

# Request for Applications

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**City of Minneapolis  
City Attorney's Office**

## **Alternative Consequence for Gross Misdemeanor Carrying a Pistol Without a Permit Cases**

Issue Date: September 30, 2016

**Applications Due by: Monday, October 31, 2016 at 4:00PM**

September 30, 2016

To whom it may concern:

Attached is a Request for Applications to solicit applications for community-based, culturally specific, trauma-informed programming that will reduce the risk of recidivism and improve outcomes that can be offered by the City Attorney's Office as an alternative sanction for defendants convicted of gross misdemeanor carrying a Pistol without a Permit pursuant to Minnesota Statute Section 624.714.

The typical sentence in these cases involves time in the Hennepin County Adult Correctional Facility. There is a record of recidivism for a significant number of individuals convicted of this offense that involves subsequent violent and felony-level offenses. The City Attorney's Office is seeking these services as part of an effort to explore a more effective consequence to help prevent more violent offenses by creating a community based program that can help address the underlying issues which may contribute to recidivism.

Please consider submitting an application for providing these services if you meet the qualifications and are available. Please review the RFA for details.

Applications are due by 4:00 PM (Minneapolis time) on October 31, 2016.

Thank you for your consideration.

Sincerely,

Susan L. Segal  
City Attorney

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REQUEST FOR APPLICATIONS  
FOR  
COMMUNITY-BASED CONSEQUENCE FOR GROSS MISDEMEANOR  
CARRYING A PISTOL WITHOUT A PERMIT CASES

**I. INVITATION:**

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Applications (hereinafter referred to as the RFA) in order to select a qualified vendor (hereinafter referred to as the Consultant) for providing alternative consequences for defendants convicted of gross misdemeanor carrying a pistol without a permit pursuant to Minnesota Statute Section 624.714 (hereinafter called the Project). The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFA, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

**II. APPLICATION DUE DATE and LOCATION:**

The Consultant shall submit their applications to the City of Minneapolis Deputy City Attorney Criminal Division by email to [MaryEllen.Heng@minneapolismn.gov](mailto:MaryEllen.Heng@minneapolismn.gov).

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), October 31, 2016.**

**NOTE: Late Applications may not be accepted.**

**III. APPLICATION FORMAT:**

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – “EVALUATION OF APPLICATIONS”.

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

1. Executive Summary - The Executive Summary should include a clear statement of the Consultant’s understanding of the RFA including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the application, a summary of the proposed services, and the background and required qualifications for the positions that would be providing the services.
2. Scope of Services - Describe the specific components of your program (either a current program or one you would be willing to develop) which would meet this criteria, including but not limited to:
  - a. the length of your program, both in terms of weeks and hours;
  - b. expectations of participants regarding attendance and participation;
  - c. the contents and nature of the programming being proposed, including a brief outline of proposed topics or areas of focus, specific classes or services you would provide to participants and anticipated staffing;
  - d. a summary of the responsibilities of the participant to successfully complete the program;

- e. the cost of the program on a per participant basis;
  - f. eligibility criteria for acceptance in the program;
  - g. criteria that will be used to graduate and/or terminate a participant from the program;
  - h. size capacity, both in terms of a minimum or maximum number of participants, for the program to be run successfully;
  - i. the resumes, biographies, and/or CV of any proposed instructors; and
  - j. if a program is to be developed, the timeline of designing and implementing the program.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if consultant expansion is required to provide proposed service(s).
  4. Describe how you would evaluate the effectiveness of the program and what data you would want to collect as part of the evaluation process.
  5. References - List references from contracts similar in size and scope.
  6. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
  7. Cost/Fees - Specifically describe the length and cost of such a program, both any potential cost to the City, as well as any proposed charges to a defendant for participation.

**IV. EVALUATION OF APPLICATIONS – SELECTION OF CONSULTANT:**

Applications will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, City Attorney’s Office and other City staff assistance as they might require. Evaluations will be based on the required criteria listed in Section III “APPLICATION FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of application.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets department objectives.
- D. Organization and management approach and involvement for a successful project.
- E. Cost of services proposed.
- F. Insurance coverage as defined for the services.

**V. SCHEDULE:**

The following is a listing of key Application and Project milestones:

RFA Release	September 30, 2016
Applications due by	4:00 PM on October 31, 2016
Estimated Consultant selection	November 18, 2016
Estimated services start date	January 1, 2016
Estimated services end date	December 31, 2019

**VI. CONTRACT:**

The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected application, along with the RFA and any counter application will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of three (3) years with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

**VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:**

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

Contract Manager: Mary Ellen Heng, Deputy City Attorney, Criminal Division  
[MaryEllen.Heng@minneapolismn.gov](mailto:MaryEllen.Heng@minneapolismn.gov)

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

**VIII. REJECTION OF APPLICATIONS:**

The City reserves the right to reject any Consultant on the basis of the applications submitted. The City reserves the right to reject all applications or any Consultant on the basis of the application submitted.

**IX. ADDENDUM TO THE RFA:**

If any addendum is issued for this RFA, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFA at any time.



**City of Minneapolis**

**Standard Agreement Form**

(For Professional Services Contracts up to \$50,000 – Non-grant Funded)

**City Contract Number** (Assigned by the City Contract Management Office): \_\_\_\_\_

**City Department responsible for the Contract:**

**I. CONTRACT**

THIS CONTRACT is made between the City of Minneapolis, Minnesota, a home rule charter city, referred to as the City and \_\_\_\_\_, referred to as the Consultant, for services to be provided under the terms of this agreement (the “Contract”).

**II. SCOPE OF SERVICES**

Consultant agrees to perform the following services for the City:

Include a detailed description of services/deliverables expected under this contract.

**III. COMPENSATION**

Consultant shall be compensated as follows:

Include the rate and milestones at which the contractor will be paid

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed \$ \_\_\_\_\_. Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

## **EXPENSE REIMBURSEMENT**

“Eligible reimbursable expenses” shall be paid upon submission of itemized invoice to the person signing this Contract. The City shall only pay for eligible reimbursable expenses. All travel must be conducted in accordance with the City’s *Travel Reimbursement Conditions for Consultants*:  
<http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>

**Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Agreement Form* Contract shall not exceed Fifty thousand (\$50,000) dollars.**

## **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ unless otherwise extended by the City or terminated earlier under Paragraph XV, Cancellation, Default and Remedies.

## **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

## **VI. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the person identified in Paragraph XVI.

## **VII. AMENDMENTS**

No amendments may be made to this Contract after signing by the parties, except for extensions of time, increases in compensation or increases or reduction of the services to be performed so long as the limit of \$50,000 is not exceeded. All amendments shall be in writing, signed by the City and the Consultant. If the

amendment or a subsequent contract causes the compensation to exceed \$50,000, the amendment must be approved by the Mayor and City Council.

#### **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

#### **IX. CONSULTANT’S INSURANCE**

If any insurance is required under this Contract, the Consultant shall maintain that insurance identified in Exhibit A which is attached and made part of this Contract. Any entity that fails to indemnify and hold the City harmless pursuant to Section X and Section XIV, shall provide insurance coverage regardless as to whether or not the entity is self-insured.

#### **X. DATA PRACTICES**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of Consultant’s sub-consultants or sub-contractors retained to provide services under this contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will 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.

#### **XI. COMPLIANCE WITH THE LAW**

Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements,

the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

The Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

## **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights in here to the benefit of the parties' successors and assigns.

## **XIV. LIABILITY AND INDEMNITY**

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents and any subcontractors.

## **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the City has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding section XIV or this section XV, 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 here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in

this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

## **XVII. 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 consultations 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 term 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.

#### **XVIII. BILLBOARD ADVERTISING**

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

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

#### **XX. MISCELLANEOUS PROVISIONS**

1. **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 provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **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.
4. **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.
5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.

**XX.** The parties being in agreement, have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE CITY:**

By \_\_\_\_\_

Department Head responsible for Administering and monitoring this contract

*By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.*

**Exhibit A**  
**Standard Agreement Insurance Form**

The following are the insurance requirements for the Consultant. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) **1. Worker's Compensation Insurance** that meets the statutory obligations.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.
- 2. Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.
- Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).
- Non-employees such as subcontractors will not provide any services under this Contract.
- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "additional insured".
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.
- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.
- Consultant will not drive any automobiles while performing services under this Contract.
- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its consultants, omissions of Consultant or its consultants, failure to render a professional service by Consultant or its consultants, or the negligent rendering of the professional service by Consultant or its consultants. The insurance policy must provide the protection stated for Two years after completion of work.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultants providing service under this Contract who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.
- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches. The insurance policy must provide the protection stated for Three (3) years after completion of work.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.

**Consultant Name (printed)** \_\_\_\_\_

**Consultant Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Use this space for any attachments to the contract. If not needed, please delete this text/page.

## **ATTACHMENT B – SCOPE OF SERVICES**

The City Attorney's Office (CAO) is seeking to implement a more effective, community-based consequence for offenders convicted of the gross misdemeanor crime of carrying a pistol without a permit under Minnesota Statutes Section 624.714. A review of cases prosecuted by the CAO has shown a significant rate of recidivism by those convicted of this offense, with those offenders often committing subsequent more serious and violent offenses. Our review also showed that approximately two-thirds of the defendants charged by the CAO for this offense were males between the ages of 18-25, with this charge often being their first adult conviction. A review of cases also shows that of the 344 gross misdemeanor weapons related cases prosecuted by the City Attorney's Office for the five years between 2010 and 2014, 269 of the defendants were African American, 49 were Caucasian, 15 were Native American and 11 were Asian/Pacific Islanders.

At the request of the CAO, the Hennepin County Department of Community Corrections analyzed recidivism data for offenders convicted of carrying without a permit. In the five years between 2007 and 2012, 449 defendants were convicted of this offense in Hennepin County (Minneapolis and other cities and towns within the County). Of these defendants, 100 violent offenses were committed within three years of the carrying without a pistol offense date, with a total number of 422 offenses committed within three years. 121 of the defendants convicted of carrying without a permit in Hennepin County over those five years were between 18-25 years of age. Of the 18-25 age-groups, there were 34 violent offenses committed within three years of the carrying without a permit offense, with a total number of 173 offenses committed within three years.

The current standard sanction for defendants charged by the CAO with carrying a pistol without a permit and subsequently convicted is a sentence of thirty days in the County Adult Correctional Facility (ACF) or on electronic home monitoring, with two years of unsupervised probation. There is no active supervision provided by probation, no needs or risk assessment is being completed to determine what other services or programs may benefit the defendant and no services or programming are offered other than any general programs offered to defendants at the ACF.

The CAO is looking to partner with a community based program which can offer an alternative sentencing consequence for these defendants. We are seeking a program which is trauma-informed, culturally specific, with a focus on young adult African American males, and can offer a needs or risk assessment in order to tailor programming to the needs of the defendant with the goal of reducing the risks for these defendants to recidivate and assist them in moving towards a more productive future. The program should be of sufficient intensity to provide a reasonable alternative to thirty days of incarceration and to seek to achieve a long term positive impact to prevent future weapons and victim crimes.

It is difficult to anticipate the exact number of referrals, but responders should assume annual referrals in the range of forty to eighty individuals.