

# Request for Proposals

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**City of Minneapolis  
Health Department  
Office of Violence Prevention**

## **2021 MinneapolUS Strategic Outreach Initiative**

**RFP Issue Date: February 11, 2021**

**Proposals Due by: 5:00pm (Minneapolis time) on  
Thursday, March 11, 2021**

February 11, 2021

To prospective applicants,

Attached is a Request for Proposals (RFP) for the Minneapolis Strategic Outreach Initiative, a coordinated, citywide strategy intended to reduce violence in Minneapolis. This RFP will be used to identify qualified agencies who will contract with or employ and oversee teams of street-based Outreach Workers/Violence Interrupters who will provide peacemaking, violence interruption, and community engagement and support services. For more information about expected services, please refer to the RFP.

Eligible applicants include non-profit organizations, neighborhood organizations, cultural organizations, places of worship/faitn organizations, and other applicants. Local, regional, or state government entities are not eligible for funding under this RFP.

Through this RFP, we will identify agencies eligible to provide services. From there, we will work with selected agencies to determine level of services and funding amounts. Following those negotiations, multiple applicants may be selected for funding at different amounts. Up to \$2.5 million may be available and awarded in total. For more information about eligibility, project scope and activities, and other details please refer to the RFP.

The completed application is due no later than 5:00 p.m. (Minneapolis time) on Thursday, March 11, 2021. An optional informational pre-proposal conference will be held at 10:30 a.m. on Friday, February 19, 2021.

Thank you for your consideration.

Sincerely,



Gretchen Musicant  
Commissioner of Health

If you have questions about this material or need it in an alternative format, please contact the Health Department at 612-673-2301 or email [health@minneapolismn.gov](mailto:health@minneapolismn.gov). People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-263-6850.

Para asistencia, llame al 612-673-2700 - Rau kev pab 612-673-2800 - Hadii aad Caawimaad u baahantahay 612-673-3500.

<b>RFP General Information</b>	<b>Page</b>
I. Invitation .....	1
II. Eligibility .....	1
III. Notification of Intent to Apply.....	1
IV. Pre-proposal conference call .....	1
V. Proposal Submission Instructions .....	2
VI. Proposal Format Application Instructions .....	3
a. Proposal Sheet .....	3
b. Project Narrative .....	3
VII. Proposal Review Process .....	3
VIII. Schedule.....	4
IX. Contract.....	4
X. Department Contact/Request for Clarification .....	4
XI. Rejection of Proposals .....	4
XII. Addenda to the RFP .....	4
Attachment A - Terms and Conditions for RFP .....	5
Attachment B - Scope of Services.....	14
a. Background.....	14
b. Purpose of the RFP .....	14
c. Services .....	15
d. Anticipated Service Zones .....	16
e. Anticipated Project Budgets and Available Funding .....	16
f. Agency Expectations .....	16
g. Eligible Applicants and Available Funding .....	18
Attachment C - Proposal Cover Sheet .....	20
Attachment D - Minneapolis Strategic Outreach Initiative Sample Anticipated Budget.....	21
Attachment E - Project Narrative Questions .....	22

## **REQUEST FOR PROPOSALS**

### **2021 Minneapolis Strategic Outreach Initiative Providers**



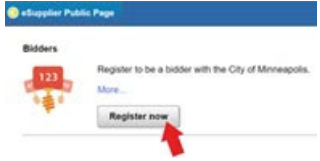


- I. INVITATION:** The City of Minneapolis Health Department (hereinafter referred to as MHD) makes this Request for Proposals (hereinafter referred to as the RFP) in order to identify qualified agencies (hereinafter referred to as Agency) who will contract with or employ and oversee teams of street-based Outreach Workers/Violence Interrupters that will be part of a coordinated, citywide violence prevention approach that includes peacemaking, violence interruption, and community engagement and support. Recipient agencies will contract with or employ and oversee Outreach Workers/Violence Interrupters serving on neighborhood-specific teams to 1) detect potentially violent situations and use informal mediation, non-physical conflict resolution, and interruption expertise to de-escalate before they become violent; and 2) address barriers and reduce risk by providing resources and service referrals to those who need them.

Through this RFP, we will identify agencies eligible to provide services. From there, we will work with selected agencies to determine level of services and funding amounts. Following those negotiations, multiple applicants may be selected for funding at different amounts. Up to \$2.5 million may be available and awarded in total. For more information about eligibility, project scope and activities, and other details please refer to the RFP.

A detailed outline of proposal expectations is below in Section VI (“PROPOSAL FORMAT/APPLICATION INSTRUCTIONS”), and program expectations are described in detail within Attachment B (“SCOPE OF SERVICES”).

- II. ELIGIBILITY:** Eligible applicants include non-profit organizations, neighborhood organizations, cultural organizations, places of worship/faith organizations, and other applicants. Government agencies are not eligible to apply.
- III. 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 Thursday, February 25, 2021. Notification of intent to apply is *not required and is non-binding* and is for the sole purpose of planning for enough proposal review panel members. 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](mailto:Health@minneapolismn.gov) with the subject line “2021 Minneapolis Strategic Outreach Initiative Intent to Apply.”
- IV. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal conference call will be held on Friday, February 19, 2021 at 10:30 a.m. for potential applicants. Dial in at: 1-877-685-5350 and enter passcode: 6126733557. We encourage you to call in a few minutes early to ensure you’re connected on time. While participation on the conference call is not required, it is encouraged for all organizations considering responding to this RFP as it will be the only opportunity to ask questions directly of staff. A summary of the questions and answers from the conference call will be posted on the Health Department’s RFP page as well as added as an addendum to the RFP in the e-supplier portal:  
Health Website: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>  
E-supplier Portal: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>

**V. PROPOSAL SUBMISSION INSTRUCTIONS:** Completed applications are due by 5:00 p.m. (Minneapolis time) on Thursday, March 11, 2021. **All proposals must be submitted electronically through the City's eSupplier Portal.**

<p>1. To access the eSupplier Portal, visit <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> and click or tap on the "Use The Portal" link:</p>	 <p><b>USE THE PORTAL</b></p> <p>Go to the portal to track your payments, view events and do updates</p>
<p>2. If you are not already a city supplier, you will need to first register as a bidder. You can do this by following the "Use the Portal" link described above and then clicking on the "Bidder Registration" tile to register:</p>	 <p><b>Bidder Registration</b></p> <p>View Registration Options.</p>
<p>3. Click Register Now</p>	
<p>4. 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.</p>	<p><b>Forgot Password</b></p> 
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> by clicking or tapping on the "Portal Instructions Written or Video Link":</p>	 <p><b>PORTAL INSTRUCTIONS WRITTEN OR VIDEO</b></p> <p>Learn about registering, participation requirements, and using your information</p>
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> <li>• EMAIL (subject line: eSupplier help) - <a href="mailto:eProcurement@minneapolismn.gov">eProcurement@minneapolismn.gov</a></li> <li>• PHONE: 612-673-2311</li> </ul>	

**Paper and mailed applications will not be accepted; please do not mail or drop them off to the City of Minneapolis Health Department. They will not be accepted.**

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

## VI. PROPOSAL FORMAT/APPLICATION INSTRUCTIONS:

**A. Cover Sheet** - Complete the proposal cover sheet (Attachment C), including contact information, federal ID number, and DUNS number. If you do not have a DUNS number, you will need to obtain one from Dun & Bradstreet. Call D&B at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>).

### **B. Project Narrative**

The project narrative should be no more than ten (10) pages in 12-point font, single spaced, with one-inch margins. The proposal cover sheet will **not** be counted toward the page limit.

The project narrative questions that should be answered in your ten page project narrative are included as **Attachment E - Project Narrative Questions**, found at the end of the RFP.

## VII. PROPOSAL REVIEW PROCESS

Proposals will be reviewed by an evaluation team made up of City of Minneapolis staff and external community reviewers.

Evaluation of proposals will be based on responses to the information requested in Attachment E “PROJECT NARRATIVE QUESTIONS”, including:

#### Agency Overview

- The agency has clearly identified experience, expertise, and knowledge to successfully complete the work.

#### Fiscal Responsibility

- The agency has clearly identified experience with successful grant management and fiscal responsibility and has tools in place to ensure project success.

#### Project Plan

- The organization clearly communicates a convincing plan to carry out the work and ensure project success.

Evaluation may also incorporate:

- A. Quality, thoroughness, and clarity of proposal
- B. How well the experience/expertise of the agency meets the project needs
- C. An equity lens consistent with the law, including looking at the agency and its service provision history, the desired services, and the pool of potential providers.

At any time during the process, MHD may elect to contact applicant agencies with requests for clarification, an interview with agency personnel, or a presentation on the proposed project to aid in the selection process, or other items or information.

The recommendation(s) of the external reviewers will be considered by MHD staff. MHD staff will make a recommendation to the Commissioner of Health. Following that, selections will be submitted to City Council for final approval to enter into contracts. Recommendations to the Commissioner of Health, submissions to City Council, and/or final decisions to enter into contracts

may take into account 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.

**VIII. SCHEDULE:** The following is a listing of key proposal and project milestones:

RFP release	Thursday, February 11, 2021
Pre-Proposal Call	10:30 a.m. on Friday, February 19, 2021
Notification of intent to apply requested by	5:00 p.m. on Thursday, February 25, 2021
Questions on RFP due by	5:00 p.m. on Monday, March 1, 2021
Responses to questions posted by	Friday, March 5, 2021
Proposals due by	5:00 p.m. on Thursday, March 11, 2021
Estimated agency/agencies notification of selection	Thursday, April 1, 2021
Estimated services start date	Saturday, May 1, 2021
Estimated services end date	Friday, December 31, 2021

**IX. CONTRACT:** The contracting parties will be the City of Minneapolis and the Agency/Agencies 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 with the option to extend the contract, on an annual basis, at the sole option of the City, for up to two (2) additional years.

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

Health Department: [health@minneapolismn.gov](mailto:health@minneapolismn.gov)  
 Subject Line: RFP for Eligible Providers

All questions are due no later than **5:00 p.m. on Monday, March 01, 2021**. Responses to the Questions will be posted by **Friday, March 05, 2021** on the department's RFP website at: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>. Questions will also be available as an addendum to the RFP package on the eSupplier portal at: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>

**XI. REJECTION OF PROPOSALS:** The City reserves the right to reject any or all proposals or agencies based on the proposals submitted.

**XII. ADDENDA TO THE RFP/SUPPLEMENTAL INFORMATION :** If any addendum or supplemental information is issued for this RFP, it will be posted on the Health Department web site at: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>. Addenda/supplemental information will also 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>).

## **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](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](mailto: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**

#### **A. Background**

In July 2020, one-time funding was allocated to the Office of Violence Prevention to operationalize a violence prevention model that included building teams of violence interrupters and outreach workers to 1) identify and mediate potentially violent conflicts and 2) provide additional follow up to ensure that conflicts do not reignite.

The process of full-scale design, development, and implementation of such a strategy can typically be expected to take more than a year. However, recognizing the pressing need for a visible, positive outreach effort, a limited pilot of the Minneapolis Strategic Outreach Initiative was launched in September 2020 to respond to urgent and critical concerns around violence.

The Minneapolis Strategic Outreach Initiative is a coordinated effort to prevent and reduce violence in the city. The initiative complements the Office of Violence Prevention's existing continuum of community-oriented violence prevention, intervention, and response. It relies upon the wisdom, expertise, and influence of local communities and is designed to serve Minneapolis with the City's unique communities and neighborhoods in mind. At the same time, it draws inspiration from evidence-based models of this kind of work. One notable example of such an evidence-based model is [Cure Violence](#), which has been implemented in more than 50 sites throughout more than 25 cities in the US and Canada.

The pilot, supported by one-time funding accessible through December 31, 2020, was limited in scope, reach, and duration. Despite the known and planned limitations of the pilot, the pilot functioned as an important part of the planning process by providing an opportunity to gather information and insight as part of the ongoing work of developing longer-term, broader implementation of the initiative.

In early 2021, that ongoing planning and development process will continue. By late spring/early summer 2021, the Office of Violence Prevention anticipates taking a next step of expanded implementation.

#### **B. Purpose of this RFP**

The purpose of this RFP is to identify agencies that are qualified to contract with or employ and oversee teams of street-based Outreach Workers/Violence Interrupters that will be part of a coordinated, citywide violence prevention approach that includes peacemaking, violence interruption, and community engagement and support.

Once agencies have been identified as qualified through this RFP, we will work with some selected agencies to create a network of providers to comprise a coordinated, citywide approach. That will include negotiations to determine things such as level of service/number of service zones, specific zones of service, funding amounts, and detailed budgets. Having been evaluated as qualified through this RFP does not guarantee funding. Following negotiations, multiple applicants may be selected for funding contracts. Up to \$2.5 million could be awarded in total.

### **C. Services**

Agencies that are selected for funding contracts will contract with or employ and oversee teams of Outreach Workers/Violence Interrupters. The teams will be expected to follow the model for the comprehensive citywide approach that is set forth by the Office of Violence Prevention. Broadly, that model is anticipated to be rooted in the following:

- Teams will be responsible for proactive peacemaking/peacekeeping, violence interruption, and community engagement.
- Teams will be made up of Outreach Worker/Violence Interrupters who are “credible messengers”—individuals from the community they’re serving who have themselves experienced violence and/or who are familiar with the impact violence has on communities and who have strong relationships with young adults, neighborhood members, community leaders, and service providers.
- Outreach Workers/Violence Interrupters will use knowledge of their communities, relationships, informal mediation, and non-physical conflict resolution and interruption to stop conflicts before they happen and as they are happening, seeking to cool violence hot spots.
- Outreach Workers/Violence Interrupters will work to mobilize community to reject violence through strategies like awareness building, community gatherings, peace walks, and other methods.
- Outreach Workers/Violence Interrupters will work directly with community to address barriers and reduce risk through providing resources and referrals to services to people that they encounter who need them.
- Services will also include work to heal communities after violence has occurred to prevent retaliation and break the cycle of violence.

It is anticipated that coverage will be expected to take place during the evening and to generally\* align with the following for the 30 weeks of the project period of May 1 – December 31, 2021:

- On average, 8 team members deployed per shift
- On average, 5 hours per shift
- On average, 6 shifts per week

\* - coverage needs may vary based on weather and other factors

#### **D. Anticipated Service Zones**

It is anticipated that teams may be funded and organized according to the following zones:

- South Minneapolis 1, with a priority focus on the area surrounding 38<sup>th</sup> and Chicago
- South Minneapolis 2, with a priority focus on the Lake Street corridor
- North Minneapolis 1, with a priority focus on the area north of Broadway
- North Minneapolis 2, with a priority focus on the area south of Broadway
- Downtown
- Cedar-Riverside

These service areas are subject to change based on need and other factors that may arise before the project start date. More specific discussion of service zones will take place with selected agencies during contract negotiations.

Agencies may be selected to provide services for more than one service zone. For your proposal, please describe which zone or zones you may be interested in serving, how many total zones you feel you have capacity to serve, and why you believe you are qualified to serve what you've identified as described in the Project Plan portion of Section VI above.

#### **E. Anticipated Project Budgets and Available Funding**

It is anticipated that approximately \$275,000 will be awarded for each service zone.

That approximate amount is based on estimated costs for the anticipated service expectations. You can review those estimated costs on Attachment D ("Minneapolis Strategic Outreach Initiative Sample Anticipated Budget").

Contracts will include funds for Outreach Worker/Violence Interrupter costs, Program Supplies, and an administrative costs allocation at 15% of direct costs.

Actual award amounts will be determined after contract negotiations with selected agencies.

#### **F. Agency Expectations**

Agencies will contract with or employ Outreach Workers/Violence Interrupters. It is anticipated that the scope of work and responsibilities for those Outreach Workers will be expected to include, at minimum:

- Completing onboarding, orientation, and training.

- Providing community-based, on the ground outreach and violence interruption work, including de-escalation, non-physical conflict resolution, and informal mediation.
- Mobilizing community to reject violence through strategies like awareness building, community gatherings, peace walks, and other methods.
- Referring community members to resources as needed.
- Following any program policies and procedures as outlined by MHD and/or Agency.
- 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).

It is anticipated that agencies will also be expected to, at minimum:

- Ensure documentation of any programmatic safety issues impacting Outreach Workers/Violence Interrupters or community members encountered by Outreach Workers/Violence Interrupters on shift and communicating them to MHD.
- Execute and manage contracts or employment agreements with Outreach Workers/Violence Interrupters who are “credible messengers”— individuals from the community who have themselves experienced violence and/or who are familiar with the impact violence has on communities and who have strong relationships with young adults, neighborhood members, community leaders, and service providers.
- Provide outreach coverage schedules regularly to MHD and Outreach Workers/Violence Interrupters.
- Provide regular, timely payments to Outreach Workers/Violence Interrupters 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 MHD staff about the impact of the work as requested.
  - Identifying appropriate partners and community stakeholders for qualitative interviews to project evaluation purposes.
  - Allowing MHD staff to shadow teams as they perform their work as requested for monitoring purposes.
- Involve MHD in strategic or high-level programmatic decision making.
- Participate in planning, development, and ongoing progress meetings with MHD and MHD-identified partners.
- Ensure that all Outreach Workers/Violence Interrupters will not perform any law enforcement functions or tasks, or possess, carry or use firearms or weapons of any kind while performing services pursuant to the program.
- Ensure that services align with the coordinated citywide approach, including:
  - Ensuring Outreach Workers/Violence Interrupters wear mutually agreed upon outreach uniforms.
  - Ensuring the contracted Outreach/Violence Interruption are consistent with MHD programmatic guidelines and practices.
- Ensure that all Outreach Workers/Violence Interrupters are properly trained to perform services contemplated in the provider’s contract with the City in a way that is consistent with the City’s violence interruption and outreach approach.
- Ensure the necessary insurance coverage for the Outreach Workers/Violence Interrupters. Per standard City contracting, the City will not be responsible for insuring the Outreach Workers/Violence Interrupters (workers compensation insurance and liability insurance). Funded agencies will be expected to ensure the insurance they have covers all situations that may arise. If a selected agency needs to purchase additional insurance coverage to ensure that, project funds might be able to be used to cover the costs.

## **G. Eligible Applicants and Available Funding**

Applicants eligible for funding must:

- Have a history of serving people in Minneapolis
- Show reliable fiscal agency, meeting standards established by the City of Minneapolis

Eligible applicants 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).

Local, regional, or state government entities are not eligible for funding under this RFP.

**ATTACHMENT C**  
**PROPOSAL COVER SHEET**

**2021 Minneapolis Strategic Outreach Initiative**

Name of Applicant Agency:

Agency Address:

Agency Telephone Number:

Agency DUNS #:

Agency Federal Identification #:

Contact Person Name and Title:

Contact Person Telephone Number:

Contact Person Email address:

**ATTACHMENT D - Minneapolis Strategic Outreach Initiative Sample Anticipated Budget**

<b>Minneapolis Strategic Outreach Initiative Sample Budget</b>						
<b>Outreach Workers/Violence Interrupters</b>	<b>Rate</b>	<b>Number Deployed Per Shift</b>	<b>Hours Per Shift</b>	<b>Shifts Per Week</b>	<b>Weeks (May 1 - December 31)</b>	<b>Total</b>
Outreach Workers active per shift (teams will have more members than are active per shift to allow for rotation of shifts)	\$ 25	8	5	6	30	\$180,000.00
<b>Total</b>						<b>\$180,000.00</b>

<b>Outreach Team Lead</b>	<b>Rate</b>	<b>Number</b>	<b>Hours Per Week</b>	<b>Weeks (May 1 - December 31)</b>	<b>Total</b>
Team Leads	\$ 30	1	30	30	\$27,000.00
<b>Total</b>					<b>\$27,000.00</b>

<b>Program Supplies</b>	<b>Cost</b>	<b>Total</b>
Supplies	\$ 30,000	\$30,000.00
<b>Total</b>		<b>\$30,000.00</b>

<b>Administrative Costs</b>	<b>Direct Cost Contract Amount</b>	<b>Admin Rate</b>	<b>Total</b>
Admin	\$237,000.00	15.00%	\$35,550.00
<b>Total</b>			<b>\$ 35,550.00</b>

<b>Total</b>	<b>\$272,550.00</b>
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**ATTACHMENT E**  
**PROJECT NARRATIVE QUESTIONS**

The project narrative should be no more than ten (10) pages in 12-point font, single spaced, with one-inch margins. The proposal cover sheet will **not** be counted toward the page limit.

The project narrative must include the following:

1. **Agency Overview** - What makes your agency qualified to serve the community in this way? In your response, please directly answer the following:
  - a. Describe your experience serving the Minneapolis community, including your mission, vision, history, impact, and number of years of relevant service.
  - b. Describe any experience, expertise, and knowledge your agency has related to providing service that can help prevent violence.
  - c. Describe any experience, expertise, and knowledge your agency has related to managing a team/teams of street- or community-based Outreach Workers/service providers.
  - d. Describe any existing partnerships/collaborations your agency has that would be relevant for this project.
  - e. Describe how your agency reflects the intended population of focus for this project. This can include leadership staff, frontline staff, Board of Directors, and/or other relevant agency aspects.
2. **Fiscal Responsibility** – What makes your agency equipped to do this work in a fiscally responsible way? In your response, please directly answer the following:
  - a. Describe your experience with grant management. How have you demonstrated fiscal responsibility in the past?
  - b. What tools do you have in place to ensure fiscal responsibility on a project like this?
3. **Project Plan** – What would it look like for your agency to do this work and how will you ensure project success? In your response, please directly answer the following:
  - a. Describe your overall approach and philosophy to this type of violence prevention work.
  - b. Please identify which potential zone or zones you would be interested in serving and describe why you believe you are well positioned to serve the identified zone(s). If you are interested in serving more than one zone, please:
    - i. Identify all zones you are interested in serving.

- ii. Identify how many total zones you feel you have capacity to serve.
- iii. Describe why you believe you have capacity and are an appropriate choice to serve more than one zone.

The proposed zones are outlined in Attachment B – Scope of Services, section D. If selected for funding, you will not be held to providing services in the zones you identify here; further discussion about service areas will happen during contract negotiations with selected agencies.

- c. Identify who would provide Outreach services—employees or contractors? Describe your proposed recruitment and onboarding processes for employees or contractors.
- d. What would project leadership/supervision look like? Who would be responsible? For each person responsible, please describe:
  - iv. their current role and responsibilities
  - v. what experience they have relevant to this work
  - vi. how they would contribute to this new work
  - vii. how their workload would be managed or adjusted to include this new work.
- e. How would employee/contractor time be tracked?
- f. How would you ensure necessary reporting is tracked by employees/contractors, collected by staff, kept organized, and communicated back to MHD?
- g. Who, if anyone, would you collaborate with? Describe the intended benefits of collaboration. For each potential collaborator, describe what would be accomplished through collaboration.
- h. What do you expect the challenges to be? How would you plan to overcome any expected challenges?