



DECEMBER 28, 2007

MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY  
SUPPORT (MDHFS)

REQUEST FOR PROPOSALS FOR  
VIDEO PRODUCER/EDITOR/SCRIPTWRITER FOR A  
10-MINUTE VIDEO

**I. Background**

The Department of Health and Family Support (MDHFS) and the Minneapolis Urban Health Agenda Community Advisory Committee are **piloting storytelling as a new process of engaging communities to inform the Department's work**. Intergenerational health storytelling events were completed and videotaped from Dec 2006-June 2007 in the following communities: African American, American Indian, Caucasian, Hmong, Latino, Somali and Vietnamese. The primary focus of the events was: "Tell us about a time when your family/community was healthy."

**Purpose and Primary Audience**

MDHFS is seeking a video producer/editor/scriptwriter to assist with developing a 10-minute video (approximate length) for policy and decision makers who influence community health and health care. **This video will document the unique process utilized to gather health information from the community and will highlight the need to focus on and support family-based efforts to strengthen and improve the community's health.**

(Please note: All finished or unfinished video or other materials resulting from this RFP process and contract shall become the property of the City upon final approval of the final video or upon request by the City at any time before then. The City may use, extend, or modify the video produced without the consent, permission of, or further compensation to the Contractor).

**Responsibilities of Vendor Selected**

- Develop timeline for project to be approved by City staff
- Write script for video to be approved by City staff
- Coordinate and shoot interviews of health storytelling event planners approved by City staff
- Edit existing footage from 9 health storytelling events (10-15 hours footage)
- Provide subtitles for portions of video
- Create graphics for video
- Provide final product on DV cam
- Provide duplication of DVD for distribution
- Attend meetings with City staff and Community Advisory Committee to incorporate feedback & make revisions as needed to produce final product

**Responsibilities of City**

- Provide cover footage of intergenerational health storytelling events
- Provide list of interviewees
- Provide interpreter/translator services
- Accept script
- Accept editing
- Accept graphics
- Accept final video

## Required Skills and Resources

- Must demonstrate experience with script writing, editing, and video production
- Must demonstrate ability to work with culturally diverse communities
- Must submit sample of previous work (5 DVD copies)
- Must have own equipment to edit and shoot video

## Preferred Skills and Resources

- Experience working with interpreters/non-English speakers is helpful

## II. Proposal Preparation and Submission

The proposal packet must contain the following:

- Documentation of experience providing the services required (**3 page maximum**), including justification for budget. Budget range is \$7,000-\$15,000 for the project.
- Example of your video work that demonstrates your past experience working with diverse communities.
- Proposal Cover Sheet - attach these documents to a completed cover sheet (below) for submission.

## Pre-Proposal Conference

A pre-proposal conference for interested applicants will be held on **Wednesday, January 9, 2008 at 2:00 p.m., in Room 525 of the Minneapolis Public Service Center (250 South 4<sup>th</sup> Street)**. While attendance at the pre-proposal conference is not mandatory, it is strongly encouraged as this will be the only opportunity to ask questions directly to City staff. Questions may be submitted in advance to ensure that they are answered at the conference. Questions must be submitted in writing to: Contracts Administrator, Fax 612-673-3866, or by email at [health.familysupport@ci.minneapolis.mn.us](mailto:health.familysupport@ci.minneapolis.mn.us) (subject line should reference Video Services RFP).

Key questions and answers (Q&A) from the pre-proposal conference will be posted on the web site for those unable to attend the conference. Any additional questions must be submitted by noon on Monday, January 14. The complete Q&A will be available by Wednesday, January 16<sup>th</sup> at <http://www.ci.minneapolis.mn.us/dhfs>. NO questions will be accepted outside of this process.

## Proposal Review Process

Proposals will be reviewed by an evaluation committee with representatives from the City and the Community Advisory Committee. Proposals will be reviewed according to the following criteria:

- Qualifications, experience and expertise of applicant.
- Demonstrated past experience working with diverse communities
- Cost—extent to which costs are consistent with requested services.

## Overall Project Timeline

**January 23, 2008:** Proposal due at MDHFS by no later than 4:00 p.m., including cover sheet below along with requested information.

**Feb 5, 2008:** Final selection of video producer made by City staff and members of the Community Advisory Committee. A contract will be initiated with the successful proposer.

**Feb 15, 2008:** Meeting with MDHFS and Community Advisory Committee.

**March 2008:** Tentative date for project to be completed

## Administrative Requirements

Please review carefully the attached General Conditions for RFPs, and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers

Compensation, General Liability, and Commercial Auto Liability. Professional Liability may be required depending on type of services that will be provided. Failure to maintain required insurance coverage may result in contract termination. Individual consultants will be required to maintain comprehensive liability and personal auto coverage.

The completed application of an original and four (4) copies, along with five (5) DVD copies of video work, is due by **4:00 P.M. on January 23, 2008** to:

Video Producer/Editor/Scriptwriter RFP  
Minneapolis Department of Health and Family Support  
250 S. 4<sup>th</sup> Street, Room 510  
Minneapolis, MN 55415-1384

Proposals submitted after the deadline may not be considered.

If you need this document in an alternative format, please notify the department by fax (612) 673-3866, email at [health.familysupport@ci.minneapolis.mn.us](mailto:health.familysupport@ci.minneapolis.mn.us), or TTY (612) 673-2157 (General City Information). Please allow a reasonable amount of time for special needs accommodation.

**MINNEAPOLIS DEPARTMENT OF HEALTH & FAMILY SUPPORT  
Cover Sheet for Proposal for an Editor/Video Producer for 10-minute Video**

Organization: _____
Address: _____
City: _____ State/Zip code: _____
Project Contact Person: _____
Phone: _____ Fax: _____ E-mail: _____

Person Authorized to Contractually Bind Organization:	
Signature: _____	Date: _____
Printed Name: _____	

Federal ID#: _____
<small>(Do not provide Social Security number unless requested)</small>

Please provide the following budget information:

- \_\_\_\_\_ Cost for scriptwriting
- \_\_\_\_\_ Cost for editing
- \_\_\_\_\_ Cost for shooting
- \_\_\_\_\_ Cost for redos
- \_\_\_\_\_ Cost for final product in DV Cam
- \_\_\_\_\_ Cost per DVD copy for duplication
- \_\_\_\_\_ **TOTAL BUDGET REQUEST** (not to exceed \$15,000)

Attachments submitted along with this cover sheet:

- \_\_\_\_\_ Documentation of experience (3 page maximum)
- \_\_\_\_\_ 5 DVD copies of your work that demonstrates your past experience working with diverse communities.

**Deliver completed proposal by Wednesday, January 23, 2008, by 4:00pm to:**

Video Producer/Editor/Scriptwriter RFP  
Minneapolis Department of Health & Family Support  
250 South 4<sup>th</sup> Street, Room 510  
Minneapolis, MN 55415

**Proposals submitted after the deadline may not be considered.**

## **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.

## 22 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.

## 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 may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

## 24 Intellectual Property

Unless the contractor is subject to one or more of the intellectual property provision in sub-section (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 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 subparagraph (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.

## 25 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.

## 26 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](http://www.govcontracts.org) or by calling 612 673-3012