



Public Health
Prevent. Promote. Protect.

Bloomington Public Health Division

**Statewide Health Improvement Partnership (SHIP)
2024 Community Partner Awards**

INFORMAL REQUEST FOR PROPOSAL

**FOR THE CITY OF BLOOMINGTON, MINNESOTA
PUBLIC HEALTH DIVISION**

DUE DATE: 11:59 PM, March 15, 2024

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1. OVERVIEW

The City of Bloomington (the “City”) Public Health Division is seeking applications from qualified vendors/companies to implement projects serving the Cities of Bloomington, Edina, and Richfield.

Enclosed are the instructions for application for these funds and the scope of work.

Bloomington Public Health (BPH) is offering funding for community-led projects that expand active living, healthy eating, commercial tobacco-free living, and well-being. This funding comes from the Minnesota Department of Health’s Statewide Health Improvement Partnership (SHIP) and will be available to organizations serving Bloomington, Edina, or Richfield, Minnesota.

BPH serves these three communities to create opportunities for health where we live, work, and play. We work with partners in schools, childcare, health care, workplaces, and other community settings to create a culture of health that supports and promotes wellbeing.

Funding Available

Community Partner Awards shall not exceed **\$24,999** per application.

Projects are expected to have an implementation period of up to six (6) months.

If funded, organizations are eligible to reapply for continued funding in subsequent funding cycles.

Each project must clearly link to policy, systems, or environmental (PSE) change. There is no requirement to work on all three types of change at the same time. However, if environmental change is selected, it is strongly encouraged to combine environmental change with a policy or system change to support and sustain environmental change.

Each project will focus on at least one of the four Context areas: MN Eats, MN Moves, MN Commercial Tobacco-Free, MN Wellbeing to support the Context area vision and strategic directions.

Please refer to the following resources for more detailed information on project criteria, requirements, and PSE examples.

1. 23-24 SHIP CPA Instructions
2. 23-24 SHIP CPA Program Definitions

Funding Timeline

January 16, 2024 - Applications Open

March 7, 2024 – Last day to submit all inquiries, questions, or clarifications about this RFP

March 15, 2024 – Applications Due

March 29, 2024 – Applicants notified of award status

April 15, 2024 – Contract Negotiation & Finalization

October 31, 2024 – Final Reports Due & Funds must be invoiced

Suggestions for improvements to the scope/work plan will be considered without prejudice.

2. SUBMITTAL PROCEDURES

Apply for funding by completing the online application and budget form. Oral, facsimile, email, hard copy, or telephone Proposals are invalid and will not receive consideration.

Proposals shall be submitted prior to the time and date indicated in the guidance for application. Proposers may edit or withdraw their Proposal prior to the closing time and date. Proposals received after the time and date designated for receipt of Proposals will not be reviewed or considered for award.

The Proposer shall assume full responsibility for timely submission designated for receipt of Proposals. Late Proposals are not considered. The timing of Proposal submission is based on when the Proposal is received, not when a Proposal is submitted, as Proposal transmission can be delayed due, but not limited to, file transfer size and transmission speed.

The Proposer shall receive a confirmation email from ship@bloomingtonmn.gov confirming that their Proposal was submitted successfully. If you do not receive a confirmation email, contact the City of Bloomington Public Health Division SHIP team at ship@bloomingtonmn.gov to request this confirmation.

Proposers must complete all required elements of the application, as specified at the following link:

[Community Partner Award Application – Grant Year 2024](#)

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals based on considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the Proposer's reply based on the component prices submitted. The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

Proposers must be a corporation or nonprofit registered with the Minnesota Secretary of State, or an individual person. A person who is authorized to sign on behalf of the responding vendor must sign the Proposal. The Proposer shall acknowledge that the Proposal complies with any amendments, alterations, or deletions to the RFP. After the submittal deadline, vendors may not modify, withdraw, or cancel their Proposals for a minimum of ninety (90) days following that date.

The City is not responsible for any costs incurred by the responding Vendor in the preparation of the Proposal or for any other cost to the Vendor associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of

contract result from this solicitation. This RFP does not obligate the City to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is in the best interest of the City.

3. INQUIRIES

It shall be the responsibility of the Proposer to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Questions related to this RFP are to be submitted to the SHIP team via email at ship@bloomingtonmn.gov.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFP. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days. Inquiries and the City's response will be provided to all Contractors who acquired an RFP.

All questions must reference the page number, section heading, and paragraph.
Please place the title of the RFP in the subject line of the email.

4. ADDENDA

Interpretations, corrections and changes to the RFP will be made by the City through the use of an addendum. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections and changes.

Addenda will be available via the SHIP program website where all application materials will be posted.

- a. It is the responsibility of the Proposer to ensure they have received all Addenda that are issued. Proposers should check online at <https://www.bloomingtonmn.gov/ph/statewide-health-improvement-partnership-ship>.
- b. Proposals submitted prior to the RFP closing time and date will be withdrawn automatically by the RFP System if additional Addenda are issued. The SHIP team will inform the Proposer of updates to the RFP via email and provide opportunities to update application prior to the submission deadline.

The Proposer is solely responsible to:

- a. make any required adjustments to their Proposal;
- b. acknowledge any addenda; and
- c. Ensure their re-submitted Proposal is received by the SHIP team no later than the stated RFP closing time and date.

All written inquiries will be responded to within three (3) business days. An addendum may be issued at any time withdrawing the RFP or postponing the proposal due date.

5. PROPOSAL SUBMITTAL REQUIREMENTS

Your Proposal must include the following components:

- a. Completed Application Form
- b. Completed Budget Proposal Form(s)
- c. Completed Statement of Non-Collusion
- d. Completed Acknowledgement of Application and Addenda

All completed proposal application requirements must be submitted through the [online application](#) by the application deadline.

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6. PROPOSAL EVALUATION CRITERIA

City of Bloomington Public Health Division staff will review your Proposal and budget to ensure it meets minimum requirements set by MDH. We may reach out to ask clarifying questions in this process and request additional programmatic or budget details. If a Proposal requires MDH approval, we may forward the Proposal to MDH for further review.

Proposals will be scored using [evaluation criteria](#) by an Evaluation Team. The evaluation criteria will include scores for program fit per SHIP requirements, budget, and impact. Proposals will be examined to eliminate those that are non-responsive to the stated requirements. Proposals will be reviewed, and a recommendation of award made based on the Proposal(s) most closely meeting the needs outlined in this RFP and providing the best value for the City.

If a Proposal is approved for funding, Bloomington Public Health staff will reach out with a final contract for review and signature, and will include directions on deliverables, how to invoice expenses, and final reporting requirements.

Evaluation Criteria

For a specific list of evaluation criteria and associated scoring available for each element of the application, please refer to the 2024 SHIP Community Partner Awards [Scoring Sheet](#).

The Proposer submitting the selected Proposal will be required to sign an agreement with the City of Bloomington based on their Proposal. All parties who submit Proposals will be notified by email of the City's decision regarding selection.

7. DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become the property of the City and will become public records after the evaluation process is completed and an award decision made. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Proposer must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents, and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as the trade

secret materials are in the possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Proposer to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is executed.

8. SCOPE OF WORK

Bloomington Public Health serves Bloomington, Edina, and Richfield communities to create opportunities for health where we live, work, and play. We work with partners in schools, childcare, health care, workplaces, and other community settings to create a culture of health that supports and promotes well-being.

Organizations are invited to apply and request up to **\$24,999** in funds. This opportunity is available to organizations serving the cities of Bloomington, Edina, or Richfield, Minnesota. Priority is given to organizations that serve communities who experience greater health disparities (for example: Black, Indigenous, and People of Color (BIPOC), LGBTQ+ communities, disability community, people with lower or fixed income, people ages 65 years and older, people 18 years and under, and those experiencing mental health needs and/or substance use).

The proposed projects must meet at least one of the **contract areas**: MN Eats, MN Moves, MN Commercial Tobacco-Free Living, or MN Wellbeing.

The proposed project must serve in one or several of the following **settings**: community, schools, workplace, health care and child care.

If an application requires MDH approval, we may forward the application to MDH for further review. The scope of the Proposal and budget may change per MDH review to meet [SHIP requirements](#).

Applications are due **March 15, 2024, at 11:59 p.m.**

For reference, please refer to this link for application materials in English, Spanish, Somali and Vietnamese.

9. APPLICATION

Please visit the online application form.

A. ORGANIZATION INFORMATION

Organization Name:

Mailing Address:

Primary Contact / Project Leader for this application.

Name:

Email Address:

Phone Number:

Individual who will sign a contract, if awarded.

Name:

Email Address:

Phone Number:

Please provide a brief description of your organization’s mission and work (300 words max).

B. PROJECT PROPOSAL

Please describe the focus or vision for your project.

What do you hope to accomplish and how will you accomplish it? (300 words max)

**Project must be completed by October 31st, 2024*

Please describe the need for this project. (300 words max)

Partnerships are encouraged but not required.

List any organization or partners that might work with you and their role in the project.

Select the Statewide Health Improvement Partnership (SHIP) context area you are proposing to work in.

Check all that apply.

- MN EATS (Healthy Eating)
- MN MOVES (Active Living)
- MN Commercial Tobacco-Free Living
- MN Well-being

Select the project setting area that you are proposing to work in.

Check all that apply.

- Community
- Schools
- Healthcare
- Workplace
- Childcare

Select the community that will be reached by this project.

Check all that apply.

- People 65 years and older
- People 18 years and older
- Black, Indigenous, and People of Color (BIPOC)
- LGBTQ+ communities
- Disability communities
- People with low or fixed incomes
- People living with mental health need and/or substance misuse
- Other: _____

What is the estimated number of individuals that will be reached by this project?

Select the city that your project will be impacting.

Check all that apply.

- Bloomington
- Edina
- Richfield

Please describe how health equity has been considered in this project.

How does this project focus on health equity and/or increase opportunities for health that would not otherwise be available or accessible to your focus population? (max 300 words)

How do you plan to continue, expand, or sustain this project so that it benefits others after SHIP funding? In other words, please tell us how this project is related to a larger or long-term goal your organization might be working towards. (max 300 words)

Please describe the changes to policy, system, or environmental (PSE) that you hope this project will accomplish. You may use the [Program Definitions Guide](#) for reference. (max 300 words)

Do you need further technical assistance to identify PSE change for your proposed project?

- Yes
- No
- Unsure

How do you plan on communicating the success of this project with your partners and community?
(300 words max)

C. BUDGET

What is your total budget request for this project?

**Please list the amount of budget requested for each City served.
If the project serves multiple cities, please list the amount requested for each City.**

Bloomington

\$

Edina

\$

Richfield

\$

The SHIP grant requires each project to provide an in-kind contribution that is at least ten percent (10%) of the total funding amount requested. An in-kind match is a non-cash contribution of the fair value of goods or services that support SHIP activities, contributed by the community partner. Examples of in-kind contributions include time contributed by staff, or volunteers, donated meeting space, donated printing, etc.

**How does your organization plan to meet this requirement?
Please include all in-kind contributions including the dollar amount.**

The chosen company will be required to enter a written contract with the City of Bloomington and will be required to comply with any additional terms therein.

10. BUDGET PROPOSAL

Please complete a separate budget proposal sheet for each City you plan to serve through this project.

Please refer to the [online application](#) for the fillable version of the budget proposal

Planned Activity	Units Requested	Per Unit Cost	Budgeted Amount for Activity	Budget Justification: describe each item that will be purchased or paid for using SHIP funds.
<i>Example: seeds for community garden</i>	100	\$4	\$400.00	<i>Seeds provided to community gardeners to grow new crops</i>

Total Amount Requested				
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11. STATEMENT OF NON-COLLUSION

The following statement shall be made as part of the Contractor’s proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor’s corporation with authority to sign on the Contractor’s behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City / State / Zip Code

Telephone and Fax Numbers

Email Address

12. ACKNOWLEDGMENT OF APPLICATION AND ADDENDA

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Organization Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

13. CONTRACT TERMS

The clauses included in the sample contract will be included in the contract between the City and the Proposer that has been chosen to provide the Services described herein and in the Proposer's Proposal. Any exceptions to the contract terms and conditions included in the RFP must be identified in the submitted Proposal.

14. SAMPLE AGREEMENT

SERVICES AGREEMENT

INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD

THIS AGREEMENT is made on _____ (“Effective Date”) by and between **INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD**, a **choose type of business from drop down** located at **enter Contractor’s registered business address** (“Contractor”), and **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 (“City”):

RECITALS

- A. Contractor is engaged in the business of providing **[Comments]** services.
- B. City desires to secure a contract to provide **enter specific services the City wants the Contractor to provide**.
- C. Contractor represents that it has the expertise and capabilities to provide City with the requested services.
- D. City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, City and Contractor agree as follows:

AGREEMENT

- 1. **Services to be Provided.** Contractor agrees to provide City with **[Comments]** services as described in Contractor’s Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between City and Contractor (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
- 2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of **enter completion date of contract** or completion of the Services unless terminated by City or amended pursuant to the Agreement.
- 3. **Consideration.** The consideration, which City shall pay to Contractor and shall not exceed **\$enter total \$ amount of contract**, for both the Services performed by Contractor and the

Agreement ID: 2024-_____

expenses incurred by Contractor in performing the Services, shall be as set forth in Exhibit A and incorporated into this Agreement. City shall make progress payments, based on monthly invoices from Contractor. City's payment shall be made within 30 days after Contractor's statement. Contractor's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during that billing period.

4. **Expense Reimbursement.** Contractor will not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of City, which approval may be provided via electronic mail.
5. **Approvals.** Contractor will secure City's written approval before making any expenditures, purchases, or commitments on City's behalf beyond those listed in the Services. City's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
 - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City;
 - c. City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
 - d. City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.In the event of a termination, City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination. As set forth in this Agreement, the parties agree that certain paragraphs in this Agreement survive termination of this Agreement.
7. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Contractor shall not be exclusive. City is entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain

such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled. These obligations survive termination of this Agreement.
11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved Services can be performed, Contractor shall provide certificate of insurance with limits of insurance of at least all of the following amounts:
 - a. Worker's Compensation Insurance as required by Minn. Stat. §176.181;
 - b. Commercial General Liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage;
 - c. Auto Liability in an amount not less than \$1,000,000.00 per occurrence;**
 - d. Pollution Legal Liability in an amount not less than \$5,000,000.00 for each occurrence and \$5,000,000.00 aggregate; and**
 - e. Cyber/Tech E&O in an amount of not less than \$2,000,000.00 per claim.]**

To meet the minimum Commercial General Liability and Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. **Cyber/Tech E&O insurance shall be maintained in force at all times during the term of the Agreement and for a period of 3 years after termination of this Agreement.**

Contractor shall also name City as an additional insured on its Commercial General Liability, **Auto Liability**, and Umbrella or Excess policies, and will provide City with a current certificate of insurance that includes the following language: **"The City of Bloomington is named as an additional insured with respect to the commercial general liability, automobile liability, pollution liability, and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages."** The certificate of liability insurance must also contain a statement that Contractor or its insurance provider shall not cancel or amend the policies included on the certificate unless thirty (30) days' written notice is provided to City, or ten

(10) days' written notice in the case of non-payment. These obligations survive termination of this Agreement.

12. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability, or commercial general liability or commercial umbrella/excess liability insurance obtained by Contractor pursuant to Paragraph 11 of this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
13. **Assignment and Subcontracting.** Neither City nor Contractor shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
14. **Independent Contractor.** Contractor shall be deemed an independent contractor. Contractor's duties will be performed with the understanding that Contractor has special expertise as to the Services that Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Contractor. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this Agreement. All Services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
15. **Compliance with Laws.** Contractor shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the applicable services detailed in the attached exhibits or any supplemental letter agreement. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City

property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of this Agreement and sufficient grounds for immediate termination of this Agreement by City. These obligations survive termination of this Agreement.

16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and Contractor and supersedes any other written or oral agreements between City and Contractor. This Agreement can only be modified in writing signed by City and Contractor. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.
19. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of City. In the event of a conflict of interest, Contractor shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide the Services.
20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by City or as required by law. These obligations survive termination of this Agreement.
21. **Agreement Not Exclusive.** City retains the right to hire other **[Comments]** service providers for other matters, in City's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. Contractor agrees to

notify City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from City, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.

23. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify City from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
24. **Authorized Agents.** City’s authorized agent for purposes of administration of this Agreement is **enter City’s department contact for this contract**, the **enter title of City contact** of City, or designee. Contractor’s authorized agent for purposes of administration of this Agreement is **enter Contractor’s contact name**, who shall perform or supervise the performance of all Services.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Contractor: **enter Contractor’s business name and address**;
Attn: **enter Contractor’s name, email and phone number**;
- City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431,
Attn: **enter City’s contact name, email and phone number**;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
29. **Payment of Subcontractors.** Pursuant to Minnesota Statutes § 471.425, subd. 4a, Contractor agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from City for undisputed services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
30. **Publicity.** City and Contractor shall develop language to use when discussing the Services. Contractor agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Contractor cannot use City's logo or state that City endorses its services without City's advanced written approval.
31. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, as described in this Agreement, personally.
33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Contractor have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

**INSERT CONTRACTOR LEGAL
NAME – ALL CAPS/BOLD**

DATED: _____ BY: _____
Its: _____

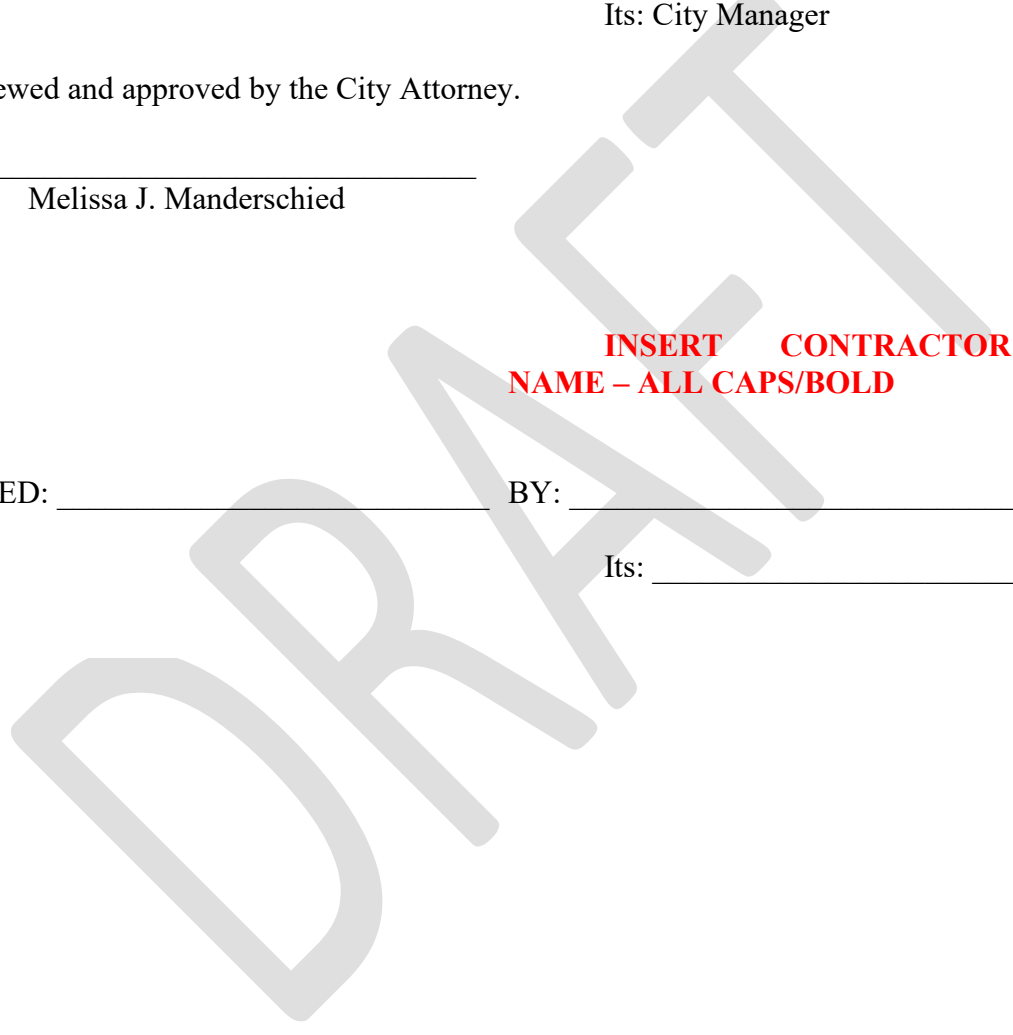


EXHIBIT A TO SERVICES AGREEMENT BETWEEN **INSERT CONTRACTOR LEGAL
NAME – ALL CAPS/BOLD** AND
THE CITY OF BLOOMINGTON, MINNESOTA

SCOPE OF SERVICES

DRAFT