittals

To allow for easier comparison of proposals during evaluation, the proposal format and submittals must be as follows:

- A. Scope of Services- Describe how service will be provided. Include a detailed listing and description of tasks and deliverables.
- B. Experience and Capacity- Describe background and experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.
- C. References- List references from contracts similar in size and scope.
- D. Personnel Listing- Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
- E. Cost - Indicate proposed cost of service including how determined; rates; direct costs and payment billing schedule; list of charges per classification of employee.
- F. Insurance – Indicate proposed insurance coverage for the project.

## 8. Evaluation Criteria

The following are the key criteria that will be used to evaluate the proposals:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of staff. Reviewal of references.
- C. How well the scope of services offered meets department objectives.
- D. Financial responsibility and capacity of company.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Cost of services proposed.
- H. Insurance coverage as appropriate for the services.

## 9. Special Contract Requirements

The following special contract requirements should be considered when submitting a proposal. 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 Proposer's suggestions.

## 10. Addendums

If any addendums are needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at: [www.ci.minneapolis.mn.us/procurement](http://www.ci.minneapolis.mn.us/procurement) under the link to professional services.

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

(Revised - 01/2007)

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 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 \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, 50,000 each occurrence fire damage and \$5,000 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.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 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 \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

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 City-approved Insurance Certificate. 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.

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 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.

9 General Compliance

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

10 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.

11 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.

12 Accounting Standards

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

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract 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.

14 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.

15 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.

16 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"). 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.

17 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.

18 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).

19 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*, available from the City.

20 Billboard Advertising

City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21 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 department Contract manager and ask for an interpretation.

Contractor agrees to comply with the City's Code of Ethics, City Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. 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.

21 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.

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 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.

23 Intellectual Property

Subject to the sub-section entitled (insert the number here if applicable) below, the City owns 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 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.

- (a) For Artwork: The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this contract.

If the Public Artwork prepared under this contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Contractor and the City, attached hereto and made a part of this Agreement. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.

The City understands and agrees that upon the expiration or termination of this Agreement, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (a), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Agreement. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: 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 Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Agreement.

(ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Agreement.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Agreement.

#### 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.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf).

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

#### 25 Small & Underutilized Business Program (SUBP) Requirements

Please attach the following as applicable:

[\(Attachment for projects \*with\* SUBP goals\)](#)

[\(Attachment for projects \*without\* SUBP goals\)](#)