

Request for Proposals



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

2021 Office of Violence Prevention Fund

RFP 2021-13 / Event # 1420 RFP Issue Date: March 1, 2021

**Proposals Due by: 4:30 p.m. (Minneapolis time) on
Monday, March 29, 2021**

March 1, 2021

To prospective applicants,

Attached is a Request for Proposals (RFP) for the Minneapolis Health Department's 2021 Office of Violence Prevention Fund (OVPF). The OVPF is intended to invest in community-led strategies that address violence across Minneapolis.

Applicant agencies may apply for up to \$60,000 (Category A), up to \$25,000 (Category B), or up to \$10,000 (Category C) for violence prevention activities to take place between May 15, 2021 and December 31, 2021. Existing activities, expansion activities, and new activities will all be considered for this funding. For more information about eligibility, project scope, activities, and other details please refer to the RFP.

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

The completed application is due no later than 4:30 p.m. (Minneapolis time) on Monday, March 29, 2021. An optional informational pre-proposal conference will be held at 2:00 p.m. on Friday, March 12, 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. 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.

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REQUEST FOR PROPOSALS






2021 Office of Violence Prevention Fund

- 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) to support community-driven approaches that span across Minneapolis and that promote safety, resilience, connectedness, and healing in the City as a whole.

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:** Depending on funding category, eligible applicants include non-profit organizations, neighborhood organizations, cultural organizations, businesses, places of worship/faith organizations, individuals, and other applicants. More information about which types of applicant are eligible for each category of funding is available in the table under Applicant Categories under Section D (“Available Funding and Applicant Categories”) in ATTACHMENT B (SCOPE OF SERVICES). Local, regional, or state government entities are not eligible for funding under this RFP.
- 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 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 “2021 Office of Violence Prevention Fund Intent to Apply.”
- IV. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal conference call will be held on Friday, March 12, 2021 at 2:00 p.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. 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 as an addendum to the RFP in the e-supplier portal:
E-supplier Portal: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>

V. PROPOSAL SUBMISSION INSTRUCTIONS: Completed applications are due by 4:30 p.m. (Minneapolis time) on Monday, March 29, 2021. **All proposals must be submitted electronically through the City's eSupplier Portal.**

<p>1. To access the eSupplier Portal, visit http://minneapolismn.gov/finance/procurement/eSupplier and click or tap on the "Use The Portal" link:</p>	 <p>USE THE PORTAL</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>Bidder Registration</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>Forgot Password</p> 
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at http://minneapolismn.gov/finance/procurement/eSupplier by clicking or tapping on the "Portal Instructions Written or Video Link":</p>	 <p>PORTAL INSTRUCTIONS WRITTEN OR VIDEO</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"> • EMAIL (subject line: eSupplier help) - eProcurement@minneapolismn.gov • PHONE: 612-673-2311 	

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.

C. Budget Spreadsheet and Narrative

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 should include a budget narrative to ensure that your budget includes the necessary amount of detail. A budget narrative template is included in Attachment D.

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 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. How the agency demonstrates fiscal responsibility and tools to ensure project success.

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	Monday, March 1, 2021
Pre-Proposal Call	2:00 p.m. on Friday, March 12, 2021
Notification of intent to apply requested by	5:00 p.m. on Monday, March 15, 2021
Questions on RFP due by	5:00 p.m. on Wednesday, March 17, 2021
Responses to questions posted by	Tuesday, March 23, 2021
Proposals due by	4:30 p.m. on Monday, March 29, 2021
Estimated agency/agencies notification of selection	Thursday, May 6, 2021
Estimated services start date	Saturday, May 15, 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

The contract for services with the agency selected under this RFP may be extended for up to two (2) years following the initial performance period. Any extension of the contract will be contingent upon availability of funding and on agency performance during the initial year. Contract extension is at the sole option of the City. The City may also choose to explore partnering with the contracted agency to seek outside funding sources for sustainability beyond the initial contract period.

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

Health Department: health@minneapolismn.gov
Subject Line: RFP for OVP Fund

All questions are due no later than **5:00 p.m. on Wednesday, March 17, 2021**. Responses to the Questions will be posted by **Tuesday March 23, 2021** 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 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.

Attachment A -- RFP T & C

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), 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

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

A. Background

In late 2018, the Minneapolis City Council approved creation of an Office of Violence Prevention (OVP) within the Minneapolis Health Department (MHD). The OVP coordinates violence prevention work across the City enterprise, convenes and coordinates jurisdictional partners, and supports partner efforts.

To coincide with the creation of the OVP, the 2019 City budget called for establishment of a Violence Prevention Fund intended to invest in community-led strategies that address violence in the City. In 2019 and 2020, the Health Department issued competitive solicitations for Violence Prevention Fund projects and awarded funds to agencies to conduct violence prevention activities. Building on the success of the Violence Prevention Fund initiative in past years, the OVP is again making fund awards available in 2021.

B. Purpose of this RFP

The purpose of this RFP is to identify qualified agencies to support community-driven approaches that serve Minneapolis residents and that promote safety, resilience, connectedness, and healing in the City as a whole.

Proposed projects can be focused on prevention of one or more forms of violence. The intent of the OVPF is to support community-led strategies. With that in mind, applicants are encouraged to propose activities that reflect their own expertise, experience, and knowledge and that have the potential for tangible violence prevention impact on the specific issues identified within the intended project areas or communities. Following negotiations, multiple applicants may be selected for funding contracts. Up to \$350,000 could be awarded in total in 2021.

C. Program Overview

Community-driven approaches can be an effective way to promote safety, resilience, connectedness, and healing in the city as a whole. This OVPF RFP provides an opportunity for organizations to seek funding for projects that will address violence over the course of multiple month, through an event, or series of events.

Applicant agencies may apply for up to \$60,000 (Category A), up to \$25,000 (Category B), or up to \$10,000 (Category C) for violence prevention activities to take place between May 15, 2021 and December 31, 2021. Existing activities, expansion activities, and new activities will all be considered for this funding. Applicants can only apply for one category within this RFP. More information about eligibility, available funding, project scope and activities, and other details is below.

This RFP allows for organizations to apply for funding to provide projects/services that take place over several months (Categories A or B) or for smaller-scale projects that will address violence over more focused implementation periods (Category C).

D. Available Funding and Applicant Categories

Available Funding

It is anticipated that approximately \$350,000 will be awarded through this RFP in 2021.

Applicant agencies may apply for up to \$60,000 (Category A), up to \$25,000 (Category B), or up to \$10,000 (Category C). Up to \$175,000 is expected to be awarded within Category A and up to \$175,000 is expected to be awarded within Categories B and C. Applicants can only apply for one category within this RFP.

The Minneapolis Health Department expects to make approximately three Category A awards, five Category B awards, and five Category C awards, but the number of proposals that receive funding and that receive funding in each category may depend on the number of proposals received, the quality of the proposals, and other factors. MHD reserves the right to negotiate with agencies selected for funding, to make fewer or more awards, to make awards at funding levels different than requested by agencies, and to award funds within a category that is different than the category proposed by an applicant. Final amount of award funding is dependent on availability of funds.

Office of Violence Prevention Funds may be used for:

- supplies and/or materials
- printing and/or copies
- healthy food and/or clothing
- education and informational campaigns/outreach materials
- salaries/wages
- other violence prevention-related items agreed to by MHD staff

Ineligible costs include: purchase of equipment like computers, monitors, printers, telephones, vehicles, or similar; activities that occur before the execution or after the expiration of the program; or any activity that does not serve to further the goal of violence prevention.

For Category A and B applicants, no more than 35% of a project's budget can be used for a single event (e.g. block party, resource fair, etc.). Projects can include a series of events that in total account for more than 35% of the budget, but no single event can account for more than 35% of the budget. Note that your project does not need to include any events. This restriction does not apply for Category C applicants.

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 that is not spent on direct service) and other administrative/overhead costs.

All funding provided for projects will be given as a reimbursement for actual costs and expenses incurred in the conduct of the organization's project. All costs must be documented and accounted for by the organization. Agencies receiving funding must be able to provide the City with receipts for all purchases made with award funds as well as evidence of staff time requested under this application if requested by MHD.

A budget template is included as Attachment C – 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 should include a budget narrative to ensure that your budget includes the necessary amount of detail. A budget narrative template is included in Attachment C.

Applicant Categories

	Category A	Category B	Category C
Total Expected Available	\$175,000	\$125,000	\$50,000
Award Amount	Up to \$60,000 each	Up to \$25,000 each	Up to \$10,000 each
Eligibility	No individuals; includes neighborhood organizations, cultural organizations, non-profit organizations, businesses, places of worship/faith organizations, or others.	No individuals; includes neighborhood organizations, cultural organizations, non-profit organizations, businesses, places of worship/faith organizations, or others	Can include individuals in addition to neighborhood organizations, cultural organizations, non-profit organizations, businesses, places of worship/faith organizations, or others
Project Limitations	<p>- Projects activities should last for at least one month. There is no maximum duration except that projects must be completed by 12/31/21.</p> <p>-No more than 35% of the project budget can be used on a single event (e.g. block party, resource fair, etc.). Projects can include a series of events, but no single event can account for more than 35% of the budget.</p>	<p>- Projects activities should last for at least one month. There is no maximum duration except that projects must be completed by 12/31/21.</p> <p>- No more than 35% of the project budget can be used on a single event (e.g. block party, resource fair, etc.). Projects can include a series of events, but no single event can account for more than 35% of the budget.</p>	- There is no minimum expected duration for project activities. There is no maximum duration except that projects must be completed by 12/31/21.
# of Awards Expected	Up to 3 expected; up to \$60,000 each; \$175,000 expected total	Up to 5 expected; up to \$25,000 each; \$125,000 expected total	Up to 5 expected; up to \$10,000 each; \$50,000 expected total

E. Project Focus and Activities

Project Focus

There are many forms of violence, including youth violence, peer and community violence (which often includes gun violence and gang/group violence), bullying, child maltreatment, intimate partner violence (physical, sexual, or psychological harm by a current or former partner), sexual violence (any sexual activity without consent), suicide, elder abuse, structural violence, state violence, and others.

Projects can be focused on prevention of one or more forms of violence. However, proposed projects should reflect specific problems or issues present in areas/communities of focus. Applicants must describe the specific problem or issue related to violence, how the project is intended to address the issue, and why that problem needs attention. Importance can be based on data, needs assessment information, community and resident feedback, media sources, or other justification.

Project Activities

There are many different types of activities that can reduce violence in the community.

The intent of the OVPF is to support community-led strategies. With that in mind, applicants are encouraged to propose activities that reflect their own expertise, experience, and knowledge and that have the potential for tangible violence prevention impact on the specific issues identified within the intended project areas or communities.

To encourage community-led strategies, there are only limited restrictions on the types of activities applicants can propose. Those restrictions are:

- Activities must take place in Minneapolis.
- No more than 35% of the project budget can be used on a single event (e.g. block party, resource fair, etc.). Projects can include a series of events, but no single event can account for more than 35% of the budget. This restriction does not apply to Category C. (Note that your project does not need to include any events.)
- Activities should be designed to reduce violence immediately, in the future, or both.
- Funded activities cannot include fundraising, electoral campaigning, inherently religious or traditional law enforcement activities, or professional lobbying.

Here are a few examples of strategies or activities that could be proposed:

- Community outreach or block patrols
- Crime Prevention Through Environmental Design - vacant lot clean-up, community gardens, neighborhood fix-it teams, graffiti removal, murals or other public art, park revitalization, etc.
- Activation/placemaking
- Increased access to social services
- Youth mentoring opportunities
- Community and police dialogues or other activities to strengthen relationships between police and community

- Employment, certification, education, and trade opportunities
- Civic engagement opportunities
- Recreational and outdoor offerings (e.g. midnight basketball, community bike rides, etc.)
- Offering trainings/capacity building activities
- Building, supporting, and/or sustaining community networks
- Community events
- Healing circles
- Others

Note that applicants are not required to submit proposals that incorporate one or more of these strategies of activities. These activities and strategies are provided as examples. Applicants are welcome to incorporate one or more of these approaches but are encouraged to propose projects that reflect community need and applicant expertise.

E. Eligible Applicants

Eligible agencies for this OVPF opportunity include neighborhood organizations, cultural organizations, non-profit organizations, businesses, places of worship/faith organizations, individuals, or others.

Organizations eligible for funding must meet the following criteria:

- Have a history of serving people in Minneapolis;
- Show reliable fiscal agency;

Existing activities, expansion activities, and new activities will all be considered for this funding.

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).

Organizations that have previously received funding from a previous OVPF opportunity are eligible to apply for this funding opportunity again.

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

F. Project Evaluation

All recipients will be expected to participate in MHD-requested evaluation activities.

All project recipients will be asked to provide basic summary and project output activity reports to MHD. Additionally, recipients will be asked to co-develop an evaluation plan and short-term, measurable outcomes in partnership with MHD staff if their proposal is selected.

These reports will include information such as number of individuals reached, number of project activities or events completed, an account of the use of funds, a description of accomplishments, and a description of challenges and issues encountered. Recipients will also be asked to provide any relevant sign-in sheets, participant rosters, and project documentation (photo, video, etc.) as

appropriate. Final requirements will be determined by MHD for each recipient on a case-by-case basis dependent on the nature of the project.

Initial proposals regarding anticipated available measures, data cycles, and outcomes are welcome in your proposal but are not required.

ATTACHMENT C
PROPOSAL COVER SHEET

2021 Office of Violence Prevention Fund

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:

Total Amount Requested: \$_____

Funding Category Applying For (A, B, or C):

Proposal Checklist:

- ___ Completed cover sheet
- ___ Project narrative (maximum 10 pages)
- ___ Attachment D – Office of Violence Prevention Fund Sample Budget & Narrative

ATTACHMENT D – Office of Violence Prevention Fund Sample Anticipated Budget

PERSONNEL	Role on project	Base salary, hourly rate, or annual wage	Estimated hours on project	Salary/wages charged to project	Other funding source or in-kind
Name 1 (or “to be named”)					
Name 2					
Name 3					
TOTAL SALARY/WAGES					
FRINGE BENEFITS					
<u>TOTAL PERSONNEL COSTS</u>					
OTHER EXPENSES <i>[categories below may be modified as needed]</i>					
Supplies					
Printing					
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

Personnel (salary/wages)

Provide for all individuals funded by the OVPF funding. Include salary/wage, description of their role on the project, and their qualifications for their role. 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 project manager time not spent on direct service).

Fringe benefits

For the amount provided in the table, indicate whether the calculation was based on an across the board fringe benefits rate used by your agency (e.g., 20% of salary) or whether it was computed based on actual fringe costs for each individual.

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 what the agency costs are that 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 it includes enough detail, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost
- You must include the required detail listed above. You can include it within a budget table or as a separate budget narrative, but you are responsible for ensuring that your budget includes the necessary amount of detail.
- You can add or delete lines/columns as needed

If project includes funding from another source, please identify the source of the funding and the specific line items for which it will be used

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:

[note: the questions refer to “activities” instead of “activity”. Your proposal can include multiple activities, but proposals are not required to include more than one activity.]

1. What type(s) of violence does your project address? [note all that apply]
 - a. Youth violence
 - b. Peer and community violence (which often includes gun violence and gang/group violence)
 - c. Bullying
 - d. Child maltreatment
 - e. Intimate partner violence (physical, sexual, or psychological harm by a current or former partner)
 - f. Sexual violence (any sexual activity without consent)
 - g. Suicide
 - h. Elder abuse
 - i. Other (please describe)
2. What neighborhoods and/or communities will this project focus on? Note: a community does not have to be defined as a geographic region/location.
3. What specific problem or issue related to violence in Minneapolis within the neighborhoods or communities of focus is your project intended to address? Why is that issue important? Please include specific justification. Justification can come from data, information gathered from needs assessments, community/resident or participant feedback, media sources, or other sources.
4. What do you propose to do about the problem or issue you described? In your description of your project activities, please make sure to include the following information:
 - a. Audience of focus
 - b. How many people you expect to engage/reach?
 - c. How many staff/volunteers/partners will be involved and what they will do
 - d. Are the proposed activities part of an ongoing effort, an expansion of an existing effort, or a new project?
 - e. If an existing ongoing effort, why are these funds necessary?
 - f. If an expansion of an existing effort, what is new and different about this project?
 - g. If a new project, how do you expect to recruit participants/engage new project areas/etc.?
5. Why did you choose the specific activities you are proposing, and why do you think they will work?

6. What makes you/your organization qualified to do this project? In your answer, please include the following:
 - a. Any experience serving the neighborhoods/communities of focus
 - b. Demonstration of past fiscal responsibility and/or elements in place to ensure ability to meet City's fiscal responsibility standards
 - c. Any experience, expertise, and knowledge around providing services that can help prevent violence
 - d. Any relevant existing partnerships/collaborations your organization could leverage for this project
7. How will you know if your project has worked? In your answer, please consider the following questions:
 - a. What does success look like/what goals do you hope to meet?
 - b. How will you measure success?
8. What do you expect the challenges to be, and how do you plan to overcome them?
9. Who else, if anyone, do you plan to collaborate with?
10. How do you see your project having continued impact beyond the funding period?