



## MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

**TO:** PROSPECTIVE APPLICANTS  
**FROM:** Gretchen Musicant, Commissioner of Health  
**DATE:** June 15, 2011  
**RE:** REQUEST FOR PROPOSALS FOR LOCAL FOOD RESOURCE HUBS NETWORK

Attached is a Request for Proposals (RFP) to lead the *Local Food Resource Hubs Network* project on behalf of the City of Minneapolis' Department of Health and Family Support (MDHFS).

The Local Food Resource Hubs Network (LFRHN) is a project made possible by MDHFS and Communities Putting Prevention to Work (CPPW) of the American Recovery and Reinvestment Act of 2009. The LFRHN kicked off in the fall of 2010 to get Minneapolis residents and community gardeners the tools and education they need to grow, preserve, cook and compost their own fresh produce, by offering supplies, training and connections. Pilot hubs serving residents and community gardens were established in three Minneapolis neighborhoods (North Minneapolis, Powderhorn/Central and West Phillips/Ventura Village) and 600 resident and community garden membership slots were filled on a first come first served basis. Members received packets of seeds and seedlings at two spring distribution events, and a series of educational trainings were held during the spring. An additional hub is scheduled to be added before March of 2012.

MDHFS will execute a contract with one (1) organization for up to \$25,000 during the project period anticipated to start no later than September 1, 2011 and ending on March 18, 2012. Eligible applicants are for-profit organizations, not-for-profit organizations, or governmental agencies serving Minneapolis residents. Not-for-profit organizations must be able to demonstrate active registration with the Minnesota Office of the Attorney General ([www.ag.state.mn.us/Charities/GuideCharityLaws.asp](http://www.ag.state.mn.us/Charities/GuideCharityLaws.asp)) and good standing with the Office of The Minnesota Secretary of State ([www.sos.state.mn.us/index.aspx?page=1086](http://www.sos.state.mn.us/index.aspx?page=1086)). MDHFS will accept collaborative responses to this RFP from a team of organizations provided a lead applicant and fiscal agent is clearly identified. Collaborations are highly encouraged.

By submitting a proposal, applicants acknowledge that, under the Minnesota Government Data Practices Act (the "Data Practices Act") the names and addresses of all proposers become public information upon submission of the proposal, and are available upon request (See Minnesota Statutes, Section 13.591). The proposals remain private information until the contractor is selected and a contract is negotiated. At that point all the proposals submitted become public information upon written request. Any individual or other requestor that makes a request to review proposals under the Data Practices Act will be provided the proposals for review in the department. The data practices act sets a high standard for proof of proprietary information. The proposer would need to identify any information protected by trademark or patent. Any proprietary information that meets the criteria identified in the Data Practices Act (See Minnesota Statutes, Section 13.37) would be blacked out for copies made available for review or photo copied. In addition to having their proposals reviewed by MDHFS employees, applicants also consent to their proposals being shared with and reviewed by members of the proposal review committee. The *proposed* review committee will consist of City of Minneapolis staff and community representatives with relevant areas of expertise and experience.

As detailed in the attached General Conditions for Request for Proposals (Appendix C), the City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of

considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted. Disbursement of grant funds will be contingent upon the organization's performance and continued availability of funding to MDHFS. In the event that an award is made and the City has entered into contract negotiations with the selected organization, the City reserves the right to terminate contract negotiations due to any changes that affect the validity or assumptions detailed in the attached RFP.

**The attached materials provide information and forms to guide your application process and include:**

1) Request for Proposals; 2) Application Instructions and Narrative Proposal Outline; 3) Review Process and Scoring Criteria; 4) Pre-award considerations; and 5) Application Template Attachments (Appendix A – Application Cover Sheet and Check List, Appendix B – Budget Form and Budget Justification, and Appendix C – General Conditions for Requests for Proposals (RFPs)).

**Applicants are encouraged to conduct the following process:**

1. Review the enclosed application packet to determine your eligibility and capacity to meet the requirements.
2. Attend the pre-proposal conference to be held on June 22, 2011 starting at 3 p.m., at the Hosmer Library, 347 E. 36th St., Minneapolis, 55408. While attendance is not mandatory, it is strongly encouraged as this will be the only opportunity to ask questions directly to staff. If you are unable to attend the pre-proposal conference, or have additional questions following the conference, questions may be submitted in writing by no later than 8 a.m. on June 27, 2011. Questions must be submitted in writing to: Contract Administrator, Fax 612-673-3866, or by email to [health.familysupport@ci.minneapolis.mn.us](mailto:health.familysupport@ci.minneapolis.mn.us) (subject line should reference Local Food Resource Hubs Network RFP).
3. Review the Questions and Answers document posted on the website ([www.ci.minneapolis.mn.us/dhfs](http://www.ci.minneapolis.mn.us/dhfs)). This document will be updated by 12 noon on June 29, 2011 with the questions posed at pre-proposal conference or submitted in writing and their corresponding answers.
4. Use the Application Instructions (See Page 5) to guide your proposal writing process. In your proposal narrative, please follow the order of questioning provided. Documents that need to be completed for submission (cover sheet, application narrative template, budget template) are provided on-line in Microsoft Word format. The application needs to **be clear and complete**.
5. Check all budget numbers for mathematical accuracy and consistency throughout the application.
6. Check that all pages are consecutively numbered.
7. Use the Proposal Cover Sheet (Appendix A) as a checklist upon completion and ensure that a copy of the Proposal Cover Sheet is attached to each copy of the proposal.
8. An original and **six (6) copies (faxed or electronic copies may not be accepted)** of the completed proposal are due **no later than 12:00 noon on July 18, 2011** to:

Local Food Resource Hubs Network RFP  
Minneapolis Department of Health & Family Support  
250 South 4<sup>th</sup> Street, Room 510  
Minneapolis, MN 55415

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

*If you need this material in an alternative format please call Minneapolis Department of Health and Family Support at 612-673-2301 or email [health.familysupport@ci.minneapolis.mn.us](mailto:health.familysupport@ci.minneapolis.mn.us). Deaf and hard-of-hearing persons may use a relay service to call 311 agents at 612-673-3000. TTY users may call 612-673-2157 or 612-673-2626.*

*Attention: If you have any questions regarding this material please call Minneapolis Department of Health and Family Support 612-673-2301. Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llama 612-673-2700; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac 612-673-3500*

## MINNEAPOLIS DEPARTMENT OF HEALTH & FAMILY SUPPORT

### REQUEST FOR PROPOSALS (RFP) FOR LOCAL FOOD RESOURCE HUBS NETWORK ISSUED JUNE 15, 2011

#### I. NOTICE OF REQUEST FOR PROPOSALS

##### A. BACKGROUND

In March 2010, the Minnesota Department of Health (MDH) received federal funding for the Communities Putting Prevention to Work (CPPW) initiative as part of the American Recovery and Reinvestment Act of 2009. CPPW is focused on reducing the burden of chronic illnesses (specifically obesity) by implementing policy, systems, and environmental changes to create healthy communities that support Americans' efforts to live longer, better, healthier lives. As a subcontractor of MDH, the Minneapolis Department of Health and Family Support (MDHFS) received a 2-year (March 2010 – March 2012), \$2.2 million grant to implement CPPW interventions in Minneapolis. These CPPW activities are occurring in community and school settings, with a focus on communities that experience health disparities and greater rates of obesity, poor nutrition, and poor physical activity.

As part of its efforts to increase access to healthy food in community settings and support the recommendations from the City's Homegrown Minneapolis initiative, MDHFS committed to funding the start-up of a Local Food Resource Hubs Network (LFRHN) to support Minneapolis residents in growing, preserving, cooking and composting their own fresh produce. Based on a model from Detroit, the network has been under development since July of 2010. It is designed to improve residents access to the seeds, tools, education and connections needed to grow food successfully. It is anticipated that the LFRHN will increase residents' food growing and preparation competencies, improve health through increased access to fresh fruits and vegetables and more physical activity, improve the environment by increased composting of organic waste and decreased food miles traveled, lead to more gardeners becoming urban farmers and small business owners, and improve community connectedness. It is a community and economic development strategy that also uniquely benefits the health of people in Minneapolis by increasing overall access to healthier, sustainable, and locally grown food.

The contractor for this project provides leadership and will serve as a central coordinator of the network's activities and events, provide administrative support to hubs, the overall network, and its leadership council, leverage the resources of many members and organizations, and organize educational opportunities with partners for the membership.

Hubs are essentially partnerships (not a physical location) involving individuals, businesses, and community organizations at the neighborhood and community level. During the past year, three pilot hubs were established in Minneapolis: Northside Hub (North Minneapolis), Southside Hub (Powderhorn/Central) and the Phillips/Ventura Village Hub. To join, residents paid a yearly fee and were asked to participate in at least one Hub event, such as a volunteer work day or seed distribution event, in order to be eligible for resources beyond seeds and seedlings. Three types of memberships were made available: \$10 per household garden membership; \$30 per community garden or nonprofit membership; and \$10 per advocate membership. A limited number of memberships were available during the first year - approximately 600 - on a first come first served basis.

MDHFS is committing up to \$25,000 through this RFP for implementation activities and sustainability planning of the LFRHN for the project period anticipated to start no later than September 1, 2011 and end March 18, 2012. MDHFS will have final approval of all funding amounts allocated to each expense category listed in the grantee's final budget and may limit the amount of funding that can be allocated to certain categories in order to ensure that all grant components are provided for in a sufficient manner. CPPW funding must be used to serve Minneapolis residents only, however, the selected entity may secure additional funding from other sources to expand the program as appropriate.

Specifically, MDHFS funding can be used for:

- Personnel costs (salary and fringe)
- Materials and supplies (seeds, seedlings, labels, membership cards, tools)
- Marketing and promotional materials (including printing, postage, translation of materials)
- Limited programming expenses (stipends for educational instructors, scholarships for class participants)
- Contractual costs (graphic design, website design)

## B. PURPOSE OF THE RFP

The purpose of this RFP is to identify an appropriate organization to partner with the City of Minneapolis through MDHFS in order to lead and administer the LFRHN project, expand the network to additional areas within Minneapolis, and plan for long-term sustainability of the project. Specifically, the selected entity will be responsible for:

- Supporting the Local Food Resource Hubs Network, Hubs and leadership council with oversight, coordination and administrative capacity. This includes but is not limited to:
  - Schedule meetings, set agendas, facilitate meetings, take minutes
  - Administer membership database, assist with additional member recruitment, and collect and manage member fees
  - Provide ongoing training and technical assistance to hub leaders
  - Work with other organizations to increase access to affordable and convenient educational and training opportunities for all hub members
- Facilitating communications with MDHFS, Homegrown Minneapolis, participating organizational partners, volunteers, neighborhood residents, and other stakeholders
  - Send out meeting notices and share information
  - Respond to inquiries from the public
  - Update website
- Assisting MDHFS in implementing and evaluating the project throughout the contract period
  - Provide feedback on evaluation tool development
  - Collect, track and report aggregate data to the City as necessary
  - Collect and submit evaluation forms to the City
- Growing the project from a pilot phase to a larger scale (at minimum, recruiting, training, and providing technical assistance to at least one additional Minneapolis hub)
- Seeking additional funding and partnerships to grow the pilot citywide and ensure future project viability.

## C. DESIRED QUALIFICATIONS

### Ideal applicants will demonstrate:

- **Qualification 1:** Experience successfully delivering on high profile, grant-funded projects with short-term deadlines.
- **Qualification 2:** Consistent history of successful project management and implementation of creative problem-solving techniques.
- **Qualification 3:** Excellent leadership skills including strong interpersonal skills, an ability to strategically plan, an ability to prioritize and manage workload, an ability to exercise flexibility as appropriate, a proven track record of collaboration, and a results-oriented focus.
- **Qualification 4:** Ability to effectively manage communications, set agendas, and facilitate meetings.
- **Qualification 5:** Knowledge of existing project and its history; a positive working relationship with current stakeholders
- **Qualification 6:** A history of operating inclusively and an ability to effectively organize to reach low-income, culturally and ethnically diverse communities and people affected by obesity and/or lacking access to fresh fruits and vegetables
- **Qualification 7:** An organizational history of attracting funding, resources and partnerships.

## D. FUNDING

MDHFS will execute a contract with one (1) organization for up to \$25,000 for the project period. The start date of the contract is anticipated to be no later than September 1, 2011 and the contract will terminate on March 18, 2012. Disbursement of grant funds will be contingent upon the organization's performance and the continued availability of funding to MDHFS. Funding can be used for the direct costs listed in Section A above and for administrative costs (not to exceed 10% of the direct cost total).

## E. PROPOSED TIMELINE

Request for Proposals issued	June 15, 2011
Pre-proposal conference	June 22, 2011
Proposals due	July 18, 2011
Site visits with top applicants	July 26, 2011
Award letter and rejection letters issued	July 28, 2011
Estimated contract start date	September 1, 2011

## II. APPLICATION

### A. INSTRUCTIONS

1. Complete the Application Cover Sheet (Appendix A) and ensure that a copy of the Cover Sheet is provided with each copy of the application. The Cover Sheet form is provided on-line in Microsoft Word format.
2. Complete the Proposal Narrative (see next page). Respond to every question clearly, concisely, and in the order presented. Complete budget form (Appendix B) and budget narrative. Form provided on-line in Microsoft Word format. Maximum page limit 6 pages.
3. Assemble the attachments below (these supporting documents will not count towards your page limits):
  - Project organizational chart showing staff and partner agencies on the project
  - Letters of commitment from partner agencies
4. Administrative documents – include one copy only of each document.
  - Most recent audit and management letter, or financial statements for the past three years.
  - IRS determination letter for not-for-profit organizations.

**Please Note:** Failure to include any document may disqualify your proposal from consideration (if you cannot supply one or more documents, please include a note of explanation).

6. Submit original and six (6) copies to: Local Food Resource Hubs Network RFP  
Minneapolis Department of Health & Family Support  
250 South 4<sup>th</sup> Street, Room 510  
Minneapolis, MN 55415

Proposals must be received no later than **12:00 noon on July 18, 2011**. Proposals received after the deadline may not be considered.

## B. PROPOSAL NARRATIVE

The Proposal Narrative needs to outline the applicants' capacity and experience related to project responsibilities and requirements. Please answer the following questions in the order they are presented. The Proposal Narrative must not exceed six (6) pages (single-spaced; 12-pt.font). The Proposal Narrative section is available on-line in Microsoft Word for ease of use.

**Instructions: limit 6 pages, 1 inch margins, at least 12 point font, single-spaced acceptable.**

**The following outline, sentence introductions, and questions are suggestions for content, not required text. Please delete all instructions and text suggestions before submission.**

### ORGANIZATIONAL BACKGROUND AND PROPOSED PROJECT MANAGEMENT

1. Briefly describe the history, mission and major activities of your organization and any partner organizations with whom you will be working to provide the required services for this project, if applicable.
2. Briefly describe who will serve as project manager of the work and describe the relationship between your organization and any partners with whom you will be collaborating to provide the required services, including which organization will serve as the fiscal agent and an overview of how decision-making will occur. Please specify what each partner will contribute to the project with a focus on deliverables.
3. Describe the qualifications of the project director and manager and other key staff.
4. Describe your grant management experience, including examples of similar grants that your organization has received or managed.

### ORGANIZATIONAL CAPACITY AND EXPERIENCE

The following activities will help you understand the role of the network administrator to date. This is also an opportunity to describe your priorities and your approach to delivering on these anticipated project activities over the seven months of this project.

5. **Administrative and communications support.** This project requires a high level of organized administrative support for its network, hubs and leadership council. Some of the current activities include: communicating with the membership about the project, managing a membership data base, collecting and managing membership and class fees, scheduling meetings, setting agendas, facilitating meetings, taking minutes, reporting staff hours worked, managing a budget, assisting hubs in organizing seed and seedling distribution events, planning for an annual fall membership meeting, managing a website, responding to inquiries from the public, and managing a Ning social website. *Please describe your strengths and weaknesses in potentially carrying out these functions.*
6. **Hub leadership development and technical support.** The pilot hubs currently operate with an active hub leadership team of 3-5 people. Hub leaders work to recruit new members, plan the spring and fall seed and seedling distribution events, plan hub meetings and social events, provide information and technical support to hub members and serve on the network's leadership council. *How will you approach supporting the hubs and hub leadership? What kind of training and technical assistance are you able to offer to develop hub leadership?*
7. **Hub growth and recruitment of new members.** The first year of the LFRHN resulted in development of 3 pilot hubs serving approximately 600 members. The CPPW deliverables of this project require at least one more pilot hub to be developed. *How do you propose to grow membership through March 2012? How will you expand the diversity of the membership?*
8. **Membership education or training.** The first year of the LFRHN pilot leveraged community partners to offer a series of spring classes to train the membership in food growing, preservation, soil preparation, etc. Classes were \$5 each and open to anyone in the community. Instructors were eligible to be paid \$50 per class. *How do you propose to provide educational and training opportunities to those who need them the most?*
9. **Timeline of Activities.** What is your proposed timeline of activities from the start of the contract through March 18, 2012?

## **ADDRESSING HEALTH DISPARITIES OR INEQUITIES**

10. Describe how your proposal will address food access and food equity issues within the community.

## **CULTURAL COMPETENCE**

11. Describe your organization's experience working with primarily low-income, culturally and ethnically diverse communities and residents. How does your organization ensure cultural competence of all staff?

## **MEASURING OUTCOMES AND DATA TRACKING**

12. How will you measure activities such as recruitment or retention of program participants?

13. How and when will data be collected and tracked?

## **PLANNING FOR LONG-TERM SUSTAINABILITY**

14. Describe your experience in attracting funding and partnerships and how you plan to ensure long-term viability of the project.

## **III. REVIEW PROCESS AND SCORING CRITERIA**

Proposals will be reviewed by representatives from the Minneapolis Department of Health and Family Support Communities Putting Prevention to Work (CPPW) initiative. In addition to having their proposals reviewed internally by City of Minneapolis MDHFS employees, applicants also consent to their proposals being shared with and reviewed by members of the proposal review committee. The proposed review committee will consist of City of Minneapolis staff and community representatives with relevant areas of expertise and experience.

Top applicants will be required to participate in a site visit with members of the review team on July 26, 2011 at the applicant's work site location. As part of the site visit, applicants will be assessed on their organizational capacity to carry out the project as well as their financial capacity to manage a federal grant. Recommendations will be made based on scores from the review process and site visit and forwarded to the City of Minneapolis Commissioner of Health for final approval.

### **Proposals will be scored according to the following criteria:**

- Qualifications, organizational capacity and experience of applicant organization (and partners, if applicable) in carrying out project activities.
- Demonstrated success and experience in working with and conducting effective community engagement with primarily low-income, culturally and ethnically diverse communities.
- Strength of proposed data collection and tracking methods.
- Potential for attracting additional funding and partnerships to help ensure the long-term viability of the project.
- Appropriateness of proposed budget and justification.
- Overall compatibility with CPPW goals and experience working on high deliverable, short-term grants.

### **Site visits for top applicants will be scored according to the following criteria:**

- Financial and administrative capacity to manage a federal grant.
- Knowledge, systems and experience necessary to administer and expand the LFRHN.
- Ability to begin making significant progress on development and operation tasks immediately after contract is executed and fulfill grant requirements within proposed budget and timeline.
- Experience working with primarily low-income, culturally and ethnically diverse communities and resident and target neighborhood/business community (or documented plan for developing necessary relationships).
- Overall suitability of the organization to carry out the LFRHN intervention.

#### **IV. PRE-AWARD CONSIDERATIONS**

Selection of organization is anticipated to be made by July 28, 2011 with a contract initiated by approximately August 15, 2011. Minneapolis Department of Health & Family Support staff will develop City contracts with the approved agency for the project services. The approved project will be required to submit regularly scheduled progress reports and expenditure reports to obtain reimbursement.

Please review carefully the attached General Conditions for Requests for Proposals (RFP), and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers Compensation, General Liability, and Commercial Auto Liability. Professional Liability may be required depending on type of services that will be provided. CyberFlex Insurance or Technology Liability Insurance will be required for projects involving the electronic transmission of private data. Failure to maintain in force required insurance coverage may result in contract termination. All services provided using these funds must comply with State and City licensure, permit and other related requirements.

Additional administrative documents may be required for funded agencies, and could include:

- Agency organizational chart showing lines of accountability
- Articles of incorporation with By-laws and amendments
- List of members of Board of Directors with their addresses and political affiliations
- Most recent agency annual report
- Copy of written policies and procedures for handling client complaints.
- Copy of written policies and procedures for criminal background checks.

All services provided using these funds must comply with State and City licensure, permit and other related requirements. In addition, the grantee is expected to use their best efforts to hire persons for funded projects from the neighborhood or geographic service area.

**Appendix A**

**Communities Putting Prevention to Work – Local Food Resource Hubs Network RFP  
Application cover sheet/checklist**

<b>Applicant Information</b>	
Organization name	
Organization address	
Organization telephone number	
Organization fax number	
Organization director name	
Organization director telephone number	
Organization director e-mail address	
<b>Contact Person for this Proposal</b> (if different from Organization Director)	
Name	
Title	
Telephone number	
Fax number	
E-mail address	

**Documents attached**

Proposal narrative and Budget Form and Budget Justification (6 pages maximum), with application cover sheet attached to each copy

**One** copy of each of the following required documents for the lead organization (or provide an explanation as to why any of the documents cannot be provided):

Most recent audit and management letter, or financial statements for the past three years. *Note – For-profit entities must submit financial statements for the previous three years and the most current quarter. For-profit entities that wish to keep their financial documents confidential should bind these documents together in the same submission envelope, separate from the other proposal materials, and mark them as “confidential”.*

IRS determination letter for non-profits organizations.

## Appendix B

### Budget Form and Budget Justification

Provide a line-item budget for the project period for the organization and any partners. Examples of items to include: salary and fringe for all personnel; inventory purchases; operating expenses; administration costs (cannot exceed 10% of direct costs). This form can be modified by the organization to best communicate the budget information.

PERSONNEL	Role on project	Base salary or annual wage	% time on project	Salary/wages charged to project	In-kind support
Name 1 (or "To be named")	LFRHN Project Manager	\$0		\$0	\$0
Name 2		\$0		\$0	\$0
Name 3		\$0		\$0	\$0
<b>TOTAL SALARY/WAGES</b>				\$0	\$0
<b>FRINGE BENEFITS</b>				\$0	\$0
<b>TOTAL PERSONNEL COSTS</b>				<u>\$0</u>	<u>\$0</u>
<b>OTHER EXPENSES</b>					
Materials and Supplies (Seeds, seedlings, labels, membership cards, tools)				\$0	\$0
Marketing and Communications (printing, postage, translation)					
Program Costs (educational instructor stipends, class scholarships, etc.)					
Limited programming expenses (stipends for instructors, scholarships for class participants)					
Other (specify):					
<b>TOTAL OTHER EXPENSES</b>				<u>\$0</u>	<u>\$0</u>
<b>CONTRACTUAL COSTS (INCLUDING CONSULTANTS)</b>					
Contract 1				\$0	
Contract 2				\$0	
<b>TOTAL CONTRACTUAL COSTS</b>				<u>\$0</u>	
<b>TOTAL DIRECT COSTS</b>		(sum of Total Personnel, Total Other Expenses, and Total Contractual)		<u>\$0</u>	<u>\$0</u>
<b>ADMINISTRATIVE COSTS</b> (not to exceed 10% of Total Direct Costs)				\$0	\$0
<b>TOTAL PROJECT COSTS</b> (sum of Total Direct Costs and Administrative Costs)				<u>\$0</u>	<u>\$0</u>

## **Budget Narrative**

Please provide the following information about the proposed budget (does not include budget for building modifications or improvements):

### Personnel (Salary/Wages)

Justify the time allocated to the project for each individual (e.g., explain why a full-time position is needed, or a quarter-time position is adequate, to accomplish the assigned responsibilities).

### 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 organization (e.g., 25% of salary), or whether it was calculated based on actual costs for each individual. Identify what benefits are included (e.g., health insurance, dental insurance, life or disability insurance, FICA, pension, etc.)

### Others Expenses

Specify the costs necessary to manage Local Food Resource Hubs Network:

Materials and Supplies (Seeds, seedlings, labels, membership cards, tools)

Marketing and Communications (printing, postage, translation)

Program Costs (educational instructor stipends, class scholarships, etc.)

Limited programming expenses (stipends for instructors, scholarships for class participants)

### Contractual Costs

Specify the type of service and costs necessary to cover any contracted services.

### Administrative Costs

Specify the rate used (not to exceed 10% of the direct costs) and indicate what organization costs are covered by the rate. These might include office space, workers compensation, benefits administration, liability insurance, and IT support.

### In-Kind Support:

Source, purpose, etc. In-kind support from partner organizations or other entities is not required to receive MDHFS funding. If in-kind contributions have been secured, please list the organizations providing this support, the amount from each contributor, and how each contribution will be used to support project components listed above.

### Other Budget Information:

Applicants should refer to the OMB Cost Circular that applies to their organization when completing their budget:

State, Local and Indian Tribal Governments: OMB Circular A-87

Educational Institutions: OMB Circular A-21

Non-profit Organizations: OMB Circular A-122

Available at [www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

Commercial Organizations- Federal Acquisition Regulation (FAR) Subpart 31.2

[www.acquisition.gov/FAR/current/html/Subpart%2031.2.html](http://www.acquisition.gov/FAR/current/html/Subpart%2031.2.html)

## **General Conditions for Request For Proposals (RFP)**

(Revised - 04/2011)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By proposing, the proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the proposer's suggestions.

### **1 City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

### **2 Interest of Members of City**

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

### **3 Equal Opportunity Statement**

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

### **4 Non-Discrimination**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

## **5 Disability Compliance Requirements**

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

## **6 Insurance**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors 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, \$100,000 each occurrence fire damage and \$10,000 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. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Computer 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 Contractor, 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 remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Contractor will assume full liability of the subcontractors.

## 7. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

#### **8. Subcontracting**

The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

#### **9. Assignment or Transfer of Interest**

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

#### **10. General Compliance**

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

#### **11. Performance Monitoring**

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City,

Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

## **12. Prior Uncured Defaults**

Pursuant to Chapter 8, Section 24 of the City's Charter, 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.

## **13. Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, 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 Contractor.

## **14. Accounting Standards**

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

## **15. Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

## **16. Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

## **17. Inspection of Records**

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

## **18. Living Wage Ordinance**

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

## **19. 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 Contractor.

## **20. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

## **21. Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at: <http://www.ci.minneapolis.mn.us/policies/ContractorTravelReimbursementConditions.pdf>

## **22. 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.

## **23. Conflict of Interest/Code of Ethics**

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person", "lobbyist" or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

## **24. Termination**

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

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

## **25. 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 final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

## **26. Intellectual Property**

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs,

reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Contractor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

This section will be modified to provide that the Contractor is the sole owner of any software, program or application where the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

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.

## **27. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$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.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf).

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

## **28. Cardholder Data and Security Standards**

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

## **29. Small & Underutilized Business Program (SUBP) Requirements**

The selected proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT web site at [www.govcontracts.org](http://www.govcontracts.org) or by calling 612 673-2112