REQUEST FOR PROPOSALS (RFP)
West Broadway District Landscape Services

West Broadway Improvement District

April 2016
General Invitation for Bids on West Broadway District Landscape Services

Call for Bids

The West Broadway Business and Area Coalition (WBC) on behalf of the West Broadway Business Improvement District (WBID) is accepting proposals from qualified organizations and/or individuals for the management, design, installation, and maintenance of the WBID’s flower planters.

If your firm has demonstrated experience in the project description specified in the Scope of Services, and you are interested in making your services available to WBC, feel free to respond to this RFP.

Project Location: Washington Ave N from 17th Ave. N to 22nd Ave. N, West Broadway Ave. from the Mississippi River west to N Sheridan Ave, Minneapolis, MN

Contract Administrator: West Broadway Business and Area Coalition
Rob Hanson
1011 West Broadway Ave. Ste. 202
Minneapolis, Minnesota 55411
612-353-5178
rob@westbroadway.org

Contract Timeline: April 12th: 5:00 PM Pre-Bid Meeting
April 15th: 9:00 AM Pre-Bid Meeting
April 22th: 5:00 PM Proposal Due Date
April 25-27: Tentative Dates for Interviews
April 29: Notification of Selected Contractor
May: Services Begin

Definitions:
Addendum: A supplement to any contract document as originally issued or printed, covering additions, corrections, or changes in the bidding conditions for the advertised work, that is issued by the contracting authority to prospective bidders prior to the date set for opening of proposals.
Contractor: As used in this article, shall include the Contractor, its officers, its employees, its agents, anyone directly or indirectly employed by the Contractor.
Contract Administrator: As used in the Article, shall include the West Broadway Business and Area Coalition (WBC), its board of directors, its employees, its agents, and anyone directly or indirectly employed by the WBC.
WBID: As used in the Article, refers to the West Broadway Business Improvement District, the service area in which the decorations will be placed.
Article I. Scope of Work

Section I.1 Introduction
The WBC is seeking a landscape professional (hereafter referred to as the Contractor) to perform a district wide Spring-Cleanup; and to manage, and maintain a series of seasonal plantings in the West Broadway Commercial Corridor. **Contractor may choose to bid on both the spring clean-up and flower planter services, spring clean-up by itself, or flower planting services by itself.**

The successful Contractor will provide a Spring Clean-Up plan that includes all of the provisions outlined in the scope of work, and a planting plan that would result in the 32 district planters being full year round. There are three different planter designs that will be provided by the WBID. Each design has different dimensions, and the Contractor will be asked to propose a design schematic for each planter design.

The planting project is divided into 3 phases, Spring Planting, Summer Maintenance, and Non Growing Season Ornamental Planting.

The West Broadway Business Improvement District is located in Minneapolis, MN. The planters are located on the sidewalk at various locations on Washington Ave N from 17th Ave. N to 22nd Ave. N, and along West Broadway Ave. from the Mississippi River west to N Sheridan Ave. The WBID is approximately 2 miles long.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalk Frontage</td>
<td>13,315 Linear Ft</td>
</tr>
<tr>
<td>Block Faces</td>
<td>Approx. 40</td>
</tr>
<tr>
<td>Planter Design “A”</td>
<td>12</td>
</tr>
<tr>
<td>Planter Design “B”</td>
<td>8</td>
</tr>
<tr>
<td>Planter Design “C”</td>
<td>12</td>
</tr>
<tr>
<td>Total Planters</td>
<td>32</td>
</tr>
</tbody>
</table>
Section I.2 Planter Design Specifications

Planter Design “A”

Planter Design “B”

Planter Design “C”
36” Dia. X 24” H
Section I.3 Work Specifications

Contractor may choose to bid on both the spring clean-up and flower planter services, spring clean-up by itself, or flower planting services by itself.

I. Spring Clean-Up
Contractor will be directed to conduct a Spring Clean-up in accordance with the following provisions:

1. Contractor shall manually pick-up and remove litter, debris and weeds in and around all planting beds, retaining walls, trash receptacles, benches, traffic and street light polls, etc. Contractor shall collect and properly dispose of all litter and debris, and will not use the district receptacles.

2. Contractor shall pressure wash all sidewalk surfaces and the bases of the streetscape fixtures. Equipment shall heat water to 150 – 180 degrees. Equipment shall generate 400 to 1000 PSI. Equipment shall be adjustable to reduce water flow rate and rinsing pressure as required for controlled cleaning of more sensitive surfaces. Pressure washing shall be intensive enough to remove surface dirt and grime without damaging the surface itself. For sidewalk surfaces, complete gum removal is not required.

3. Contractor shall mechanically sweep all sidewalk surfaces, curbs and gutters free of granular debris and sand within the specified areas.

4. All Spring Cleaning activities will occur in overnight hours when traffic and pedestrian activity is at a minimum.

II. Spring Flower Planting
This is the initial year of the planter pots being out, the Contractor will be responsible for prepping the planters for initial planting including providing soil and growing materials. Contractor will install new plant materials in planter pots and will be responsible for the transportation of all materials to the job site. The Contractor will be asked to provide a detailed planting schematic for each flower planter design and must be approved by the WBC before initial planting.

III. Summer Maintenance
Contractor will provide weekly maintenance of planters during the growing season. Maintenance includes weeding, pruning, and trimming of plants; clipping or removal of flowers (“deheading”) and litter and debris removal. Contractor will monitor planter watering requirements, and will provide water as required to promote optimum growth. Contractor may be directed to apply liquid fertilizer per manufacture’s specifications to all planters one time per month May through November. Fertilizer shall be Miracle Grow formula or its equivalent. Contractor may be directed to replace plant material if damaged or vandalized. Maintenance shall be done from completion of spring planting, through November 11.

IV. Winter Ornamental Planting and Maintenance
Contractor will remove and dispose summer planting material and replace with winter appropriate ornamental plantings. (Spruce tips, dried plant blooms, dogwood, etc. This will be conducted at the end of the summer growing season. Contractor will be asked to perform basic maintenance once a month, including litter and debris removal, and damaged ornamental plant replacement. The Contractor will be asked to provide a detailed planting schematic for each planter design and must be approved by the WBC before initial installation.
Section I.4  Additional Information

I. Access to Site
Contractor shall have use of the project site for operations being that all work takes place in the public right-of-way. Contractor must tailor operations to ensure full access to all businesses, buildings, bus shelters, etc. Contractor shall be responsible for securing all city required right of way permits via www.minneapolis.mn.roway.net. Traffic control measures may be necessary and it shall be the responsibility of the Contractor to determine and implement any such measures.

In developing a proposal for the West Broadway Improvement District, the Contractor should become aware of the shade and sun requirements due to barrel placement on district curbs, recommend different planting options for the Spring Planting that is visually appealing, diverse, and hardy.

II. Night Work
Work performed after dark shall be adequately illuminated. Suitable and sufficient lighting facilities shall be provided for this work. No extra compensation will be given to the Contractor for work under this item.

III. Invoicing and Payments
The Contractor shall invoice for services rendered at the end of each month that the contract is in effect. Invoices shall be remitted for payment per West Broadway Business and Area Coalition.

IV. Performance Tracking
Contractor shall maintain detailed records of all services performed in accordance with the following provisions and submit monthly with invoices.

1. Spring Clean-up
   a. Total quantity of bags of trash removed during cleanups.

2. Spring Planting and Summer Maintenance
   a. Quantity and types of plants used.
   b. Before and after pictures of damaged and replaced planter installations.
   c. Amount of litter removed from planting beds.

Article II.  Bid Submittal Information

Section II.1  Question Submission
Questions regarding the implementation of this Contract should be submitted to the contact information listed below.

West Broadway Business and Area Coalition
Rob Hanson
1011 West Broadway Ave. Suite 202
Minneapolis, MN 55411
612-353-5178
rob@westbroadway.org
Section II.2 Pre Bid Meeting
A bidder desiring an explanation regarding the meaning or interpretation of the plans, contract documents or any form contained therein may attend one of the pre-bid meetings. Attending a pre-bid meeting is optional but encouraged. Please notify the contract administrator if you plan to attend a meeting. rob@westbroadway.org

Date: April 12th, 5:00 PM or April 15th 9:00 AM
Location: WBC Office, 1011 West Broadway Ave, Ste. 202, Minneapolis MN 55411

Section II.3 Terms of Contract
This contract shall start from the date of contract approval and end December 31, 2016. This contract can be renewed at the sole discretion of the WBC on an annual basis for the years 2017, and 2018.

Section II.4 Bid Submittal Requirements
Contractor bids should be received no later than April 22nd, 5:00PM. The WBC will not review late or incomplete proposals.

I. Qualifications
The Contractor shall provide a minimum of two (2) references where they have performed similar services for other commercial or governmental entities for at least three previous years. The reference shall include a contact name and telephone number.

The selected Contractor will be responsible for preparing all planters for planting (providing suitable growing soil), providing plants, and maintenance of plantings (including regular watering, pruning, “dead-heading,” and identification of damaged plantings in barrels.) The Contractor shall provide a suitable watering device, storage tank etc. suitable for mounting on a licensed motor vehicle. All plants and related materials shall be of the best quality available and resistant to an environment such as a city street or curb.

II. Service Implementation Descriptions
The Contractor shall include in its bid a statement providing a brief description of how they anticipate implementing the service task items listed below. Each description shall include an estimate of how many crew persons are expected to be deployed to perform the service task, the equipment expected to be employed, the general strategy to complete the task, and anticipated total labor hours required to complete each service task.

1. Spring Clean-Up
2. Spring Flower Planting
3. Summer Maintenance
4. Non Growing Season Decorative Planting
III. WBID Proposal Form
Bidders should complete Attachment 1: Design Plans, and Attachment 2: WBID Proposal Form. Bid prices cannot be amended after bid has been submitted. Payment will only be made for work performed and material furnished.

IV. Certificate of Insurance
The bidder should provide a current certificate of insurance. They should also acknowledge that they would be responsible for insurance requirements outlined in Appendix A (v).

Submissions: Contractors will submit proposal electronically to rob@westbroadway.org or either by mailing or dropping off in person to 1011 West Broadway Ave. Suite 202, Minneapolis, MN 55411. All bids must include the following:

1. References/Qualifications
2. Service Implementation Descriptions
3. WBID Proposal Forms (Attachments 1 and 2)
4. Current Certificate of Insurance

V. Bid Evaluation
The WBC reserves the right to reject any or all bids or parts of bids, to accept part or all of bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursements than described in the RFP, or the respondent’s reply based on the component prices submitted.

The WBC will evaluate Bids on the following criteria:

- Overall cost and value
- Contractor experience and references
- Capacity to perform work
- Ability to work within given timelines

Attachment 1: Design Plans
In the space below, provide planting design plans that lead to a diversity of planting schemes across the planters, incorporates sun and shade requirements, and lend themselves to a city environment. Design plans should be on a unit basis and include information on planting media, descriptions or visual representations of recommended plantings, and numbers of recommended plantings to be planted per unit.

Please provide planting schematics for: Planter Design “A”, Planter Design “B”, and Planter Design “C”

(Include those design schematics with submitted proposal)
Bidder offers to extend terms and conditions for an additional 12 month period at the sole option of the WBC __________ Yes/No, an additional 24 month period? __________ Yes/No

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Bid Quantity*</th>
<th>Per Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spring Clean-Up</td>
<td>Lump Sum</td>
<td>1</td>
<td>-</td>
<td>$</td>
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<tr>
<td>Spring Flower Planter Design “A”</td>
<td>Event</td>
<td>12</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(Including all material/labor costs)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring Flower Planter Design “B”</td>
<td>Event</td>
<td>8</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(Including all material/labor costs)</td>
<td></td>
<td></td>
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<tr>
<td>Spring Flower Planter Design “C”</td>
<td>Event</td>
<td>12</td>
<td>$</td>
<td>$</td>
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<tr>
<td>(Including all material/labor costs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summer Maintenance</td>
<td>Maintaining each planter weekly through growing season</td>
<td>26</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Winter Ornamental Planting</td>
<td>Event</td>
<td>32</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Basic Winter Maintenance</td>
<td>Maintaining each planter one time per month</td>
<td>6</td>
<td>$</td>
<td>$</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
*Bidder acknowledges that bid quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all Bid Unit Price items will be based on actual quantities. Bidder agrees to honor Bid Unit Prices regardless of actual quantities.

**The WBC is subject to Minnesota Sales and Use Tax for taxable items in accordance with the Minnesota Department of Revenue.

Appendix A: WBC and City of Minneapolis General Contracting Requirements and Conditions
(Revised – 10/16/14)

The General Conditions are terms and conditions that the WBC expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

(i) **WBC’s Rights**
The WBC reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids 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 Call for Bid, or the respondent’s reply based on the component prices submitted.

(ii) **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.

(iii) **Non-Discrimination**
The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affectional 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, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the WBC, 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.
(iv) **Disability Compliance Requirements**

All Contractors hired by the West Broadway Business and Area Coalition 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 WBC 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.

(v) **Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the WBC 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 WBC shall be named an additional insured. Amount of coverage may be 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 and the WBC shall be named an additional insured.

Acceptance of the insurance by the WBC 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 WBC does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The West Broadway Business and Area Coalition shall be named as an Additional Insured. Evidence of coverage is to be provided on a WBC-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.

(vi) **Hold Harmless**

The Contractor agrees to defend, indemnify and hold harmless the WBC, 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.

(vii) **Job Conditions**

All bidders are expected to visit the site of the work and inform themselves as to existing conditions, and failure to do so shall in no way relieve the successful bidder from the necessity of furnishing all equipment and materials and performing all work required for completion of the contract in accordance with the plans and specifications. No allowance will be made for failure of a bidder to estimate correctly the cost and the difficulties attending performance.

Bidder is expected to base his/her bid on materials and equipment complying fully with the plans and specifications, and in event he names in his/her bid materials and equipment which do not conform, he/she will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

(viii) **Subcontracting**

The Contractor shall provide written notice to the WBC and obtain the WBC’s authorization and written approval to sub-contract any work or services to be provided to the WBC pursuant to this Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor’s undisputed, completed work, within ten (10) days after the Contractor has received payment from the WBC.

(ix) **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 WBC, 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 WBC.

(x) **General Compliance**

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

(xi) **Performance Monitoring**

The WBC will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the WBC 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 WBC, this Contract may be terminated by written notice to Contractor. All work submitted by Contractor shall be subject to the approval and acceptance by the Contract Administrator designated herein. The Contract Administrator 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.

(xii) 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 WBC; 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.

(xiii) Accounting Standards
The Contractor 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.

(xiv) Retention of Records
The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form 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.

(xv) 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 WBC any requests from third parties for information relating to this Contract. The WBC agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the WBC, 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 Bids shall be treated as non-public information until the Bids are opened for review by the WBC. At that time, the names of the responders become public data. All other data is private or non-public until the WBC has completed negotiating the Contract with the selected Contractor. At that time, the Bids 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.
(xvi) **Inspection of Records**
All Contractor records with respect to any matters covered by this Contract shall be made available to the WBC or its designees at any time during normal business hours, as often as the WBC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

(xvii) **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.minneapolismn.gov/cped/ba/cped_living_wage](http://www.minneapolismn.gov/cped/ba/cped_living_wage)) Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any WBC contract for services valued at $100,000 or more or any WBC 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. See the website listed for current living wage rates in the City of Minneapolis.

(xviii) **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.

(xix) **Conflict and Priority**
In the event that a conflict is found between provisions in this Contract and the Contractor’s Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

(xx) **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 WBC. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the WBC representative identified as the Contract manager in this contract and ask for an interpretation.

(xxi) **Termination**
The WBC may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the WBC 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 WBC shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the WBC shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the WBC 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 WBC, become the
property of the WBC, 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 WBC for damages sustained by the WBC as a result of any breach of this Contract by the Contractor. The WBC 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 WBC is determined. The rights or remedies provided for herein shall not limit the WBC, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

(xxii) 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 WBC upon final approval of the final report or upon request by the WBC at any time before then. The WBC may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

(xxiii) Intellectual Property
Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the WBC 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 produced by the Contractor under this Contract will be the exclusive property of the WBC and will be surrendered to the WBC 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.

Contractor is the sole owner of any software, program or application where the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

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.

(xxiv) Equal Benefits Ordinance
The Service Provider shall extend any benefits offered to its employees based on marital status to
employees with domestic partners registered as such pursuant to Minneapolis Code of Ordinances: Section 142.30. In addition, the Service Provider will require its subcontractors to extend the same benefits to any of their employees providing services to the District.