

# Request for Proposals

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**City of Minneapolis  
Convention Center and Target Center  
Consulting Pool**  
(January 2016 to December 2018)

RFP Issued on March 16, 2015

**Proposals Due by  
2:00pm April 13, 2015**

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## I. INVITATION

The Minneapolis Convention Center and the Target Center facilities are owned by the City of Minneapolis. On an annual basis these facilities engage a variety of capital improvement and major maintenance projects totaling \$13M. The City of Minneapolis Convention Center Project Management staff on behalf of the Minneapolis Convention Center (MCC) and Target Center (TC) will establish a Consulting Pool consisting of technical consulting firms that the staff of both facilities will engage to assist in delivering various projects. The Consulting Pool will be in effect for a 3-year term (from January 1, 2016 to December 31, 2018). All contracts will end on December 31, 2018.

To establish such a Consulting Pool, the City is issuing this Request for Proposals (RFP) seeking proposals from consulting firms/consortiums qualified and experienced in providing such services.

It is anticipated that the Consulting Pool will consist of 4-6 General Architectural Services Consulting firms/Consortiums. In addition, the Consulting Pool will consist of up to three (3) Specialty Consulting firms/Consortiums for each of the Specialty areas of expertise.

## II. GENERAL INFO/BACKGROUND

A pool member firm or individual consultant is not expected to have expertise in all areas in which the City may need assistance. Rather, it is intended that the Pool be balanced, consisting of consultants with as broad a range of expertise and specialization as possible in particular areas. The City will assign specific service work requests to Pool consultants on an "as needed" basis.

Firms that wish to join in a consortium must designate one firm as principal or primary firm, and the consortium will be evaluated according to the same requirements as a single firm.

The City reserves the right to negotiate pertinent contract terms simultaneously with any number of firms or individuals as the City deems to be in its best interests whether or not such firms have previously submitted a response to this RFP. In responding to this RFP, it is understood by all proposers that the City reserves the right to select any or all proposers, which the City deems to be in its best interest.

This RFP is a general request for information as opposed to a specific request for a specific assignment.

Successful proposers who are accepted for the pool and are subsequently offered work will be required to obtain a certificate of compliance from the Minneapolis Civil Rights Department.

A Master Services Agreement will be executed with each successful firm that will identify the types of projects and services for which they are selected and will be in effect for a period of three (3) years assuming provision of satisfactory services. Each Master Services Agreement will be limited to a maximum of \$2,500,000 unless appropriately justified and approved by the City Council. The contents of the proposal and any clarifications to the contents submitted by the successful proposer may become part of the contractual obligation and be incorporated by reference into the ensuing Master Services Agreement.

During the duration of the Consultant Pool, each Consulting firm/Consortium may receive a Scope of Service or multiple Scopes of Services. Each Scope for Services will be limited to a maximum of \$500,000.

The Master Services Agreement shall not be construed as a guarantee of any specific amount of work nor number of projects under the Scope of Services or of any total dollar amount of compensation. The assignment and number of work/projects will be made by specific work orders to the Consultant solely at the discretion of Convention Center and Target Center staff as needed by project.

Due to the nature of specific projects, whether by scope or by size, the City may issue separate RFPs for services when needed and at the sole discretion of the City. Responding to this Consultant Pool RFP will not affect the award of any such work. Nor will responding to this Consultant Pool RFP constitute any sort of guarantee of consideration for any such additional work.

All assignments from the Consulting Pool will be at the sole discretion of Convention Center and Target Center staff or his/her designee and may include, but are not limited to, work related to specific project types, processes related to using specific funding sources and specific types of services.

Once the Consulting Pool has been established, the City may request firms to provide "Price Proposals" to match the scope of the particular assignment/project. Such proposals will be consistent with the hourly rates established by the Master Services Agreement. Such request for "Price Proposals" should not be in any way construed as a call for bids. Any response to that request shall constitute an offer to negotiate and is NOT A BID.

Consulting Pool firms must update their firm contact information whenever there is a change to ensure that the appropriate person can be contacted by the City.

For certain projects, the City may select a combination of firms and/or use consulting firms in concert with Convention Center and Target Center staff to provide the services necessary for the project.

The selected Consulting firms/Consortiums will be required to submit all drawings to the City in AutoCAD format (.dwg file extension) and Microsoft Office products for documents and spreadsheets. All drawings must come with a complete reference key for layer naming conventions and x-ref drawings, utilizing standard naming conventions whenever applicable.

If needed, all selected firms will be encouraged to use approved Specialty firms as sub-contractors to complete projects. In addition, the selected firms are encouraged to entertain contracts with businesses owned by women or minority persons as stated in the Section II, General Conditions. All sub-contractors need to be approved by the City prior to approval of the Scope of Services (this may delay approval of the Scope of Services).

The appropriate insurance coverage and certificates will need to be submitted during processing and prior to approval of the Master Services Agreement.

### III. AREAS OF EXPERTISE

The areas of expertise are broken into six Categories with specific activities listed to clarify each area.

#### **Category 1 & 2 - Architectural Services (General & Specialties)**

An Architecture firm/consortium responding to Category 1 - Architectural Services (General) must be able to deliver fifty or more areas of expertise with a majority of key personnel employed by the primary firm. Firms that are not selected for the Architectural Services (General) Pool will be considered for each of the Specialty Pool areas of expertise under Category 2. - Architectural and Engineering Services (Specialties) in accord with what they have indicated in their submittal. A Specialty Consulting firm must be able to deliver each area of expertise with a majority of key personnel employed by the firm. Up to three Specialty Consulting firms/consortiums may be selected for each of the areas of expertise.

Firms requesting consideration will only need to make a formal presentation if requested by the evaluation committee for clarification or in the case that a large number of firms indicate interest in that specialty and therefore require short-listing for final selection by presentation.

#### **Categories 3, 4, 5 & 6 (Consulting, Reprographic, Construction & Testing)**

Firms responding to these Categories will be considered for each area of expertise indicated in their submittal. A Specialty Consulting firm must be able to deliver each area of expertise with a majority of key personnel employed by the firm. Up to three Specialty Consulting firms/consortiums may be selected for each of the areas of expertise within these Categories.

#### **1. Architectural Services (General)**

Full Service to include providing a minimum of fifty (50) of the services listed under Section 2. Architectural Services (Specialties) with the majority of key personnel employed by the primary firm. Firms may indicate if they consider their services to be primarily oriented for sporting arenas or convention facilities.

#### **2. Architectural and Engineering Services (Specialties)**

Individual Services

1. Accessibility Analysis & Reporting
2. Acoustical
3. Adaptive Re-Use
4. Architectural Design
5. Art Consultation
6. Audio Visual Systems
7. Brand Assessment /Brand Development
8. Building Analysis/Evaluation
9. Building Design Consultation
10. Building Information Modeling
11. Building Renovation
12. Code Analysis
13. Construction Administration
14. Construction Documentation
15. Cost Estimating
16. Civil
17. Construction Management Services per AIA B144
18. Control Systems

19. Corporate Identity
20. Data/Technology/Networks
21. Design Build Services
22. Design Standards Development
23. Electrical High-voltage
24. Electrical Low-voltage, Telecomm, Data
25. Elevator/Vertical Transport
26. Energy Audits
27. Executive Architect
28. Existing Buildings Analysis
29. Facilities Consulting - including Space and Occupancy Tracking
30. Facility Condition Assessments. Including Building Envelope, M&E, Finishes, Elevators and Escalators, Specialty Systems
31. Facility Management
32. Feasibility Studies
33. Foodservice
34. Furniture, Fixture & Equipment Selection
35. Graphic Design
36. Green Roofs
37. Historic Restoration and Building Preservation
38. Interior Architectural Design
39. Landscape
40. Lighting and Lighting Controls
41. LEED Documentation, Consulting and Coordination Services
42. Master Planning, Site Master Planning
43. Mechanical HVAC
44. MEPFP
45. Move/Relocation Coordination
46. Occupancy Management
47. Pre-lease Coordination
48. Print Design
49. Product Design
50. Program Management
51. Programming Services includes data gathering and review, visioning sessions, interviews, and/or focus groups to establish project parameters,
52. Parking Controls
53. Parking Structures and Parking Lot design
54. Real Estate Strategy
55. Renovation
56. Roofing
57. Access Control, Life Safety, CCTV
58. Security
59. Signage and Way-finding
60. Site Evaluation
61. Space Planning
62. Strategic Planning
63. Structural
64. Sustainability Consulting, including design and operational guidelines , training and materials to support sustainability transition, financial modeling to analyze the payback for sustainable strategies, Building Information Management and Energy Analysis (Integrated Building Modeling, Energy Audit, Base Case Energy Modeling and Future

Energy Optimization Steps), post occupancy measurement and monitoring, and existing building LEED-EB analysis

65. Theatrical Rigging Design
66. Traffic
67. Urban Design
68. Waterproofing
69. Windows
70. Exterior Doors
71. Environmental Graphics

### **3. Consulting Specialties**

1. Parking and Traffic Studies
2. Green Roof analysis and auditing
3. Pyrotechnic displays
4. Sustainability Analysis, Consulting, Coaching, Systems Design, Auditing, Staff Training
5. Staff training and Organizational Development
6. Museum and Curatorial Services
7. Survey and Platting
8. Radio Communication Systems
9. Sports and Entertainment Facility Functional and Financial Analysis
10. Waste Management and Recycling

### **4. Reprographic Services**

1. Printing
2. Media Management
3. Electronic Drawing Room Management

### **5. Construction Planning and Management**

1. Construction Management in accord with AIA C132 – Construction Manager as Advisor
2. Project Costing and Estimating

### **6. Testing Services**

1. Acoustic
2. Infra-red (Electrical, Mechanical)
3. Infra-red (Building Envelope)
4. Building Forensics
5. Construction Material Forensics
6. Construction Material Services
7. Construction Observation, Testing and Inspection
8. Concrete and Aggregate Petrographic Analysis
9. Geo-technical Engineering and Exploration
10. Non-destructive Testing
11. Environmental Assessment, Investigation and Clean-up
12. High-voltage Electrical Switchgear
13. Low-voltage, Telecomm, Data Systems
14. Fiber Optic
15. Air Quality

#### IV. PRE-PROPOSAL CONFERENCE:

Before submitting proposals, all interested firms/consortiums are strongly encouraged to have a representative attend the Pre-Proposal Conference with the City staff to discuss the Request for Proposals. The City's purpose for this conference is to provide answers to any questions related to the scope of the proposal and the intent of the Request. A written response will be made to all questions raised at the conference and/or received in writing. Responses to the questions will be posted on the City's RFP website at [http://www.minneapolismn.gov/finance/procurement/procurement\\_professional-services](http://www.minneapolismn.gov/finance/procurement/procurement_professional-services).

The Pre-Proposal Conference will be held at the Minneapolis Convention Center. Meeting Room location information will be available on the public monitors and at the Administrative Reception Desk. The Minneapolis Convention Center is located at 1301 Second Ave South, Minneapolis, MN 55403. See Figure 1 for a map to the site. See Schedule for date and Time.

#### V. PROPOSAL DUE DATE and LOCATION:

Proposals will be accepted from proposers who can explain how they would be able to effectively deliver work in Minneapolis, MN. An original and seven (7) copies of the Proposal shall be delivered to the address below on or before **2:00 PM April 13, 2015**

Mr. Gary Warnberg  
City of Minneapolis Procurement Division  
**Attn: City of Minneapolis Convention Center and Target Center Consulting Pool**  
330 Second Avenue South, Suite 552  
Minneapolis, MN 55401

Late proposals may not be accepted and the envelope must be marked referencing this RFP as described in Section 8.

It is not the City's responsibility, nor practice, to acknowledge receipt of any proposals as a result of the RFP process. It is the proposer's responsibility to assure that a proposal is received in a timely manner.

#### VI. DEPARTMENT CONTACT

The office soliciting this RFP is the Minneapolis Convention Center Facility Services Department. Mr. Mark Zirbel, Director of Event Services shall be the designated contact.

Prospective responders may only direct questions in writing to the Department Contact person. All questions will be answered in writing and sent to all proposers. 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. Direct all questions and inquiries in writing regarding this RFP to:

Mr. Mark Zirbel, Director of Event Services  
Minneapolis Convention Center  
1301 2<sup>nd</sup> Avenue South  
Minneapolis, MN 55403  
[mark.zirbel@minneapolismn.gov](mailto:mark.zirbel@minneapolismn.gov)

## VII. RFP SCHEDULE

The anticipated timeframe to establish the Consultant Pool is as follows:

RFP Release	March 16, 2015
Pre-Proposal Conference	March 23, 2015 (1 PM)
Questions on RFP Due by	March 30, 2015
Responses to Questions posted on city web site by	April 6, 2015
Proposals due by	April 13, 2015 (2 PM)
Proposal evaluations	April 13-27
Consultant Interviews (if needed)	April 20 - May 4
Estimated Consultant selection	May, 2015
Estimated contract execution	December, 2015
Estimated services start date	January 1, 2016
Estimated services end date	December 31, 2018

## VIII. PROPOSAL FORMAT AND SUBMITTALS

Individuals or firms making proposals for inclusion in the Consultant Pool should supply the City with an original and seven (7) copies of their proposal. The proposal should set forth full and accurate information as required by this RFP.

Submittals should be stapled (**no bound books, covers, or binders**).

No font smaller than 11 point.

**Please note evaluation criteria being used to review your qualifications and make sure they are addressed in your submittal.**

To allow for easier comparison of proposals during evaluation, The City requests the following specific section format for proposals and submittals:

**Tab 1** (single page)

**Firm Contact Information:**

- Name of firm.
- Firm point of contact including contact information.

**Pool Choice:**

- Please indicate if you are responding to be considered for Category 1 - Architectural Services (General) or as a specialty firm for consideration in one or more areas of expertise in Categories 2,3,4,5,or 6. An Architecture firm/consortium responding to Category 1 - Architectural Services (General) must be able to deliver fifty or more areas of expertise with a majority of key personnel employed by the primary firm.

- Indicate which area(s) of expertise you wish to be considered for (list only the areas you want to be considered for). You will need to submit at least one Project Experience Matrix form for each area of expertise you want to be considered for. A Project Experience matrix Form may cover more than one area of expertise. Please clearly indicate which areas of expertise the Project fulfills. Firms that are not selected for the General Pool will be considered for each of the Specialty Pool areas of expertise they have indicated.

### **Tab 2 (one or two pages)**

#### **Firm Experience:**

Describe your firm's background and experience demonstrating the ability to provide required services.

This section shall include response to the following:

- A. Provide a general overview of the individual's or firm's history and engineering experience (i.e. when established, location of main and branch offices, etc.).
- B. Provide address to company website (if one exists).
- C. Management & Administrative-ownership and structure of the company.
- D. Technical Abilities-Experience of staff and availability of needed equipment.
- E. Include a statement indicating the individual's or firm's ability to respond on short notice and within tight timelines.
- F. Describe how service will be provided including location of office that proposed staff works out of.

### **Tab 3 (one page)**

#### **References:**

Provide a list of five (5) references; preferably other municipalities similar in size to the City.

### **Tab 4 (pages as needed, short-for less than 1 page per resume)**

#### **Firm Personnel:**

- The name, experience, and qualifications of the person(s) who will be responsible for the management and administration of a contract with the City.
- Current resumes for the Lead Staff Personnel that are proposed to be assigned to the various City Projects.
- The qualifications, resumes, and a listing of recent assignments of the professional and inspection staff that will be assigned on an ongoing basis to the City projects.

#### **Resource Information:**

- The firm's resources such as number of employees, retainage of recognized experts or specialty certified key project personnel, and ability to respond on short notice.

### **Tab 5 (one to two pages)**

#### **Understanding and approach to Projects with the City**

- How you would assign personnel, determine sub-consultants. What types of business arrangement you would use with your subs. How do you ensure a seamless team approach. Shared files, drawings, documents and standards.

### **Tab 6**

**Attach marked-up copy of City Master Agreement and General Terms and Conditions with exceptions and alternative language noted.**

**Tab 7** (one to two pages)  
**Proposed fee structure**

**Tab 8** (pages as needed)  
**Proposed fee structure**

## **IX. EVALUATION CRITERIA**

An evaluation committee will be established which will include members named by the Minneapolis Convention Center, a department of the City of Minneapolis.

The committee will review proposals using the following criteria as guides to determine which, if any, proposals are the most advantageous to the City's needs. Based on this evaluation, the City will select which firm(s) that will be in the General or Specialty Pool. Firms that were not selected for the General Pool will be automatically considered for the Specialty Pool areas they identified in their proposal.

### **A. RFP Understanding/Approach**

Understanding, clarity, innovativeness, conciseness, organization, and overall responsiveness to the RFP.

### **B. Firm Experience**

The qualifications and expertise of the firm and key project personnel in performing the services required for proposed projects as demonstrated by the quality of the firm's previous and current projects. Emphasis will be given to experience in the State of Minnesota and the Minneapolis-St. Paul Metropolitan Area. Strong emphasis will be given to firms that can/have demonstrated that they can deliver projects as promised.

### **C. Firm Personnel**

The assignment of qualified and experienced staff responsible for projects that have proven ability to work together as a team on similar projects. Minnesota registration is required. Local presence (in Metro Area) of the key personnel will be highly considered in the evaluation process.

### **D. Firm Resources**

The firm's resources such as number of employees, retainage of recognized experts or specialty certified key project personnel and ability to respond on short notice shall be judged.

### **E. Firm History Working with Key Government Agencies**

Familiarity and ability to work with the City, Hennepin County, Minnesota Department of Transportation, Department of Natural Resources, Minnesota Department of Health, Minnesota Pollution Control Agency, Metropolitan Council, and other applicable governmental and regulatory agencies.

### **F. Firm Experience Working with Public Assembly Facilities**

Familiarity and ability to work with public assembly facilities; specifically convention centers and arenas.

- G. Exceptions to City of Minneapolis Master Agreement and General Conditions**  
Please review and have your legal department review and mark up the sample Master Agreement (Attachment D) and General Conditions (Attachment B). Indicate any exceptions.
- H. Firm References**  
The professional and ethical reputation of the firm and staff, as determined by inquiries with previous clients, and with other references not limited to those specified in the proposal. The firm's quality of planning, design, and construction engineering services, past performance in meeting schedules and deadlines, and preparing *accurate* cost estimates including projects satisfactorily completed for the City.
- I. Cost to Value**  
Selection will be based solely on Proposers qualifications unless the fee structure becomes a significant determinant separating firms who are otherwise equally qualified.

The City reserves the right to interview any or all proposers at the City's discretion. Upon completion of the proposal reviews and interviews (if needed) the committee will rank the firms and choose the top firms that will form the Consultant Pool.

**X. Addenda**

If any addenda are needed for this RFP, 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.



## FIRM PROJECT EXPERIENCE MATRIX (Attachment A)

Firm Name:

\_\_\_\_ Architectural &  
Engineering General  
Pool

\_\_\_\_ Specialty Areas

Area(s) of Expertise:  
(e.g. 2.1, 2.12, 3.1-3.7)

**Note:** The information on this page will be used to determine your qualifications for all areas of expertise that you indicate, therefore list appropriate specific activities you feel are needed to justify your qualifications in all areas of expertise listed.

Project Title/Activities	Areas of Expertise	Key Personnel (staff who worked on this Project Activity and will be assigned to work on City Projects)	Key Personnel Roles & Responsibilities	Completion Date

## Attachment B

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

(Revised: 10/2013)

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 Interest of Members of City**

The Consultant agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

#### **3 Equal Opportunity Statement**

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.

#### **4. 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.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

## 5. **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 or employees of the subcontractors and subcontractors 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.

## **6. 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.

## **7. 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.

## **8. General Compliance**

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

## **9. 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.

## **10. Prior Uncured Defaults**

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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 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.

### **15. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant 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.

## **16. Living Wage Ordinance**

The Consultant 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 Consultant and its subcontractors 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 Consultant.

## **18. 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).

## **19. 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](#).

## **20. 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.

## **21. 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.

## **22. Termination**

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 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.

## **23. 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 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.

## **24. Intellectual Property**

Unless the Consultant is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any

“Work” created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Consultant 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 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.

## **25. 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](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.

## **26. Cardholder Data and Security Standards**

Should the Consultant collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Consultant represents and acknowledges that the Consultant will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Consultant will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon

request. Consultant agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Consultant also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Consultant that contains cardholder data or information.

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

Please attach the following as applicable:

[\(Attachment for RFP with SUBP goals\)](#) [\(Attachment for RFP without SUBP goals\)](#)

**Attachment C****Sample - City of Minneapolis Master Agreement****City of Minneapolis**

**Contract for Minneapolis Convention Center and Target Center  
Consulting Pool**  
(Over \$50,000 - Non-Grant Funded)

**City Contract Number** (Assigned by the City Contract Management Office): \_\_\_\_\_

**City Department Responsible for the Contract:**

This Contract is made between the City of Minneapolis, Minnesota, a home rule charter city, ("City") and \_\_\_\_\_, ("Contractor").

In consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

**I. Scope of Service**

Contractor agrees to perform the following services for the City:

Services to be provided per the attached Request for Proposal, as modified by the attached vendor proposal. If applicable, a project schedule is attached as Attachment A.

**II. Compensation**

Contractor shall be compensated as per the following fee arrangement:

Total compensation under this Contract shall not exceed \_\_\_\_\_.

Contractor shall submit itemized invoices for services rendered.

**Travel Expense Reimbursement.**

Reimbursable expenses shall be paid upon submission of itemized invoices to the City Department Contract Manager designated herein and shall be limited to the following:

The City agrees to pay only for reimbursable expenses that are reasonably and necessarily incurred and as set forth above. The total amount for compensation and reimbursable expenses shall not exceed the amount specified under the Compensation section above. All applicable travel-related expenses will require prior approval from the City Department Contract Manager designated herein. Contractor will only be reimbursed for the types of travel expenses that are allowed for travelling by City employees and for an amount that does not exceed the maximum reimbursements available to City employees. All travel must be conducted in accordance with the *City's Contractor Travel Reimbursement Conditions* which can be found at:

[http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert\\_282125.pdf](http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf) .

Also, if applicable and at the City's option, the City will reimburse the consultant for mileage using the IRS "deductible" rates rather than paying the consultant's costs for a rental vehicle.

**III. Effective Date and Termination Date**

This Contract shall be in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract.

**IV. Notices**

Communication and details concerning this contract shall be directed to the following contract representatives:

**CONTRACTOR** *(include the complete mailing address here):*

**Phone            Fax**

**CITY OF MINNEAPOLIS** *(include the complete mailing address here):*

**Department Head**

**Contract Manager**

**Phone            Fax**

**V. Terms and Conditions**

This Contract is subject to and incorporate all the terms and conditions set forth in the General Conditions attached hereto.

**VI. Closing**

IN WITNESS WHEREOF, said Contractor and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

**FOR THE CITY:**

Approved as to Form

By: \_\_\_\_\_  
**Assistant City Attorney**

Approved \_\_\_\_\_  
**Department Head responsible for Administering and Monitoring this contract**

Countersigned: \_\_\_\_\_  
**Finance Officer/ Designee**

**END Minneapolis Convention Center and Target Center Consultant Pool RFP**