

Request for Proposals



City of Minneapolis
Neighborhood and Community Relations Department

One Minneapolis Fund
RFP 2017-08 Issue Date: March 6, 2017

Proposals Due by: Monday, May 1, 2017 at 4:00p.m.

March 6, 2017

To whom it may concern:

Attached is a Request for Proposal for leadership development and community engagement services. These services are needed for the One Minneapolis Fund, a grant program designed to support diverse community leadership development and community engagement in the City of Minneapolis. The name “One Minneapolis” is used for the fund as a challenge to create an inclusive community in which all people are valued, all communities are engaged and community leadership mirrors the great diversity of our City.

The One Minneapolis Fund is facilitated by the Minneapolis Neighborhood and Community Engagement Commission (NCEC) and is funded by the City of Minneapolis.

Cultural and community organizations with 501(c)(3) status are encouraged to apply. Please review the RFP for details.

Proposals are due by May 1, 2017. A pre-proposal conference will be held at 2:00p.m. on Thursday, March 23rd at the Crown Roller Mill Building, 1st floor conference Room. (105 5th Avenue South, Minneapolis, MN 55401.)

Thank you for your consideration.

Sincerely,



David Rubedor, Director
Neighborhood and Community Relations Department

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REQUEST FOR PROPOSALS
FOR
The One Minneapolis Fund

- I. INVITATION:** Community and cultural organizations who support leadership development and community engagement in the City of Minneapolis should submit proposals for the One Minneapolis Fund. The One Minneapolis Fund is designed to support diverse leadership development and community engagement in the City of Minneapolis.

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 qualified 501(c)(3) organizations (hereinafter referred to as Contractor) for providing leadership development and community engagement services (hereinafter called the Project). 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 Contractor, City, and other parties involved in the Project.

- II. PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **2:00p.m. (Minneapolis Time), March 23, 2017** in the 1st floor Conference Room of the Crown Roller Mill Building, 105 5th Avenue South Minneapolis, Minnesota 55401. All potential Contractors are encouraged to attend this conference.

- III. PROPOSAL DUE DATE and LOCATION:** The Contractor shall submit their proposal to the Minneapolis Procurement Office at the email address provided below, at or before **4:00 P.M. (Minneapolis Time), May 1, 2017**

NOTE: Late Proposals may not be accepted.

Submit proposals to: RFP.Responses@minneapolismn.gov.

The Procurement office is located at:
City of Minneapolis - Procurement
Request for Proposals for:
One Minneapolis Fund
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

- IV. FUND GOALS:** The One Minneapolis Fund is designed to support diverse leadership development and community engagement in the City of Minneapolis. Proposals are requested to do this work in one of two ways:

Group A Funding: Community or Cultural organizations should submit proposals for projects that develop and prepare leaders to serve on City boards and commissions and on one of Minneapolis’ 70 neighborhood organization boards.

Organizations that serve communities of color and renters are highly encouraged to apply for this funding group.

Group A proposals may request a maximum of \$15,000. Organizations may submit one proposal. Multiple organizations will be selected for this funding group.

Group B Funding: Community or Cultural organizations should submit proposals for projects that connect diverse residents to the City and engage communities, beyond neighborhood borders, in specific targeted audiences. These programs may be either established and on-going programs or new programs.

Group B proposals may request a maximum of \$25,000. Organizations may submit one proposal. Multiple organizations will be selected for this funding group.

Preferred (but not limited to) target audiences:

Youth (ages 18-24)

Renters

Low-income

Southeast Asian

Latino

American Indian

African American

Note: The preferred target audiences listed are based on the results of the 2016 Appointed Boards and Commissions Diversity Survey and the 2016 Neighborhood Board Diversity Survey. These surveys can be found on NCR's website: www.minneapolismn.gov/ncr.

- V. FUNDING AVAILABLE:** For contracts awarded in 2017, a total of \$182,000 in funding is available. Of the designated \$182,000 in funding, \$25,000 of the funds will be designated for City initiated projects where organizations are asked to assist with outreach or other similar activities. A total of \$157,000 will be available for funding Groups A and B.
- VI. INDIRECT OR ADMINISTRATIVE COSTS:** The proposal may include indirect or administrative costs, at a rate not to exceed 10 percent.
- VII. FUNDING TIMELINE:** Proposals should state the requested timeline, which should be between 6 to 24 months, and should start within 3 months of receiving funding.
- VIII. ELIGIBILITY:** Organizations eligible for funding from the fund must meet the following criteria:
- The applicant is non-profit organization registered as a 501(c)(3) with the U.S. Internal Revenue Service (or a university or college based in Minneapolis).
 - Have a history of serving people in Minneapolis.
 - Must show reliable fiscal agency meeting standards established by the City of Minneapolis.
 - The headquarters is located in the City of Minneapolis.
 - Must receive less than 50 percent of their annual budget from the City of Minneapolis.
 - Only one application may be submitted by a single organization.
 - A minimum of 75 percent of funding will be awarded to organizations with total annual budgets of less than \$1 million.
 - Cannot be a past recipient of the One Minneapolis Fund with missing components of program requirements.
 - The applicant must be a legal entity.

Organizations that have not been funded by the city before, and that represent diverse communities, are highly encouraged to apply. Past One Minneapolis Fund recipients are allowed to apply.

IX. INELIGIBLE ORGANIZATIONS: Organizations that are ineligible for funding from the fund include the following:

- Local, regional or state governmental entities.
- Organizations that currently receive funding from the Minneapolis Community Participation Program
- Receive 50 percent or more of the organization's budget from the City of Minneapolis.

X. ELIGIBLE ACTIVITIES: Activities described in the proposal must support leadership development and community engagement by members of under engaged communities. While events and conferences may be a part of the proposed activities, preference will be given to proposals which do not include a major event (one that costs more than 35 percent of the budget).

XI. INELIGIBLE ACTIVITIES: Fund raising, religious based activities, electoral campaigning, and professional lobbying.

XII. REPORTING AND MEASUREMENT: Projects should begin upon receiving the grant, or on the start date given in the proposal. The organization will provide a letter to the NCEC attesting to the start date.

At the completion of the funding agreement, funding recipients will submit a report to the Minneapolis Neighborhood and Community Relations Department. Reports will include a final account of the use of funds, a description of the accomplishments of the project and how they relate to the project goals, and a description of the issues encountered in the project and recommendations for further work needed to address these issues.

Funded organizations will be expected to work with the NCEC to evaluate the One Minneapolis Fund program and formulate future guidelines for the program. This may include participating in work groups and promoting One Minneapolis activities.

XIII. PROPOSAL FORMAT: The Contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – "EVALUATION OF PROPOSALS".

Please answer each question specifically and separately. Do not exceed 1,000 words total for this portion. Please include the cover sheet with your application, and the required attachments.

PROJECT INFORMATION (NO MORE THAN 500 WORDS):

A. Please answer the following questions:

1. What is the extent of this project's involvement with the community served?
2. Are collaborations and partnerships with other entities and groups an essential part of this project? (These entities can include other communities, neighborhood organizations, or City departments.) If yes, please explain the extent of this collaboration.
3. How will this project advance equity and inclusion in the city?
4. Please clearly identify and state the goals measurable outcomes of this project.
5. Does this organization have the capacity to manage and implement this project from start to finish? Please explain the continuous course of implementation.
6. How will the work and outcome of this project be sustained after the term of the project?

7. What previous experience does the organization have with community engagement and leadership development work?
8. Include a detailed budget for your project, if possible broken down by goal/outcome.
9. How will this project increase public engagement levels in the targeted audience?
10. How will this project increase leadership development within the targeted audience?

Group A

11. How will this project increase involvement of diverse residents in city leadership groups, such as boards and commission and/or neighborhood organizations? Include as much detail as possible.

Group B

12. Why is this project needed and what issue(s) will it address?
13. Who and how many are the targeted audience of this project?
14. How will the project involve community members in addressing the issue(s).

- B. Please include a detailed project schedule with work plan.

ORGANIZATION INFORMATION (NO MORE THAN 500 WORDS):

- A. Brief summary of organization history, mission and goals.
- B. Contact person for application.
- C. Answer these questions:
 1. How does the organizational leadership, both paid and volunteer, represent the communities you work with – be specific?
 2. How the organization is connected to the communities it serves?
 3. What previous experiences does the organization have with community engagement and leadership development work and how will it support this project?
 4. Does the organization have the capacity to manage this project? Explain.
 5. How is the organization (not just this project) actively working to build an inclusive Minneapolis?

Attachments Required:

- A. Finances
 1. Most recent financial statement with a balance sheet
 2. Organization budget for current year, including income and expenses. Clearly mark the funding received from government entities.
 3. Most recent 990 tax form or audit
 4. Project Budget, including income and expenses
 5. Annual report (if available)
- B. List of board members and their affiliations.
- C. Brief description of key staff, including qualifications relevant to the specific request. (no more than 2 pages)
- D. A current copy of the IRS determination letter (or fiscal agent's letter) to indicate a tax-exempt 501(c)(3) status.

XIV. SUPPORT FOR PROPSOAL PREPARATION: If your organization would like to apply for the One Minneapolis Fund and needs support in preparing your proposal, please contact Cheyenne Brodeen in the NCR Department. Cheyenne.Brodeen@minneapolismn.gov.

If you would like assistance with this application or process in another language, please contact the City of Minneapolis Neighborhood Community Relations Department at the following numbers:

- Spanish Line: (612) 673-2700
- Somali Line: (612) 673-3500

- Hmong Line: (612) 673-2800
- American Sign Language Line: (612) 673-3220
- TTY Line: (612) 673-2157

XV. EVALUATION OF PROPOSALS – SELECTION OF CONTRACTOR Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Neighborhood and Community Relations and members of the Neighborhood and Community Engagement Commission (NCEC).

The NCEC will recommend proposals to be funded to the Minneapolis City Council, which will make final decisions. To learn more information about the NCEC, please visit:

<http://www.minneapolismn.gov/ncr/boards/ncec/index.htm>.

The following general criteria will be used to evaluate proposals:

- Goals and outcomes of the project are clear and in line with the fund goals.
- Previous experience in managing projects that address leadership development and community engagement.
- The organization is meaningfully connected to the communities it serves in this project.
- The organization is actively working toward building an inclusive Minneapolis.
- Organizational and management capacity of the proposer to successfully complete the project.
- Project outcomes will be sustainable after funding is complete.
- Budget fits goals and outcomes.

While it is not a requirement of the fund, the selection process will also favor projects that are based on collaborations or connections between community or cultural organizations and other organizations (possibly neighborhood organizations, civic groups, etc.)

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

RFP Release	March 6, 2017
Pre-Proposal Conference	March 23, 2017
Questions on RFP Due by	April 10, 2017
Responses to Questions posted by	April 17, 2017
Proposals due by	4:00 PM on May 1, 2017
Estimated Contractor selection	June 16, 2017
Estimated services start date	July 2017
Estimated services end date	July 2018

XVII. CONTRACT: The contracting parties will be the City of Minneapolis and the Contractor 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 of 6 to 24 months with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional years.

XVIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Contractor'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: Cheyenne Brodeen, Neighborhood and Community Relations Department
 105 5th Avenue South, Room 425
 Minneapolis, MN 55401
 Cheyenne.Brodeen@minneapolismn.gov

All questions are due no later than **4:00p.m. (Minneapolis Time), April 10, 2017** Responses to the Questions will be posted by **April 17, 2017** 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.

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

XX. 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 - RFP Terms & Conditions

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 \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$100,000 each occurrence fire damage. 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 \$1,000,000 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.

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.

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 Contractor. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

The One Minneapolis Fund is designed to support diverse leadership development and community engagement in the City of Minneapolis. Proposals are requested to do this work in one of two ways:

Group A Funding

Community or Cultural organizations should submit proposals for projects that develop and prepare leaders to serve on City boards and commissions and on one of Minneapolis' 70 neighborhood organization boards.

Organizations that serve communities of color and renters are highly encouraged to apply for this funding group.

Group A proposals may request a maximum of \$15,000. Organizations may submit one proposal. Multiple organizations will be selected for this funding group.

Group B Funding

Community or Cultural organizations should submit proposals for projects that that connect diverse residents to the City and engage communities, beyond neighborhood borders, in specific targeted audiences. These programs may be either established and on-going programs or new programs.

Group B proposals may request a maximum of \$25,000. Organizations may submit one proposal. Multiple organizations will be selected for this funding group.

Preferred (but not limited to) target audiences:

Youth (ages 18-24)

Renters

Low-income

Southeast Asian

Latino

American Indian

African American

Note: The preferred target audiences listed are based on the results of the 2016 Appointed Boards and Commissions Diversity Survey and the 2016 Neighborhood Board Diversity Survey. These surveys can be found on NCR's website: www.minneapolismn.gov/ncr.

ATTACHMENT C - FUNDING APPLICATION

Date of application: _____

Organization Information

<i>Name of organization</i>	<i>Legal name, if different</i>		
<i>Address</i>	<i>City, State, Zip</i>	<i>Employer Identification Number (EIN)</i>	
<i>Phone</i>	<i>Fax</i>	<i>Web site</i>	
<i>Name of top paid staff</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
<i>Name of contact person regarding this application</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>

Is your organization an IRS 501(c)(3) not-for-profit? _____ Yes _____ No
 If no, is your organization a public agency/unit of government? _____ Yes _____ No

If no, you must secure a fiscal agent. List name and address of fiscal agent:

 _____ *Fiscal agent's EIN number*

Proposal Information

This is a request for (check one) Group A Group B
 Please give a 2-3 sentence summary of request:

Population served: _____ Geographic area served: _____
 Project dates (if applicable): _____ Fiscal year end: _____

Budget

Dollar amount requested:	\$ _____
Total annual organization budget:	\$ _____
Percent of annual budget received from government source	\$ _____
Total project budget (for support other than general operating):	\$ _____

Authorization

Name and title of top paid staff or board chair: _____
Signature _____

Proposal Narrative

Please answer each question specifically and separately. Do not exceed 1,000 words total for this portion. Please include the cover sheet with your application, and the required attachments.

I. PROJECT INFORMATION (NO MORE THAN 500 WORDS)

A. Please answer the following questions:

1. What is the extent of this project's involvement with the community served?
2. Are collaborations and partnerships with other entities and groups an essential part of this project? (These entities can include other communities, neighborhood organizations, or City departments.) If yes, please explain the extent of this collaboration.
3. How will this project advance equity and inclusion in the city?
4. Please clearly identify and state the goals measurable outcomes of this project.
5. Does this organization have the capacity to manage and implement this project from start to finish? Please explain the continuous course of implementation.
6. How will the work and outcome of this project be sustained after the term of the grant?
7. What previous experience does the organization have with community engagement and leadership development work?
8. Include a detailed budget for your project, if possible broken down by goal/outcome.
9. How will this project increase public engagement levels in the targeted audience?
10. How will this project increase leadership development within the targeted audience?

Group A

11. How will this project increase involvement of diverse residents in city leadership groups, such as boards and commission and/or neighborhood organizations? Include as much detail as possible.

Group B

12. Why is this project needed and what issue(s) will it address?
13. Who and how many are the targeted audience of this project?
14. How will the project involve community members in addressing the issue(s).

C. Please include a detailed project schedule with work plan.

II. ORGANIZATION INFORMATION (NO MORE THAN 500 WORDS)

D. Brief summary of organization history, mission and goals.

E. Contact person for application.

F. Answer these questions:

1. How does the organizational leadership, both paid and volunteer, represent the communities you work with – be specific?
2. How the organization is connected to the communities it serves?
3. What previous experiences does the organization have with community engagement and leadership development work and how will it support this project?
4. Does the organization have the capacity to manage this project? Explain.
5. How is the organization (not just this project) actively working to build an inclusive Minneapolis?

Attachments

Attachments Required:

E. Finances

- Most recent financial statement with a balance sheet
- Organization budget for current year, including income and expenses. Clearly mark the funding received from government entities.
- Most recent 990 tax form or audit
- Project Budget, including income and expenses
- Annual report (if available)

A. List of board members and their affiliations.

B. Brief description of key staff, including qualifications relevant to the specific request. (no more than 2 pages)

C. A current copy of the IRS determination letter (or fiscal agent's letter) to indicate a tax-exempt 501(c)(3) status.

PROJECT BUDGET

This format is optional and may be used to submit your project budget. If you already prepare project budgets that contain this information, please feel free to submit them in their original forms. Feel free to attach a budget narrative explaining your numbers if necessary.

INCOME

<u>Source</u>	<u>Amount</u>
<i>Support</i>	
Government grants	\$
Foundations	\$
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$
In-kind support	\$
Investment income	\$
<i>Revenue</i>	
Government contracts	\$
Earned income	\$
Other (specify)	\$
	\$
Total Income	\$

EXPENSES

<u>Item</u>	<u>Amount</u>	<u>%FT/PT</u>
Salaries and wages (breakdown by individual position and indicate full- or part-time.)	\$	
	\$	
	\$	
SUBTOTAL	\$	
Insurance, benefits and other related taxes	\$	
Consultants and professional fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and copying	\$	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Indirect (up to 10%)	\$	
Other (specify)	\$	
	\$	
Total Expense	\$	
Difference (Income less Expense)	\$	