

Request for Proposals



**City of Minneapolis
City Coordinator
Office of Equity & Inclusion**

**FY2017 SAMHSA ReCAST Program
Needs & Resources Assessment, Strategic Plan, and Program
Evaluation**

RFP 2016-157 Issue Date: October 26, 2016

Proposals Due by: Wednesday, November 16, 2016 at 4:00pm

October 26, 2016

To whom it may concern:

Attached is a Request for Proposal for professional consulting services. These services are needed for the City's newly funded Resiliency in Communities After Stress and Trauma (ReCAST) Program, funding is through the U.S. Department of Human Services- Substance Abuse and Mental Health Services Administration (SAMHSA). Services are requested to conduct a community needs and resources assessment, develop a strategic plan that outlines the vision and activities to address the goals of the program, and create and implement a program evaluation methodology. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4pm on Wednesday, November 16, 2016. Prospective responders may direct questions in writing only to:

Trudy Kjenstad
Manager, Administrative Services
City of Minneapolis – City Coordinator's Office
350 S. Fifth Street, Room M301
Minneapolis, MN 55415
Email: trudy.kjenstad@minneapolismn.gov
Fax: 612-673-3250

Thank you for your consideration.

Sincerely,

Spencer Cronk
City Coordinator

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REQUEST FOR PROPOSALS
FOR
FY2017 SAMHSA ReCAST Program
Needs & Resources Assessment, Strategic Plan & Program Evaluation

- **INVITATION:** The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Consulting Firm (hereinafter referred to as the Consultant) for providing a Community Needs and Resources Assessment that focuses on community-identified drivers of civil unrest, trauma and violence in affected Minneapolis neighborhoods. The assessment should include an inventory of community-identified assets that contribute to healing, self-care, and resiliency in times of trauma, working with stakeholders to develop a strategic plan that outlines the vision and activities to address the goals of the ReCAST Program, and create and implement a program evaluation methodology (hereinafter called the Project).

- I.** The Project is generally described in the “Scope of Services” (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

The City has received a five-year, \$5 million federal grant from the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Resiliency in Communities After Stress and Trauma (ReCAST) Program. The purpose of this program is to promote resilience and equity in communities that have recently faced civil unrest connected to law enforcement issues through implementation of evidence-based violence prevention, community youth engagement programs, and linkages to trauma-informed behavioral health services. The ReCAST Program will build capacity of community partners working with high-risk youth and families facing stress from traumatic events. It will also bolster the City’s efforts to train staff members who are the first points of contact for the community. The overarching goal is that the local community to work together in ways that lead to improved behavioral health, empowered community residents, and reductions in trauma and sustained community change. Approaches and services will be culturally specific and developmentally appropriate.

One of the first required grant activities is to complete a Community Needs and Resources Assessment, a purposeful process of gathering, analyzing, and reporting current data and information about the community based organizations, public institutions, and community characteristics, needs, and resources of the neighborhoods in Minneapolis in which the proposed activities will be implemented, focusing particularly on the needs of high-risk youth and their families. The assessment will involve community members and focus on community-identified drivers of civil unrest, trauma and violence.

The City is next required to develop a Community Strategic Plan that outlines a common vision to address the goals of the program and builds partnerships and awareness of the issues faced by high-risk youth and their families. The strategic plan should include a diverse array of tools, including the development of core principles and values that reflect a community-based, culturally-responsive, participatory partnership. The strategic plan will also address the activities outlined in the City’s proposal to achieve community (external) and enterprise (internal) goals.

The City is additionally required to formally assess and evaluate progress toward achieving the intended goals, objectives, and outcomes of its ReCAST program and report on how effectively

program activities are having/will have the intended impact on behavioral health disparities. Evaluation will include community-based, participatory performance assessments.

II. PROPOSAL DUE DATE and LOCATION: The Consultant shall submit **one (1) original and three (3) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
FY2017 SAMHSA ReCAST Program
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

Additionally, the Consultant shall submit **one (1) electronic copy** of their proposal via email to: RFP.Responses@minneapolismn.gov.

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), November 16, 2016**.
NOTE: Late Proposals may not be accepted.

III. PROPOSAL FORMAT: See Attachment B for specific guidance and materials.

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 PROPOSALS”.

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

1. Contact Information – Provide the name of the company and website address, along with the name of the company’s point of contact, including email address and phone number(s).
2. Executive Summary - The Executive Summary should include a clear statement of the Consultant’s understanding of the RFP including a brief summary of the Scope of Work. Include a summary of the proposed services.
3. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.
4. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services.
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. Company Financial Information [Proof of financial responsibility, any bankruptcy filings by the consultant, its principles and officers during the previous seven years, if deemed necessary]

8. Cost/Fees - Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis Department of the City Coordinator and other City staff assistance as they might require. The Evaluation Panel may select a "short list" of qualified Consultants to be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the Scope of Services offered meets ReCAST Program objectives and timeline.
- D. Organization and management approach and involvement for a successful project.
- E. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- F. Small & Underutilized Business participation, as applicable.
- G. Cost of services proposed.
- H. Insurance coverage as defined for the services. (See Terms & Conditions.)

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

RFP Release	October 26, 2016
Questions on RFP Due by	4pm on November 4, 2016
Responses to Questions posted by	November 9, 2016
Proposals due by	4:00 PM on November 16, 2016
Estimated Consultant selection	November 21, 2016
Estimated services start date	December 12, 2016
Estimated services end date	September 29, 2017

VI. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term through September 29, 2017 with the option to extend the contract, on an annual basis up to four years, at the sole option of the City.

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: Trudy Kjenstad
 Manager, Administrative Services
 City of Minneapolis – City Coordinator’s Office
 350 S. Fifth Street, Room M301
 Minneapolis, MN 55415
 Email: trudy.kjenstad@minneapolismn.gov
 Fax: 612-673-3250

All questions are due no later than **4pm on Friday, November 4th, 2016**. Responses to the Questions will be posted by **November, 9th** on City's RFP website at:
<http://www.minneapolismn.gov/finance/procurement/rfp>

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

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

IX. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, 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 RFP at any time.

ATTACHMENT A

General Conditions for Request For Proposals (RFP)

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of 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 section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant'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. 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 Consultant 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 Consultant'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 Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

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, \$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. 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 completion of the work.
- 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 remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

4. **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 as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract 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. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

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 substantial 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

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. 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 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.

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 Consultant(s). 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.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any 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.

15. Living Wage Ordinance

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

16. 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.

17. Conflict and Priority

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 (only for Contracts awarded using RFP).

18. Travel

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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) 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.

26. 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.

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). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no 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" of 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 Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

Special Conditions for Federal and State Grant Funded Contracts

(Revised: 12/2015)

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available. By entering into this Contract with the City, the consultant agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to the City which were used to pay for the Consultant's services.

A. Conduct:

Prohibited Activity - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

Religious Organization - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

B. Materials Produced by Contractor:

Grantor Recognition - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Progress - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

Infringement - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

II. Administrative Restrictions

A. Fees. The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.

B. Voter Registration. If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

III. General Federal and State Requirements

A. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.

B. Hatch Act (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.

C. Endangered Species Act of 1973 (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.

D. Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.

E. The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- F. The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.
- H. Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.
- I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:
- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
 - Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
 - Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
 - Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
 - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
 - 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
 - 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
 - 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
 - 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
 - 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
 - 2 C.F.R. Part 200 “Uniform Grant Guidance” (Applicable to all direct federal awards made after December 26, 2014 and supersedes OMB administrative, cost and audit rules in the OMB circulars listed below).

For funds provided through federal awards to the prime recipient on or prior to December 26, 2014, the following circulars apply:

- O.M.B. Circular A-21: “Cost Principles for Educational Institutions” (*See* 2 C.F.R. Part 220).
- O.M.B. Circular A-87: “Cost Principles for State, Local and Indian Tribal Governments” (2 C.F.R. Part 225).
- O.M.B. Circular A-102 Revised: “Grants and Cooperative Agreements with State and Local Governments”. (For HUD funded contracts, see 24 C.F.R. Part 85)

- O.M.B. Circular A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (2 C.F.R. Part 215) (For HUD funded contracts, see 24 C.F.R. Part 84).
- O.M.B. Circular A-122: “Cost Principles for Nonprofit Organizations” (2 C.F.R. Part 230).
- O.M.B. Circular A-133 Revised: “Audits of States, Local Governments and Non-Profit Organizations”.

K. Cost Certification. Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

L. Non-procurement Debarment and Suspension. The Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

M. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41 C.F.R. Chapter 60: “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

IV. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

(31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsr.gov for details).

V. Certification Regarding Lobbying

Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

- 2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____

BY: _____

TITLE: _____

FOR: _____

(Organization)

ATTACHMENT B

Scope of Services

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

The City seeks a Consultant who will work with identified ReCAST Program staff and partners to provide the following services:

- Conduct a Community Needs and Resources Assessment that focuses on community-identified drivers of civil unrest, trauma and violence in affected Minneapolis neighborhoods. The assessment should include an inventory of community-identified assets that contribute to healing, self-care, and resiliency in times of trauma.
- Engage community members, the City's ReCAST Advisory Team, and other stakeholders in sessions to collect data that informs the final assessment product.
- Create the ReCAST Community Needs and Resources Assessment document and present it to the ReCAST Advisory Team.
- In collaboration with City ReCAST Program staff and the ReCAST Advisory Team, lead a strategic planning process that outlines a common vision to address the goals of the program and builds partnerships and awareness of the issues faced by high-risk youth and their families. The development of core principles and values that reflect a community-based, culturally-responsive, participatory partnership will be included in this process.
- Create the ReCAST Community Strategic Plan document and present it to the ReCAST Advisory Team.
- Develop the ReCAST evaluation methodology, identifying outcome performance measures that will measure progressive change for high-risk youth and their families. The methodology will also include community-based, participatory performance assessments.
- Work with City staff, the ReCAST Advisory Team, and community partners on an ongoing basis to support the overall evaluation effort.
- Conduct other planning and evaluation activities as assigned.