

Request for Proposals

for

**Community Outreach and Support Services During and After the Trials of
the Former Officers Involved in the Killing of George Floyd**

Event # 0000001445

Proposals due by: Wednesday, 03/17/2021 at 3:00 PM

Table of Contents

RFP General Information	Page
I. Invitation	2
II. Proposal Format	2
III. Evaluation of Proposals – Consultant Selection	4
IV. Schedule.....	6
V. Notification of Intent to Apply.....	6
VI. Eligibility.....	6
VII. Department Contact/Requests for Clarification.....	7
VIII. Contract.....	7
IX. Addenda to the RFP/Supplemental Information.....	7
 Attachment A – Terms and Conditions for RFP	 8
Attachment B – Scope of Services.....	17
Attachment C – Proposal Cover Sheet.....	23
Attachment D – Budget and Narrative	24

**REQUEST FOR PROPOSALS
FOR
Community Outreach and Support Services During and After the Trials of the
Former Officers Involved in the Killing of George Floyd**

- I. INVITATION:** The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select qualified organizations (hereinafter referred to as the Consultant) to provide outreach and support services to help keep Minneapolis community members safe, informed, and connected to resources as appropriate during and after the trials of the former police officers standing trial for the traumatic killing of George Floyd and during other potential periods of heightened tension in 2021.

Specifically, services are expected to include: 1) positive, proactive and responsive outreach and community engagement; 2) supporting two-way communication between community and the City; 3) informal de-escalation, mediation, and conflict resolution; and 4) sharing information about existing City resources and community resources and supports and helping community members access those resources when appropriate (hereinafter called the Project).

Contracts are expected to be made available for up to \$175,000 for activities to take place between April 1, 2021 and December 31, 2021 in one or more geographic areas of the City. More information about eligibility, available funding, project scope and activities, and other details is below.

The Project is generally described in Attachment B - Scope of Services, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

- II. 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 attachments.

A. *Cover Sheet* - Complete the proposal cover sheet (Attachment C).

B. *Project Narrative* - Your narrative should be no more than a maximum of ten (10) pages in length, single-spaced using 12-point font. The proposal cover sheet and budget will **not** be counted toward the page limit. Please respond to these questions in your narrative:

1. Organizational capacity

- a. What makes your organization able to do this work? In your answer, please include the following:
 - i. Describe organization’s procedure and policies for responsible financial management. What procedures and practices (i.e. internal controls, accounting standards or rules) does your organization have in place to ensure financial responsibility
 - ii. Describe you experience hiring/contracting with and managing large numbers of staff, volunteers, and/or subcontractors.
 - iii. What parts of the “Administrative Expectations” section of the RFP

- (Attachment B – Scope of Services, Section 4 Expected Activities) document are already part of your organization's processes, if any? Which items in that section would be new to your organization, if any?
- b. How many staff/volunteers/contractors will your organization be able to manage as Outreach Workers, in total?
 - i. Your organization may be asked to create and manage schedules (e.g., one shift per day for multiple days, or multiple shifts per day for multiple days). On average, how many Outreach Workers would your organization be able to activate for a single six-hour shift? (Actual shift lengths may vary).
 - ii. Your organization may be asked to activate Outreach Workers rapidly to respond to events. That activation may occur at any time of day or night. How quickly could you mobilize a team of 8-10 Outreach Workers (Actual number of Outreach Workers may vary).
 - iii. How many total Outreach Workers would your organization be able to activate for an all-hands activation?
 - iv. Besides Outreach Workers, what other staff/volunteers/contractors from your organization would be involved in this work? What would their roles be?
 - c. Does your organization already have the necessary insurance coverage for Outreach Workers? Per standard City contracting practices, the City will not be responsible for insuring Outreach Workers (i.e., workers compensation insurance, liability insurance, and auto insurance). Selected agencies will be expected to ensure the insurance they have covers all situations that may arise.

2. Relevant organizational experience

- a. Please address the following **if your organization's existing work includes one or more of** 1) positive, proactive and responsive outreach and community engagement; 2) supporting two-way communication between community and the City; 3) informal de-escalation, mediation, and conflict resolution; and 4) sharing information about existing City resources and other community resources and supports and helping community members access those resources when appropriate. If your organizations work does not include that work, skip to 2b.
 - i. Describe your current work under items 1-4 above.
 - ii. Where do you currently do that work?
 - iii. Is there a specific geographic area of focus or population of focus?
 - iv. Do members of your proposed Outreach Team have training that would be relevant for this work?
 - v. If members of your proposed Outreach Team do not already have training relevant for this work, how will you train them?
 - vi. What are the strengths of your current approach that would help you succeed in this work?
- b. Please address the following if your organization's existing work **does not include one or more of** 1) positive, proactive and responsive outreach and community engagement; 2) supporting two-way communication between community and the City; 3) informal de-escalation, mediation, and conflict resolution; and 4) sharing information about existing City resources and community resources and supports and helping community members access those resources when appropriate. If your organization includes that work and you answered 2a, skip 2b.
 - i. Which of the activities would be new to your organization?
 - ii. What are the reasons you think these activities would be a good fit for your

organization?

- c. What else makes your organization qualified to do this work? In your answer, please include the following:
 - i. Your or your proposed Outreach Team's experience serving Minneapolis communities. This includes your work in the "north" or "south" geographic areas and your work with any specific neighborhoods, cultural communities, or other groups that may be considered as a community. Please name any specific neighborhoods and/or communities that are a focus of your current programming.
 - ii. Any relevant existing community partnerships or collaborations your organization plans to involve in this work.
 - iii. A description of why and how you believe you have trust and credibility with the community.
- d. It is critical that the organizations doing this work have trust and credibility in the communities where they will be working. What can you tell us that you believe demonstrates your trust and credibility in the communities you would be serving?

3. Activities

- a. Do you propose to complete work under this RFP in the "north," "south," or "citywide" geographic area? (see Attachment B – Scope of Services, Section 3 Project Areas for more information).
- b. Based on your understanding of Minneapolis communities and your anticipation of needs for community support during and after the upcoming trials, please describe the specific activities you would do to help keep residents safe, informed, and connected to resources as appropriate?
- c. How would you successfully provide those activities? In your answer, please describe the following:
 - i. A staffing pattern and schedules, if appropriate.
 - ii. Structure of activities.
 - iii. Who would be responsible for overseeing activities? What is their current role and what capacity do they have to take on this additional work?
 - iv. Who would be responsible for performing the activities? Are they employees, contractors, or volunteers?
 - v. What other details do we need to know to understand how you would successfully complete the activities?
- d. Why do you believe those activities would be effective? Evidence can come from your own program data, information gathered from needs assessments, community/resident/participant feedback, media sources, or other sources.
- e. What do you expect the challenges of this work to be and how do you plan to overcome them?

C. Budget Spreadsheet and Narrative - A budget template is included as Attachment D – Budget Template. You can use your own budget format if you prefer. If you choose to use your own format, please ensure it includes sufficient detail, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost.

III. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an evaluation panel made up of representatives of the City of Minneapolis and other

partners as needed. The reviews conducted by the evaluation panel will be considered during selection of final providers. Evaluation of proposals will be based on the information requested in the Section II – Proposal Format, including:

Organizational capacity

- Complete application (including narrative, budget, and any other supporting materials)
- The organization demonstrates a history of financial responsibility.
- The organization demonstrates sufficient capacity to manage and activate the staff, contractors, and/or volunteers needed to complete the work, including rapid activation and 24-hour availability

Relevant organizational experience

- The organization demonstrates the expertise, knowledge, and credible community connections needed to provide services to help keep residents safe, informed, and connected to resources as appropriate through 1) positive, proactive and responsive outreach and community engagement; 2) supporting two-way communication between community and the City; 3) informal de-escalation, mediation, and conflict resolution; and 4) sharing information about existing City resources and community resources and supports and helping community members access those resources when appropriate.
- The organization demonstrates experience completing this kind of work, including history of successfully completing similar activities and history of service to communities that are anticipated as a focus on this project.

Activities

- The organization demonstrates a clear understanding of the needs and goals outlined in this RFP and has provided justification for why they are well-positioned to achieve those goals.
- The organization provides a clear, detailed, and compelling description of how they will successfully implement the proposed activities.

Budget

- The budget is clear, sufficiently detailed, and reasonable
- The budget complies with the requirements outlined in the budget section of the RFP

Additionally, evaluation may also consider:

- A. Quality, thoroughness, and clarity of proposal
- B. Qualifications and experience of staff

At any time during the process, the City of Minneapolis may elect to contact selected applicant agencies for requests for missing information or clarification, an interview with organization personnel, or a presentation on the proposed project to aid in the selection process, or for other reasons.

Final decisions to enter into contracts may consider additional factors such as geographic or other

diversity of selected agencies, logistical considerations related to the number of funded agencies, and other factors. Application rating and/or an initial recommendation for funding will not necessarily guarantee funding.

The City reserves the right to reject all proposals or any organization's proposal on the basis of the proposal submitted or the other factors cited above under proposal review process.

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

RFP Release	March 5, 2021 - 12:00pm CST
Questions on RFP Due by	March 12, 2021 - 12:00pm CST
Responses to Questions posted by	March 15, 2021 - 4:00pm CST
Proposals due by	March 17, 2021 - 3:00pm CST
Estimated selection of Consultants	March 22, 2021
Estimated services start date	April 1, 2021
Estimated services end date	December 31, 2021

V. NOTIFICATION OF INTENT TO APPLY: If you plan to submit a proposal under this RFP, please send an email notification of intent to apply by Monday, March 15, 2021. Notification of intent to apply is *not required and is non-binding*. Applications *will* be accepted from agencies who do not submit a notification of intent to apply. Please email notification of intent to apply to Health@minneapolismn.gov with the subject line "Trial Community Outreach and Support RFP Intent to Apply"

VI. ELIGIBILITY: Eligible applicants include non-profit or community-based organizations, neighborhood organizations, cultural organizations, places of worship/faith organizations, and individuals.

Organizations must meet the following criteria:

- Have a history of serving people in Minneapolis or be proposing to work with Outreach Teams that have a history of serving people in Minneapolis
- Show reliable financial agency
- Have established procedures in place for quickly mobilizing staff, contractors, or volunteers on short notice, with 24-hour availability
- Organizations must not, under any circumstances, permit staff, contractors, or volunteers to participate in funded activities while in possession of a firearm

Eligible organizations must also meet City of Minneapolis contract requirements, including meeting the City's insurance requirements, such as worker's compensation insurance, commercial general liability insurance, and auto insurance (if applicable).

Funded projects must take place within one of the geographic areas specified in this RFP. More detail about this requirement is included below under Attachment B – Scope of Services, Section 3 "Project Areas".

VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: Prospective responders shall direct inquiries/questions *in writing only* to:

Health Department: health@minneapolismn.gov

Subject Line: Trial Community Outreach and Support RFP Question

All questions are due no later than **12:00 p.m. on Friday, March 12, 2021**. Responses to the Questions will be posted by **Monday, March 17, 2021** as an addendum to the RFP package on the eSupplier portal at: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>

- VIII. CONTRACT:** The contracting parties will be the City of Minneapolis and the Consultants selected to provide the services as described herein. The selected proposal(s), along with the RFP and any counter proposal(s) will be incorporated into a formal agreement(s) after negotiations. It is the intent of the City to award a contract(s) for a term ending December 31, 2021.
- IX. ADDENDA TO THE RFP/SUPPLEMENTAL INFORMATION:** If any addendum or supplemental information is issued for this RFP, it will be added to the RFP package in the eSupplier portal at: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>. The City reserves the right to cancel or amend the RFP at any time.

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

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any three (3) sections. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity Statement

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

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

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

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$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 Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. Indemnity and Hold Harmless

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

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by

reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City, as a result of this Contract.

Except for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

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

5. Subcontracting

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

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed unreasonably.

7. General Compliance

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

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 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.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

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

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

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

14. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Consultant and any of the Consultant'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 Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from

any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant 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 their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

18. Conflict and Priority

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

20. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21. Conflict of Interest/Code of Ethics

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

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon 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 Consultant.

24. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered 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 Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

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 Consultant 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 Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant'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 Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant 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.

27. 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 for the provision of goods and services 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 later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. 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 Consultant.
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 Consultant is an agent, partner, or joint venture 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 Consultant.
 7. **Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT B

Scope of Services

1) Background

The killing of George Floyd by former Minneapolis Police officers was traumatic for people across our Minneapolis community. The events that followed his killing last year further traumatized many. And, for many, both the killing of Mr. Floyd and the events that followed underscored longstanding community trauma caused in part by the harm done by systems that have perpetuated and exacerbated our city's persistent racial inequities. To address those traumas, it is critical that we as a City work in partnership with and support community-based efforts. This RFP is one small way of doing that.

2) Purpose of this RFP

Through this RFP, the City intends to fund organizations to play a role in helping to keep Minneapolis community members safe, informed, and connected to resources during and after the upcoming trials.

Selected organizations will contract with or employ and oversee teams of street-based Outreach Workers. Those Outreach Teams will 1) provide positive outreach and community engagement; 2) support two-way communication between community and the City; 3) provide informal de-escalation, mediation, and conflict resolution; and 4) share information about existing City resources and community resources and supports and help community members access those resources when appropriate.

Teams will be activated on a proactive basis in community and at planned events for the above purposes. Teams may also be activated reactively on an as-needed basis when circumstances arise where community-based Outreach Teams could contribute to the safety and connectedness of community.

This solicitation is different than the solicitation the City has open for the Minneapolis Strategic Outreach Initiative. The Outreach Teams awarded through this solicitation will not be expected to provide the same violence interruption services offered through the City's Minneapolis Strategic Outreach Initiative, which is focused on interrupting interpersonal violence, including group or gang violence.

These Outreach Teams will also not provide any law enforcement services or conduct any law enforcement activities.

There is not a guarantee of activation of any or all teams.

3) Project Areas

Funded activities must take place in Minneapolis. Applicants should indicate their planned service area by selecting one of three options: "South," "North," or "Citywide." Agencies can choose which area to apply for based on their geographic location and/or based on where they feel their

services would be most effective. Please see the see neighborhood definitions below and the map on the following page to determine your location for the purposes of this RFP.

We anticipate that two agencies will be awarded under each category of “South,” “North,” and “Citywide.”

South = Nokomis, Southwest, Powderhorn, Longfellow, Phillips, and Calhoun-Isles

North = Central, University, Near North, Northeast, and Camden

Successful applicants will also have and be able to demonstrate trusted relationships with one or more communities within the City. For the purpose of this RFP, the definition of community is not limited to official Minneapolis geographic communities. The City of Minneapolis prioritizes inclusiveness, and as such, community is defined intentionally broadly. A community can be a shared physical/geographic location, but it can also be a group of people tied together by one or more other factors such as identity, culture, race, ethnicity, nationality, sexual orientation, age, other demographic characteristics, ideology, beliefs, goals, activities, values, or others. Applicants are asked to describe their relationships with one or more communities in their proposal as described in Section II Proposal Format, Part B Project Narrative.



4) Expected Activities

Selected organizations will use a team of Outreach Workers to help keep Minneapolis community members safe, informed, and connected to resources. Outreach Workers may be paid staff, contractors, volunteers, or some combination of all three.

The activities for those Outreach Workers are expected to include:

- Conducting positive *proactive* outreach and community engagement
- Conducting positive *reactive* outreach and community engagement
- Helping to support two-way communication between community and the City
- Providing informal de-escalation, mediation, and conflict resolution when needed
- Sharing information about existing City resources and supports
- Sharing information about existing community resources and supports
- Helping community members access those resources when appropriate
- Following any program, policies and procedures as outlined by City and/or the organization.

- Completing all necessary documentation and reporting of shift activities.
- Tracking all hours worked.
- If contractors, invoicing for all hours worked on a regular basis (time spent on invoicing shall be considered incidental and not billable).

Expected services may also include:

- Distributing resources (e.g. cloth masks) to community members
- Helping community members, organizations, organizers, business, and others plan for and achieve COVID-safe demonstration
- Helping to support healing opportunities that may be available

Administrative Expectations — Funded organizations will also be expected to, at minimum:

- Ensure documentation of any safety issues impacting Outreach Workers or community members encountered by Outreach Workers on shift and communicate them to the City.
- Execute and manage contracts or employment agreements with Outreach Workers who have strong relationships with community and the skills and training to complete the outlined work.
- Provide outreach coverage schedules regularly to the City and Outreach Workers.
- Create plans for rapid response activation of Outreach Workers and communicate those plans to the City and Outreach Workers.
- Provide regular, timely payments to Outreach Workers for all undisputed hours.
- Ensure programmatic documentation and reporting expectations are met. This may include:
 - Ensuring shift reporting forms are completed for each shift.
 - Submitting regular progress reports detailing output measures (e.g. number of shifts/hours worked) and narrative summary (e.g. successes and accomplishments, challenges, community feedback, etc.).
 - Participating in qualitative interviews with City staff about their work as requested.
 - Allowing City staff to shadow teams as they perform their work as requested.
- Participate in planning, development, and ongoing progress meetings with City and City-identified partners as needed.
- Ensure that all Outreach Workers will not perform any law enforcement functions or tasks, or possess, carry or use firearms or weapons of any kind while performing City-funded activities.
- Ensure that services align with a coordinated citywide approach, including:
 - Ensuring Outreach Workers are identifiable as being part of these efforts (e.g. t-shirt uniform) in a way that is mutually agreeable between the organizations and the City.
 - Ensuring the funded activities are consistent with City guidelines and practices.
 - Ensuring the necessary insurance coverage for the Outreach Workers. Per standard City contracting, the City will not be responsible for insuring the Outreach Workers (i.e., workers compensation insurance, liability insurance, and auto insurance). Selected agencies will be expected to ensure the insurance they have covers all situations that may arise.

This opportunity is designed so that organizations can use their own unique strengths, experience, and credibility to connect with and support community in authentic ways. However, there are a small number of restrictions. Those restrictions are:

- Activities must take place primarily within the geographic area the organization is contracted to provide services within.
- Funded activities cannot include fundraising, electoral campaigning, inherently religious activities, traditional law enforcement activities, or professional lobbying.
- Funded organizations cannot under any circumstance have staff, contractors, or volunteers perform activities while in possession of firearms.

5) Anticipated Project Budgets and Available Funding

Up to \$1,050,000 is expected to be available for projects funded under this RFP.

The number of proposals that are awarded will depend on the number of proposals received and the quality of the proposals. The City expects to make at up to six awards but reserves the right to negotiate with agencies selected, to make fewer or more awards, and/or to make awards at funding levels different than requested by agencies. Final amount of award is dependent on availability of funds and the needs of the City of Minneapolis

Funds may be used for:

- supplies and/or materials that directly support the work of the contract
- printing and/or copies
- education and informational campaigns/outreach materials
- salaries/wages
- Related, documented, allowable overhead cost, including staff time that is not spent on direct service but that is critical to delivery of services.
- other items agreed to in advance by the City and contractor

Ineligible costs include: purchase of equipment like computers, monitors, printers, telephones, vehicles, or similar equipment; activities that occur before the execution or after the expiration of the program; or any activity that does not serve the goals described in this RFP.

No more than 15% of a project's budget can be used for administrative/overhead expenses, including staffing costs for work not directly provided in the community. Examples of allowed administrative expenses include payroll processing, contract management, facility management, executive director or project manager time that is not spent on direct service, etc.

Organizations will invoice the City for the actual costs and expenses associated to include the allowable overhead percentage with the services provided under this project. All project costs must be documented and accounted for by the organization, and organizations must be able to provide the City with receipts for costs incurred and documentation of staff time spent on the project if requested by the City.

A budget template is included as Attachment D – Budget Template. Use of the provided budget template is optional. If you choose to use your own format, please ensure it includes sufficient detail, including individual line items for each type of expense, calculations for requested amounts,

and separate line items for each personnel cost. You may include a budget narrative to ensure that your budget includes the necessary amount of detail.

ATTACHMENT C
PROPOSAL COVER SHEET

**Request for Proposals for Community Outreach and Support Services During and After the Trials
Related to the Killing of George Floyd**

Name of Applicant Organization:

Organization Address:

Organization Telephone Number:

Contact Person Name and Title:

Contact Person Telephone Number:

Contact Person Email address:

Geographic Area for services (South, North, or citywide):

Total Amount Requested: \$_____

Proposal Checklist:

- ___ Completed cover sheet
- ___ Project narrative (maximum 10 pages)
- ___ Attachment D – Budget & Narrative

Attachment D – Budget Template

Instructions: Add rows under sections as needed

PERSONNEL	Role on project	Base salary, hourly rate, or annual wage (amount paid without considering taxes, benefits, etc.)	Estimated hours on project	Salary/wages charged to project	Fringe for position in \$
Name 1 (or “to be named”)					
Name 2					
Name 3					
TOTAL DIRECT LABOR COST FOR PROJECT (BASE RATE+LABOR OVERHEAD)					
OTHER DIRECT EXPENSES <i>[categories below may be modified as needed; add or relabel rows as needed]</i>					
Supplies					
Printing					
Mileage at the standard IRS rate of \$.56 per mile					
Other (specify)					
Other (specify)					
<u>TOTAL OTHER EXPENSES</u>					
<u>TOTAL DIRECT COSTS</u>		(sum of Total Personnel, Total Other Expenses, and Total Contractual)			
<u>ADMINISTRATIVE COSTS</u>		(not to exceed 15% of Total Direct Costs)			
<u>TOTAL PROJECT COSTS</u> (sum of Total Direct Costs and Administrative Costs)					

Required detail in the narrative

Personnel (salary/wages)

Provide for all individuals or roles that will be directly supporting the contract. Include salary/wage, description of their role on the project. You do not need to list every Outreach Worker individually by name—you can include one line for Outreach Workers, but please include their salary wage. Justify the time

allocated to the project for each individual. When requesting funds for non-direct staff time (e.g. executive director, project director, etc.), keep in mind that no more than 15% of a project's budget can be used for administrative/overhead expenses, *including* staffing costs for work not directly provided in the community (e.g. executive director or contract manager time not spent on direct service).

Fringe benefits

For the amount provided in the table, Provide the amount of the fringe in dollars for each position or individual. Remember that the fringe should be proportional to the amount of the time the person works on the contract and not the overall fringe amount for the position.

Other expenses

These are examples of some potential other expense categories. Not all of these will necessarily be applicable for your project, or you may have additional categories not listed. Please modify subheads to match subheads used in budget table)

- *Mileage*: describe the purpose for the travel; provide the numbers of miles and mileage rate used
- *Supplies*: describe the types of supplies and their applicability to the project
- *Printing*: estimate costs for printing or photocopying and explain how the amount was derived
- *Incentives/program costs*:
- *Other (specify)*: add an explanation for any other categories identified in the budget table

Administrative Costs

Specify the rate used and indicate which organizational costs are covered by the rate. No more than 15% of a project's budget can be used for administrative/overhead expenses, *including* staffing costs for work not directly provided in the community (e.g. executive director or project manager time not spent on direct service).

Notes:

- You may use your own form instead of this template. If you choose to use your own format, please ensure all required elements are represented, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost