

**2008 Request for Proposals
To Develop and Conduct a Survey of Minneapolis Residents**

**City of Minneapolis
Communications Department**

Opening Statement

The City of Minneapolis is seeking to engage a professional research firm to develop and conduct a random sample telephone survey of Minneapolis residents that would measure resident opinions, perceptions and expectations regarding City government services and priorities and the City's progress toward achieving our City goals. This survey will be conducted spring 2008.

The 2008 Minneapolis Residents Survey will build off of the surveys conducted in 2001, 2003 and 2005 to measure resident opinions, perceptions, expectations and priorities. Particular focus will be given to our business planning efforts in terms of resident priorities and resident satisfaction with City services and completing analysis of the changes in resident opinions from the 2001, 2003, 2005 and 2008 survey results.

Background

In April 1999, the mayor and City Council adopted a Performance Measurement Model for the City of Minneapolis. A significant component of the performance measurement model includes engaging Minneapolis residents in providing feedback on outcomes. The intention of the resident survey process is to:

- 1) Measure satisfaction with City services and perceptions about quality of life indicators, which serve as departmental performance measures
- 2) Gather information on residents' priorities, which informs citywide strategic planning and goal setting as well as departments' business planning efforts
- 3) Gauge residents' need for services, their expectations regarding the level of those services, and their willingness to pay for service enhancements or to pay to maintain existing services
- 4) Gather information about residents' knowledge of City services
- 5) Determine how residents currently access and prefer to access City information

The resident involvement process that the City of Minneapolis is undertaking focuses on three key areas – Resident Input/Opinions, Public Dialogue/Engagement, and Reporting Results/Accountability. The random sample telephone survey is a key component of our efforts to gain resident input and opinions.

Minneapolis has previously conducted three resident surveys: in 2001, 2003 and 2005. The City intends to repeat this survey on a biannual basis so that the City can track changes in resident perceptions, opinions and expectations. Information about and results of the 2001 Citizen Survey and the 2003 and 2005 Resident Surveys can be found on the City of Minneapolis' Web site at www.ci.minneapolis.mn.us/results-oriented-minneapolis/citizensurvey.

Scope of Services

The scope of services for this project is divided into the following three sections.

I. Developing the Survey

- The survey content, structure and related results reporting will be designed to facilitate continued biannual tracking of changes in resident perceptions, opinions and expectations.
- The research firm will work with City staff to affirm, revise or develop new survey questions based on the existing questions used in the 2005 survey. It will also include working with staff to advise on discussions with departments regarding survey questions and working with staff on presentations to the City's department leadership regarding the survey and methodology.
- The research firm will pretest survey questions to determine potential problems with specific questions or survey delivery and will work with City staff to make revisions and resolve any issues.

II. Conducting the Survey and Survey Methodology

- The research firm will conduct a random sample telephone survey of a minimum of 800 adult Minneapolis residents with a maximum margin of error of +/-10 percent at the community level (there are 11 community planning districts in the City of Minneapolis) and a maximum margin of error of +/- 3 percent to 4 percent at the citywide level to allow for analysis of the data by community and citywide. The telephone number sample will include a strategy for including cell phone numbers to reach Minneapolis residents who don't have land lines.
- In addition to being able to analyze the data by community, the City also would like to be able to perform analysis by ethnicity, gender, age and income level subgroups at the citywide level. The research firm will provide a sample size recommendation, recommended subcategories, and accompanying margins of error that would allow for analysis of the data by ethnicity, gender, age, or income level at the citywide level. These data stratifications will be used to gain insight into the needs, attitudes, priorities and quality and credibility issues of each subgroup.

- The research firm will provide a detailed description of the survey methodology, including but not limited to how they obtain the sample, number of attempts, and if necessary, the research firm will develop an appropriate weighting scheme and apply it to the sample.
- The survey methodology should also address the issue of surveying residents who have Limited English Proficiency. Currently, 19 percent of the households in Minneapolis speak a language other than English. Minneapolis' primary language groups in size order are identified as: Spanish, Hmong, Somali, Laotian, Oromo and Vietnamese. Primary languages are based on a federal formula. Primary languages for a city or organization are those languages spoken by at least 5 percent of the population or 1,000 individuals, whichever is smaller.
- The length of the survey instrument will be determined during the survey development phase, but the goal is a 20-minute commitment from our residents.

III. Reporting the Results

- Following the completion of the survey, the research firm will perform data entry, editing, and verification of all survey response. Disposition codes for each survey attempt will also be provided. The database type and format will be defined during the consultation phase of the project, with the final database provided to the City by the project deadline. Data used for norm comparisons will be made available to City staff.
- The research firm will perform analysis of the 2008 data, and it will also complete comparative analysis of the 2008 data as it relates to the data and findings of the 2001, 2003 and 2005 resident surveys. It will also complete comparative analysis of the 2008 data as it relates to national norms and other U.S. cities of comparable size. Reporting of all quantitative research results will be customized to City staff needs for both internal and external communication. Specific report format and content outlines will be discussed early on in the planning phase so as to ensure data is collected in a manner that supports all intended communication needs.
- The research firm will consult with City staff to determine how to communicate the results of the survey to the elected officials, City departments and the public.
- The research firm will provide a final report to the City of Minneapolis, which will include the following: an executive summary, a detailed description of the survey methodology, descriptive statistics for each survey question (findings will be made at the Community level as well as aggregated to the Citywide level), other selected cross-tabulations, and an analysis and summary of any findings. The research firm will provide 60 copies of the full report and 80 copies of the executive summary as well as an electronic version of each.

- The research firm will provide thematic reports based on council committee area / policy area.
- The research firm will present the final report formally to the elected officials at a publicly held council meeting and informally to a City staff team.

Project Schedule

The proposal shall provide a program timeline for developing the survey, conducting the survey, and reporting the results, using the following milestones to frame the timeline.

Early April 2008	Contract with selected research firm is signed.
Mid May 2008	Resident survey is conducted.
Mid to Late July 2008	Draft report provided to the City for review and comment.
Late July 2008	Final report provided to the City in order to inform elected officials and mayor/City Council

Proposal Due Date and Location

RFP submittals are due by **March 14, 2008 at 4:30 p.m.** local Minneapolis time, at the following location:

City Procurement Division
 552 Towle Building
 330 2nd Avenue South
 Minneapolis, MN 55401-221

Late proposals may not be accepted and the envelope must be marked referencing the project: **Proposal for 2008 Minneapolis Resident Survey.** Contractors must supply 10 copies of the proposal.

Department Contact /Requests for Clarification

Prospective responders may only direct questions in writing to:

Elizabeth Haugen
 Communications Room 301M
 350 South 5th Street
 Minneapolis, MN 55415-1315

Fax: (612) 673-2011

E-mail: elizabeth.haugen@ci.minneapolis.mn.us

All questions are due no later than **4:30 p.m., local Minneapolis time on March 3, 2008.** Questions will be answered in writing by Elizabeth Haugen 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 person cannot vary the terms of the RFP.

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 the service will be provided, addressing all three areas of the scope of services. Include a detailed listing, timeline (as specified above) and description of tasks and deliverables, as well as key individuals responsible for each task. This section should include a detailed description of the process you will follow for developing survey questions and a detailed description of the survey methodology, as outlined in the scope of services.
- B. Experience and Capacity - Describe the organization's experience in conducting residents surveys, particularly the following areas:
 - Knowledge of survey techniques and statistical tools for sampling and analysis;
 - Knowledge of how to develop survey questions;
 - Data analysis and comparative analysis skills;
 - Experience with diverse cultures;
 - Conducting surveys in an urban environment; and
 - Written and oral communication skills.

Indicate if company expansion is required to provide the service or whether the company will subcontract for any part of the service, such as data collection or data entry. If the company intends to subcontract, indicate with whom, the organization's previous experience working with this subcontractor, and the subcontractor's experience and capacity. Where two or more contractors desire to submit a single proposal in response to this RFP, they should do so on a prime/subcontractor basis, rather than as a joint venture.

- C. References - List references from related survey projects undertaken within the last 5 years.
- D. Personnel Listing - Show involved individuals with resumes and specific applicable experience, as well as the approximate percentage of the project during which the individual will be involved.

- E. Cost - Indicate the proposed cost and billing schedule for the following three components of the work: 1) developing the survey, 2) conducting the survey and survey methodology, and 3) analysis and reporting the results. This section should include a proposal for the cost of conducting a 20-minute (on average) interview, and proposal options for the cost of sampling related to the City's desire to complete in-depth analysis of the responses by community, ethnicity, gender, age and income level subgroups at the citywide level.
- F. Sample Survey and Report - Please specify an example of a similar survey instrument that the firm has conducted and the final report for that survey.
- G. Insurance – Indicate proposed insurance coverage for the project (see section 5, page 7).

Evaluation Criteria

Each proposal will be assessed as to how well it responds to the RFP. The proposals will be evaluated on the basis of the following:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of the firm, any subcontractors, and key personnel.
Review of references.
- C. How well the services offered meet the RFP objectives and specifications.
- D. Ability to conduct the survey in multiple languages.
- E. Financial responsibility and capacity of company.
- F. Organization and management approach and involvement for a successful project.
- G. Ability to compare and contrast data from 2001, 2003, 2005 and 2008 Resident Surveys.
- H. Ability to complete project in a timely manner.
- I. Small & Underutilized Business participation.
- J. Cost of services proposed.
- K. Insurance coverage as appropriate for the services.

The City may elect to conduct interviews of one or more of the respondents in order to make a final selection.

General Conditions for Request For Proposals (RFP)

(Revised - 06/2007)

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 \$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.
- 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 \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

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") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for

services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

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

Unless the contractor is subject to one or more of the intellectual property provisions in subsection (a), (b) or (c) 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 Contract. 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 Contract, 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 subparagraph (i), "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 Contract. 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 Contract. This Contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that is acquire no rights under this Contract to the other party’s pre-existing, intellectual property, other than any limited right explicitly granted in this Contract.

(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 Contract.

(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 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.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

The selected proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would

entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process.

For more information on locating certified businesses you may contact the CERT web site at www.govcontracts.org or by calling 612 673-2112.

Goals for the City of Minneapolis

A SAFE PLACE TO CALL HOME

Housing, Health and Safety

In five years all Minneapolis residents will have a better quality of life and access to housing and services; residents will live in a healthy environment and benefit from healthy lifestyles; the city's infrastructure will be well-maintained and people will feel safe in the city.

ONE MINNEAPOLIS

Equal Access, Equal Opportunity, Equal Input

In five years the gap will be closing for access to housing, health care, education and employment; diversity will be welcome, respected and valued; the city's middle class will be thriving; there will be living-wage jobs or entrepreneurial opportunities for everyone; all residents will have confidence in public safety services; and residents will have access to fair, open and transparent decision-making.

LIFELONG LEARNING SECOND TO NONE

Schools, Libraries and Innovation

In five years Minneapolis will provide a superior education for all students; literacy rates will be increasing; everyone entering adulthood will have the knowledge and skills to earn a living wage; educational resources will be a top priority; the city will fully realize the benefits of having renowned educational and research institutions such as the U of M; the wisdom of the senior population will be harnessed; and Minneapolis will be known as a center of ideas.

CONNECTED COMMUNITIES

Great Spaces & Places, Thriving Neighborhoods

In five years, Minneapolis will be a connected collection of sustainable urban villages where residents will live within walking distance of what they need or of public transit; there will be a connected network of transportation options; streets will be destinations; a mix of unique small businesses will be thriving; and Minneapolis' neighborhoods will have unique identities and character.

ENRICHED ENVIRONMENT

Greenspace, Arts, Sustainability

In five years there will be plentiful green spaces, public gathering areas, celebrated historic architectural features and urban forests in Minneapolis; lakes, rivers and the soil and air will be clean; the city's parks and the Mississippi riverfront will be valued and utilized; opportunities to experience diverse cultures and the arts will abound; and usage of renewable energy will be increasing.

A PREMIER DESTINATION

Visitors, Investment and Vitality

In five years Minneapolis will be the economic leader in the region with vast potential for growth and development; investors will see Minneapolis as a sure thing; a distinctive mix of amenities, entertainment and culture will be available downtown and in Minneapolis neighborhoods; people who visit the city will want to come back; the city will be an attractive landing spot for people in all life stages and will be well-positioned for the creative class; and the country will see Minneapolis as a national treasure.

As adopted by the City Council and mayor, July
2006