

Request for Proposals



**City of Minneapolis
Human Resources Department**

**Management Assessment and Related Services
Event #~~0000004169~~ 0000004207**

**Proposals Due by: 2:00 PM, Minneapolis Time
07/08/2026**

June 8, 2026

To whom it may concern:

Attached is a Request for Proposal (RFP) for Professional Services to assist in the assessment, selection and development of candidates for Department Head positions and for other executive, managerial and leadership positions. The City utilizes the results of management assessments to evaluate the candidate's knowledge, skills, and abilities to perform the responsibilities associated with the position they are being considered. Assessment results are also used to develop professional development plans for candidates who are ultimately selected and hired by the City. Follow-up coaching services may also be requested and utilized by the City.

Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by July 8, 2026.

Thank you for your consideration.

Sincerely,

Nikki Odom
Chief Human Resources Officer
City of Minneapolis

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REQUEST FOR PROPOSALS FOR Management Assessment Services

- I. INVITATION:** It is the intention of the City to solicit proposals for management assessment services. Over the years, the City has used management assessments to assist in the selection of candidates for Department Head positions and for other executive, managerial, and leadership positions. The City utilizes the results of the assessments to evaluate the candidate's knowledge, skills, and abilities to perform the responsibilities associated with the position for which they are being considered.

The City of Minneapolis (the City) makes this Request for Proposals (the RFP) in order to select a qualified Consulting Firm (the Consultant) for providing Management Assessment services (the Project). The Project is generally described in the "Scope of Services" (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

- II. PRE-PROPOSAL VIRTUAL MEETING:** A virtual pre-proposal meeting will be held on Monday, June 15, 2026, at 9:00 AM CDT for potential Vendors. To access the meeting, use [this link](#) (Meeting ID: 249 152 727 409 83, Passcode: cP22EZ2A). Or dial in by phone 612-276-6670 (phone conference ID: 575 690 39#). We encourage you to join a few minutes early to ensure you're connected on time. While participation in the virtual meeting is not required, it is encouraged for all Vendors considering responding to this RFP, as it will be the only opportunity to ask questions directly of staff.

III. PROPOSAL SUBMITTAL

All proposals must be submitted electronically through the eSupplier Portal. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the "Forgot Password" tile to enter your User ID and a new password will be emailed to you. If you are not already a city supplier, click on the eSupplier link below and then click on the "Bidder/Payee Registration" tile to register. If you need further assistance with eSupplier, please send an email to eprocurement@minneapolismn.gov.

eSupplier Portal – Electronic Proposal Submission
<https://comet-fs.ci.minneapolis.mn.us/psc/supplier>

NOTE: Late Proposals will not be accepted.

- IV. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant's understanding of the RFP including a brief summary of the Scope of Work.

Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

2. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. Attachment C can be used to list some or all of this information.
4. References - List references from contracts similar in size and scope. Attachment D can be used to list some or all of this information.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates and minimum billing increments, if any; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service. Attachment E can be used to list some or all of this information.
7. Insurance - Provide evidence of the Consultant's ability to meet the insurance requirements described in Attachment A, including a description of current insurance coverage and limits.
8. Company Financial Information - [Proof of financial responsibility, any bankruptcy filings by the consultant, its principles and officers during the previous seven years, if deemed necessary]
9. Work Samples - Provide examples of work products your company has delivered that you believe would help the City evaluate the management assessment services your organization delivers. Please provide examples of work products, including but not limited to the following:
 - Feedback reports provided to a candidate who was assessed.
 - Management assessment reports provided to the hiring authority.
 - Individual development plans developed for the employee that were created based on the results of the management assessment.
 - Other information you believe would help the City evaluate the management assessment services your organization delivers.

V. EVALUATION OF PROPOSALS – SELECTION OF *CONSULTANT*: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Human Resources and other City staff assistance as they might require. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in the Section titled "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal.

- B. Qualifications and experience of staff (includes a review of references).
The Consultant must have:
- Experience and a proven track record of providing management assessment related services.
 - It is highly desirable that The Consultant have experience providing management assessment services to public sector including local governmental agencies.
 - Consultants must indicate whether their organization has the capacity to develop and deliver management assessment services required by the City.
 - Consultants must demonstrate their ability to administer a comprehensive set of assessment services that assess a candidate's qualifications/suitability for a position while providing information to the appointing authority that will assist in the final hiring decision.
 - Consultants can demonstrate their ability to provide these services by providing a list of clients (current and past), job titles or positions and dates of these assessments.
 - Consultants are encouraged to provide examples of management assessment reports that were provided to their clients.
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Cost of services proposed.
- G. Insurance coverage as defined for the services.
- H. Quality, clarity, and usefulness of submitted work samples and management assessment related deliverables, including the extent to which reports provide actionable information to appointing authorities and meaningful developmental feedback to candidates.

A formal Presentation/Interview may be requested of the "short list" Consultant/s. Specifically, the City requests that the Consultant's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the project team (including any sub-consultants) participate in the formal presentation/interview.

The Presentation/Interview of the "short listed" Consultant's may consist of the following elements:

1. Discussion of the Consultant's approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Consultant's experience as related to the Scope of Services, including qualifications and experience of assigned staff.

The Evaluation Panel may schedule and arrange for the presentations.

VI. SCHEDULE: The following is a listing of key Proposal and Project milestones and duration:

RFP Release	June 8, 2026
Pre-Proposal Conference	9:00 AM on June 15, 2026
Questions on RFP Due by	4:00 PM on June 16, 2026
Responses to Questions posted by	2:00 PM on June 23, 2026
Proposals due by	2:00 PM on July 8, 2026
Estimated Consultant selection	July 27, 2026
Estimated services start date	September 30, 2026
Estimated services end date	September 30, 2029
Duration of contract (not to exceed 3 years)	Other

VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Contractor's selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single/multiple contracts for a term of three (3) years.

VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Contractor's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to:

Contract Manager: Rich Parocha, Director of HR Business Partner Solutions
City of Minneapolis Human Resources
Email: Richard.parocha@minneapolismn.gov

Responses to the questions will be posted to the current event in the eSupplier Portal – Contracting Opportunities.

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

IX. REJECTION OF PROPOSALS: The City does not promise to accept the lowest cost proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Contractor, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any Contractor, or to proceed to do the work otherwise. Incomplete proposals and proposals not sufficiently detailed or not in acceptable form may be rejected by the City.

X. ADDENDUM TO THE RFP: If any addendum is issued for the RFP, it will be posted as an attachment to the current event. The City reserves the right to cancel or amend the RFP at any time.

XI. DATA PRACTICES: Data you provide in response to this RFP will be subject to the Minnesota Government Data Practices Act and may be available to the public. Minn. Stat. 13.591 classifies

Business Data and subdivision 3 specifically addresses data submitted in response to an RFP. If you are submitting specific data which you believe meets the definition of trade secret data as defined in Minn. Stat. 13.37, please indicate this on the documents containing the data. The City may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. 13.37, subdivision 1(b).

ATTACHMENT A

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000

(Revised: May 6, 2026)

The General Conditions are terms and conditions that the City expects its Contractors and Consultants (“Contractor”) to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in any Proposal to which these terms are attached. Some negotiation is possible to accommodate the Contractor’s suggestions.

1. General Compliance

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

2. Equal Opportunity Statement

The Contractor agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights of and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Contractor. The federal, state and city statutes and ordinances to which the Contractor shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C. Sections 12101-12213 (the Americans with Disability Act), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986), and all regulations and policies promulgated to enforce these laws. The Contractor shall have submitted and had an “affirmative action plan” approved by the City prior to entering into a Contract.

3. Anti-Discrimination Statement

The Contractor agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in any provision of services to the public contracted for under this Contract, such that the contracted services are provided to the public without discrimination based on race, color, creed, religion, ancestry, national origin, sex, sexual orientation, familial status, gender identity, disability, age, marital status, status with regard to a public assistance program, housing status, justice-impacted status, height and weight, or any combination thereof.

4. Compliance with Web Content Accessibility Guidelines

The Contractor agrees that web content and mobile applications created pursuant to this Contract shall be compliant with the requirements and standards of the Americans with Disabilities Act and the Web Content Accessibility Guidelines Version 2.1, Level AA unless a legal exception or exemption applies.

5. 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.

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 City does not represent that the insurance requirements are sufficient to protect the Contractor's interests or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. 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 sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Contractor and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high-risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its subcontractors and 2) the negligence or failure to render a professional service by the Contractor or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Cyber Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of not public information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the City's not public data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must

provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Contractor commences work, whichever is earlier.

6. Indemnity and Hold Harmless

The Contractor will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Contractor's insurance coverage, arising directly from any negligent act or omission of the Contractor, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Contractor, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Contractor to 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.

Where the Services provided by the Contractor to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Contractor will not be obligated to defend the City as required above.

7. Subcontracting

The Contractor shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

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 which will not be withheld or delayed unreasonably.

9. 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 to cure such substandard performance 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.

10. Prior Uncured Defaults

Pursuant to Section 18.110 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

11. Independent 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 subcontractors 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, by or on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the 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 (GAAP) to properly account for expenses incurred under this Contract.

13. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14. Audit Requirements for Cloud-Based Storage of City Data

If the Contractor's services include the storage of City data using a cloud-based solution, then the Contractor agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Contractor shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 18 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Contractor agrees to provide a .pdf copy to the City's Contract Manager, upon the Contractor's receipt of the audit results.

15. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Contractor and any of the Contractor's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-

compliance as though they were a “governmental entity.” 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 its employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws. The Contractor’s duty to comply with Minn. Stat. Chap. 13 and all other applicable federal and state laws relating to the protection of data will continue past the expiration of this contract. The requirements of this paragraph shall apply regardless of the location of the data.

16. Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

17. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Contractor with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor or Legislative Auditor, as appropriate, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

18. 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”). 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 subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

19. Displaced Contract Service Workers

If Contractor’s contract requires the services of fifteen or more employees, includes a subcontractor, and involves the provision of janitorial or security service work, Contractor must comply with the Minneapolis Code of Ordinances, Chapter 39, “[The Protection of Displaced Contract Service Workers Ordinance](#)” (the “Ordinance”). Section 39.30 and Section 39.40 of the Ordinance generally require the successor Contractor to retain employees of the

previous Contractor for a 90-calendar day transition period. If the performance of one or more of the retained employees is determined by the successor Contractor to be satisfactory, the successor Contractor shall offer each transition employee continued employment under the terms and conditions of the successor Contractor.

20. Prevailing Wage Ordinance

If this Contract involves the construction, alteration and/or repair, including painting, decorating, sodding and landscaping of public buildings, or similar public works of the City which requires or involves the employment of mechanics and/or laborers, then all federal labor standards and prevailing wage provisions applicable to federal contracts in accordance with the federal Davis-Bacon Act and related federal regulations except as noted in section [24.240](#) of the Minneapolis Code of Ordinances are applicable to this Contract as if fully set forth herein and all contractors and subcontractors shall fully comply with such provisions regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and their employees. Compliance with the City of Minneapolis [Prevailing Wage Ordinance](#), sections 24.200 through 24.265 of the Minneapolis Code of Ordinances, is required as a material term of this Contract and all such provisions are expressly incorporated by reference herein.

21. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract without regard to conflict of law rules, 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.

22. Conflict and Priority

If the Contract was awarded by RFP and 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.

23. Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's [Contractor Travel Reimbursement Conditions](#).

24. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this

Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

25. Termination, Default and Remedies

The City may terminate 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 or such other reasonable time period to cure the default has been provided. The City reserves the right to terminate this Contract without penalty, effective immediately, if circumstances arise which prevent the City from commencing or continuing the Contract, or if it is determined that the City was fraudulently induced to enter into the Contract. In such a situation, the City will issue a written notice to "stop work" and demand the Contractor mitigate any Contract-related expenses.

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

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. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

26. Ownership of Materials

Unless otherwise expressly provided by the Contract, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract, including summaries of data and derived data, shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

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.

27. Intellectual Property

All Work produced by the Contractor under this Contract is classified as “work for hire” and upon payment by the City to the Contractor will be the exclusive property of the City and will be surrendered upon demand to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Contractor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently of the contract, 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.

28. City Open Data Policy

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Contractor and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Contractor (or any subcontractor of sub-consultant of the Contractor) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Contractor and any of Contractor’s subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Contractor shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

29. Artificial Intelligence Technology Use

- i) Definitions. For the purposes of this Section: “AI Tool” means [any and all machine learning, deep learning, and other artificial intelligence (“AI”) technologies, including statistical learning algorithms, models (including large language models), neural networks,

and other AI technology or methodologies, all software implementations of any of the foregoing, and related hardware or equipment [capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts].

- ii) Disclosure on Use of AI tools. Contractor must notify the City of any work product, as defined by the scope of services in this agreement, which was created in whole or in-part by the use of AI tools.
- iii) Prohibition on Use or Input of Privileged, Confidential and Not-Public Data into an AI tool. Except with the express written approval by the City or pursuant to express terms of this agreement, Contractor will not, and will not permit any Person to, input or use any privileged or confidential and not-public data, pursuant to the Minnesota Government Data Practices Act, into any AI tool, including:
 - (i) to develop, train, retrain, tune, validate, modify, update, or otherwise improve any AI Tool; or
 - (ii) in prompts for any AI Tool.
- iv) Use of AI Features and AI Contractor Output. Contractor is solely responsible for: (a) evaluating suitability of AI tools for delivering on scope of services in this agreement ; (b) Contractor's use and operation of the AI tools in accordance with relevant standards, including ensuring human oversight and monitoring; (c) evaluating (including by human review) AI Tool output for accuracy, completeness, lawfulness (including for trademark and copyright violation), and other factors relevant to Contractor's use before delivering work to the City; and (d) Contractor's decisions, actions, and omissions in reliance or based on the use of any AI Tool.

30. Equal Benefits Ordinance

[Minneapolis Code of Ordinances, Section 18.180](#), 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 \$175,000. 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 \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

31. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Consultant must comply with the Small & Underutilized Business Program (SUBP),

as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract in excess of one hundred and seventy five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled “Subcontracting” in the Terms and Conditions. Consultant is encouraged to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. The SUBP only recognizes MBEs/WBEs certified through the Central Certification Program (CERT). To locate certified MBEs/WBEs, please visit the CERT online directory at: <https://cert.smwbe.com/FrontEnd/searchcertifieddirectory.asp>

32. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Contractor.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the City nor the Contractor is an agent, partner, or joint venturer of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Contractor.
7. **Electronic Signatures and Counterparts** – This Contract may be executed in counterparts, each of which has the effect of an original. An electronic signature will be deemed an original signature.
8. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT B

SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole but are by no means conclusive.

Over the years, the City has used management assessments to assist in the selection of candidates for Department Head positions and for other executive, managerial, and leadership positions. The City utilizes the results of the assessments to evaluate the candidate's knowledge, skills, and abilities to perform the responsibilities associated with the position for which they are being considered. The City may also use the results of the assessments for professional development purposes.

A. Services

The City will require the Consultant to deliver the necessary management assessment services needed by the City including, but not limited to the following tasks:

1. Administer and deliver comprehensive management assessment services for executive, management, and leadership positions. Consultants should provide a description of the process used to assess candidates for these types of positions.
2. Utilize a series of assessment tools that are job-related and that assess a candidate's suitability for a position. Consultants should fully describe the process used to determine how and what assessments are conducted, including a description of how the Consultant determines what job-related factors will be assessed and once determined, how the assessment battery is determined. Include information on how the assessment/selection tools the Consultant utilizes are job-related consistent with the [Uniform Guidelines on Employee Selection Procedures](#). Moreover, the effectiveness of the management assessment tools must be established through independent research or data analysis, or generally accepted best practices, and the Consultant must demonstrate the assessment tools' effectiveness through its response to this RFP and/or interview or presentation to the City.
3. Provide customized management assessment services that will assess the key competencies, knowledge, skills and abilities needed to perform successfully in the position being filled by the City.
4. Develop and deliver a management assessment process (assessment battery) that is sufficiently comprehensive to assess candidates in relation to the position being filled. For example, a full day assessment may be necessary for a department head position while a half-day assessment may be suitable for an entry level manager position.
5. Create and deliver management assessment reports that include:
 - a. Strengths and weaknesses of the candidate.
 - b. Suitability of the candidate compared to what is needed/required in the position.
 - c. An overall assessment of the candidate's readiness, suitability, strengths, developmental areas,

and alignment with the competencies and leadership demands of the position.

6. Provide remote access to management assessment tools and reports through a secure password protected website.
7. Upon request of the City, the Consultant shall prepare and deliver hardcopies of the management assessment reports to the final appointing authority and the Chief Human Resources Officer (or their designee(s)). The hard copies will be provided on behalf of the Consultant at no additional cost to the City.
8. Provide follow-up/feedback services, to enable the candidate to better understand their strengths and areas for improvement as identified from the management assessment process. Follow-up and feedback services may include but are not limited to creation of individual development plans and executive coaching.
9. Confidentiality is of extreme importance to the City. All management assessment related information including the assessment results must be kept confidential and secure at all times. Information collected may be subject to the Minnesota Government Data Practices Act as described in Attachment A.
10. At the request of the City, the Consultant must attend at least one “organizational” meeting with department heads (and/or the HR Business Partners) to describe the management assessment process, the steps involved, timelines, etc., and answer questions. The Consultant must provide this service at no additional cost to the City.
11. The City reserves the right to refer individuals who have completed their management assessment to contact the Consultant directly in case of questions about the results. Service provider shall respond to those inquiries that relate to services provided in a timely manner.
12. Consultant will utilize their own equipment, such as computers, photocopy machines, audiovisual or any other equipment required to deliver management assessment services to the City. The Consultant must also be able to provide their own space to conduct assessments or coaching as appropriate.
13. Consultant must assign a “Project Manager” who will serve as the City’s main point of contact. This individual will be responsible for overseeing and ensuring the City is receiving timely responses to service requests and delivery of management assessment related services.
14. The Consultant, their designated Project Manager, and/or staff, will coordinate the delivery of services with various City employees including staff from the HR Department, the appointing authority and ultimately the City’s Chief Human Resources Officer.

B. Performance Measures

Once a contract is signed, and services have been provided, the City will evaluate the Consultant on the following:

1. Services delivered including the timeliness in the completion and delivery of the management assessment related services.
2. Adherence to agreed-upon price structure in the delivery of services.

3. Ability to produce quality reports and feedback to appointing authorities including but not limited to elected officials and/or department heads.
4. Confidentiality and data integrity relating to the information generated from the assessment.
5. Feedback received from individual employees who have utilized and received development and coaching related services in relation to effectiveness of the coaching feedback.

The City places a high degree of value on the quality of the information contained within the management assessment reports as well as the timely delivery of the management assessment related services.

ATTACHMENT C

EXPERIENCE AND CAPACITY

Provide information on your organization including background and experience demonstrating ability to provide required services. Your description should be limited to two pages and should include:

1. A company history.
2. Relevant previous experience with public sector entities.
3. Company size (number of employees, annual revenue, office locations, etc.)
4. A representative client list.
5. Your experience with integrating diversity and inclusion into the work you perform for your clients
6. The main attributes that differentiate your company from your competitors.

In the table below, provide information regarding the team that would be assigned to work with the City to deliver the services required in this RFP:

1. **Name** - List the name of all individuals who will be involved in delivering management assessment related services to the city. Include employees of the Consultant as well as individuals who may perform work on behalf for the Consultant as a sub-contractor.
2. **Role** - List the role(s) the individual will play in supporting the Project.
3. **Experience** - Describe the experience the individual has in delivering management assessment services.
4. **Education** - List any relevant education (e.g. degrees, professional certifications, etc.) the individual has and that would be beneficial in delivering management assessment services to the City.
5. **Number (#) of Clients Currently Assigned** - List the number of clients the individual is currently assigned.
6. **Location** - Include the primary office location where the individual works/provides services for the Consultant.

Name	Role	Experience	Education	# of Clients	Location
1.					
2.					
3.					

4.					
5.					

ATTACHMENT D

REFERENCES

In the table below, provide the following information for up to five clients:

1. **Client (Organization) Name** – List the name of the client.
2. **Client Contact** – Include the contact's name, telephone number and email address.
3. **Project Scope** – Describe the scope of the project.
4. **Services Provided** – Provide a brief description of the services provided.
5. **Project Cost** – Provide the total cost of the project. Indicate whether the cost is the actual cost to deliver the Project or an estimated cost to deliver the project.
6. **Sector** – List the specific sector (e.g. private, public, non-profit, etc.) the client operated.

Client Name	Client Contact	Project Scope	Services Provided	Project Cost	Sector
1.					
2.					
3.					
4.					
5.					

ATTACHMENT E

PROJECT COSTS AND FEES

Indicate the expected cost to deliver the following services. All pricing is fixed for the three-year period.

Service Description	Estimated Fixed Price Cost
Full-day (Eight hours) management assessment for a single candidate.	\$
Full-day (Eight hours) management assessments for multiple candidates. Indicate whether a reduced rate is available should multiple candidates be assessed for the same position.	\$
Half-day (Four hours) management assessment for a single candidate.	\$
Half-day (Four hours) management assessments for multiple candidates. Indicate whether a reduced rate is available should multiple candidates be assessed for the same position.	\$
Providing feedback to individual candidates including the hourly rate to be charged for the session.	\$
Creating an individual development plan for an employee.	\$
Coaching related services to candidates selected for employment by the City including the hourly rate to be charged for coaching services.	\$