

Request for Proposals



City of Minneapolis
Neighborhood Safety Department

**REQUEST FOR PROPOSALS
ELIGIBLE PROVIDERS LIST
FOR VIOLENCE PREVENTION SERVICES**

RFP 2025-32 / Event #0000003544 Issue Date: April 14, 2025

Proposals Due by: May 5, 2025, at 12:00 PM (Minneapolis Time)

RFP General Information Page

I.	Invitation.....	3
II.	Eligibility.....	3
III.	Pre-proposal conference call.....	3
IV.	Proposal Submission Instructions.....	3
V.	Proposal Format Application Instructions	4
	a. Responder Declarations	4
	b. Cover Sheet.....	4
	c. Project Narrative Questions.....	4
	d. Risk Assessment.....	4
VI.	Proposal Review Process.....	4
VII.	Schedule.....	7
VIII.	Contract.....	7
IX.	Department Contact/Request for Clarification.....	7
X.	Rejection of Proposals	7
XI.	Addenda to the RFP.....	8
XII.	Data Practices	8
Attachment A - Scope of Services.....		9
Attachment B - Responder Declarations.....		12
Attachment C - Proposal Cover Sheet		14
Attachment D - Project Narrative Questions		15
Attachment E - Financial Risk Assessment Form.....		17
Attachment F - Terms and Conditions for RFP.....		19
Attachment G - Special Conditions for Federal and State Grant Funded Contracts.....		25
Attachment H - Master Contract Scope Template.....		31

Request For Proposals for Violence Prevention Service Providers



- I. INVITATION:** It is the intention of the Neighborhood Safety Department (NSD) to establish a pool of providers to provide professional services related to violence prevention. Through this Request for Proposals (RFP), NSD seeks to identify qualified Responders (“Responders”) and establish a contract to provide a range of services to reduce violence and enhance community safety. The master contract will allow NSD to engage selected Responders on an as-needed basis to provide violence prevention services. Each responding organization or consortium will be eligible to receive multiple work orders during the term of the agreement. The issuance of work orders will be determined by NSD at its sole discretion, based on the needs of NSD, and the master contract amount is not a guarantee of funding.


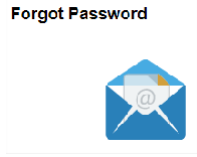

- II. ELIGIBILITY:** Eligible Responders are non-profit organizations, neighborhood organizations, cultural organizations, places of worship/faith organizations, and other entities registered to do business in the State of Minnesota. Government entities are not eligible. Responders must have a history of serving people in Minneapolis for at least one (1) year and must not be listed on the Federal or State of Minnesota Debarment List. The Responding Organization’s Leadership personnel must not have any felony convictions for committing financial fraud or similar crimes.

- III. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal virtual meeting will be held on **Thursday April 17, 2025, 1:00PM** for potential Responders. To access the meeting, [you can use this link](#). You can also call into the meeting (audio only) at 612-276-6670, 579272762#, conference ID number: 219 607 888 595# We encourage you to join a few minutes early to ensure you’re connected on time. While participation in the virtual meeting is not required, it is encouraged for all Responders considering responding to this RFP as it will be the only opportunity to ask questions directly of staff.

- IV. PROPOSAL SUBMISSION INSTRUCTIONS:** All proposals must be submitted electronically through the eSupplier Portal. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the "Forgot Password" tile to enter your User ID and a new password will be emailed to you. If you are not already a city supplier, click on the eSupplier link below and then click on the "Bidder Registration" tile to register. If you need further assistance with eSupplier, please send an email to eprocurement@minneapolismn.gov

- **Submit All Documents as ONE PDF to the E-supplier System as outlined in Section V.**
- **Late Proposals or proposals submitted via email/mail Will Not Be Accepted.**

<p>1. To access the eSupplier Portal, visit https://www.minneapolismn.gov/business-services/doing-business-with-the-city/get-started/ and click or tap on the “Go to eSupplier” link:</p>	
<p>2. If you are not already a city supplier, you will need to first register as a bidder. You can do this by following the “Use the Portal” link described above and then clicking on the “Bidder/Payee Registration” tile to register:</p>	<p style="text-align: center;">Bidder/Payee Registration</p>  <p style="text-align: center;">View Registration Options.</p>

3. Click Register Now	
4. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the “Forgot Password” tile to enter your User ID and a new password will be emailed to you.	
5. If you need help with registering to use the eSupplier portal, you can find written instructions in the eSupplier Bidder and Payee Registration Guide at https://www.minneapolismn.gov/business-services/doing-business-with-the-city/eSupplier-instructions/	
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> • EMAIL (subject line: eSupplier help) - eProcurement@minneapolismn.gov • PHONE: 612-673-2311 	

V. PROPOSAL FORMAT/APPLICATION INSTRUCTIONS:

A. Responder Declarations: Complete and sign Attachment B: Responder Declaration. Failure to complete and attach the required form will result in disqualification from consideration for the contract.

B. Cover Sheet: Complete Attachment C: Proposal Cover Sheet, including contact information.

C. Project Narrative: Responses to the project narrative Attachment D: Project Narrative Questions should be typed and no more than five (5) pages. The proposal cover sheet, Responder declaration and Financial Risk Assessment will **not** be counted toward the page limit. **Information included in your project narrative responses beyond the maximum five (5) page limit will not be considered during evaluations.**

D. Financial Risk Assessment: Complete and sign Attachment E: Financial Risk Assessment.

VI. PROPOSAL REVIEW PROCESS

The City will conduct an evaluation of responses to this RFP in three phases:

Phase 1 - Review proposals for eligibility

Phase 2 - Evaluate responses

Phase 3 - Select finalist(s)

Phase 1 - Eligibility

The purpose of this phase is to determine if each response complies with mandatory requirements. The City will first review each proposal for responsiveness to determine if the Responder satisfies the mandatory eligibility requirements:

1. Non-profit organizations, neighborhood organizations, cultural organizations, places of worship/faith

organizations, and other applicants registered to do business in the State of Minnesota. Government entities are not eligible to apply.

2. Have a history of serving people in Minneapolis for a minimum of one (1) year
3. Not listed on the Federal or Minnesota State Debarment List
4. Organization's leadership personnel must not have any felony convictions for committing financial fraud or similar crimes.

Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2. Proposals will be reviewed by an evaluation team made up of City of Minneapolis staff and external reviewers. The factors and weighting on which responses will be evaluated are:

- | | |
|--|------------------|
| 1. Program Overview | 30 points |
| 2. Asset Based Community Development | 20 points |
| 3. Staff Qualifications and Management | 10 points |
| 4. Program Efficacy | 20 points |
| 5. Financial Management and Reporting | 10 points |
| 6. Financial Risk Assessment Form | <u>10 points</u> |
| | 100 points |

Program Overview (30 points)

1. Responder must clearly outline their organization's mission and vision, demonstrating how these align with the proposed program. The Responder should also detail relevant experience, highlighting past successes in delivering similar programs.
2. Responder must demonstrate a comprehensive understanding of the needs of affected communities and provide clear strategies for engagement. Responses should show how the organization fosters trust, such as through transparency, collaboration, or culturally appropriate methods.
3. Responder must describe how they incorporate evidence-based practices and community-led strategies, supported by specific examples. The response should illustrate the practical application of these approaches and their expected outcomes in reducing violence.
4. Responder must provide specific details about the neighborhoods or geographic areas served, avoiding vague terms. The response should clearly identify the areas targeted by the program, showing an understanding of the local context.
5. Responder must describe how their program is tailored to the specific cultural needs of the community. Responses should include strategies for making services accessible to diverse populations, ensuring inclusivity

Asset-Based Community Development (ABCD) (20 points)

1. Responder must explain their process for identifying and mapping community resources, detailing how these assets contribute to local violence prevention efforts. The response should showcase experience with community engagement and asset mapping.
2. Responder must outline specific strategies that actively involve marginalized groups in developing violence prevention programs. Responses should show a commitment to inclusive engagement and empowerment of these groups.
3. Responder must describe how they collaborate with schools, businesses, and community organizations, providing examples of successful partnerships that contribute to asset-based community development and violence prevention.
4. Responder must provide concrete examples where asset-based community development strategies have directly led to reduced violence or improved safety. These examples should highlight the effectiveness of leveraging community assets.
5. Responder must explain how they ensure ongoing responsiveness to community needs, demonstrating the flexibility and adaptability of their services in a changing environment.

Staff Qualifications and Management (10 points)

1. Responder must clearly define the qualifications, experience, and certifications needed for staff, ensuring they are well-equipped to effectively deliver the proposed program.
2. Responder must outline the ongoing training and professional development opportunities provided to staff, ensuring they have access to continuous learning and improvement.

3. Responder must explain how their organization supervises and supports staff involved in high-risk interventions, mentorship, or community outreach, ensuring effective management and support for these staff roles.
4. Responder must describe the measures in place to ensure ethical standards are maintained when working with vulnerable populations and how conflicts of interest among staff are managed.
5. Responder must demonstrate its ability to hire staff who possess a strong understanding of and sensitivity to the cultural needs of the community they will be serving.

Program Efficacy (20 points)

1. Responder must identify clear data or metrics used to assess the success and impact of their violence prevention and community engagement programs, showing how outcomes are measured.
2. Responder must explain how they assess community needs and tailor their programs to address specific local challenges related to violence and community safety.
3. Responder must provide a clear, specific example demonstrating how they have successfully reduced risk factors for violence and improved community safety.
4. Responder must describe how they ensure continuous improvement and adaptation of their programs based on feedback from participants or community members.
5. Responder must outline the specific results they aim to achieve through their violence prevention initiatives and describe how they will track progress toward these goals.

Financial Management and Reporting (10 points)

1. Responder must describe their financial system's capability to track program-related income and expenses separately from other agency finances. If it cannot, the Responder must explain why and provide an alternative method for tracking.
2. Responder must demonstrate how they manage cash flow to cover expenses until payment is received and detail strategies for handling fluctuations.
3. Responder must explain the internal control processes that require approval before funds are expended, ensuring accountability and proper authorization.
4. Responder must provide a clear overview of their written policies and procedures related to accounting, purchasing, and payroll, demonstrating sound financial management practices.
5. Responder must provide the date of the last audit, the auditor's name, and the audit results, including any significant findings. If no audit has been conducted, they must clearly state this and provide an explanation.

Financial Risk Assessment Form

1. Completed Financial Risk Assessment Form.

Financial Risk will be evaluated by the following Evaluation Formula: $\text{Score for Financial Management and Risk} = (\text{Lowest Score} / \text{Responder Score}) \times \text{Maximum Points}$

- Lowest Risk Score: The lowest score based on all fully completed forms.
- Responder Score: The score submitted by the Responder being evaluated.
- Maximum Risk Points: The total number of points allocated for cost evaluation (in this case, 10 points)
- Responder with the Lowest Risk Score will receive the full 10 points.
- Responders with Higher Risk Scores will receive points proportionally based on how their scores compare to the lowest score.

Phase 3 - Selection(s)

Only those responses that have been evaluated under Phase 2 are eligible for Phase 3. The City will make its selection based on best value, as determined by this evaluation process. The staff recommendation for proposals that represent the best value to the City will be submitted to the City Council for approval to enter contracts. Evaluation rating or an initial recommendation to be selected to provide services does not necessarily guarantee a contract.

Rights Reserved

The City reserves the right to:

- a. Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- b. Pursue negotiations on any exception taken to the City's standard terms and conditions;

- c. Reject any and all responses received;
- d. Negotiate with the highest scoring Responder[s];
- e. Negotiate with more than one Responder;
- f. Terminate negotiations and select the next response providing the best value for the City;
- g. Consider documented past performance resulting from a City contract;
- h. Short list the highest scoring Responders;
- i. Require Responders to conduct presentations, demonstrations, or submit samples;
- j. Interview key personnel or references;
- k. Request a best and final offer from one or more Responders;
- l. Request additional information;
- m. Use estimated usage or scenarios for the purpose of conducting pricing evaluations;
- n. Modify scenarios and request or add additional scenarios for the evaluation.

Requirements Prior to Contract Execution

Prior to contract execution, the selected Responder must comply with all submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance as outlined in Attachment G: Terms and Conditions for RFP.

VII. SCHEDULE: The following is a listing of key proposal and project milestones:

RFP release	Monday, April 14, 2025
Pre-Proposal Call	1:00 p.m. on April 17, 2025
Questions on RFP due by	4:00 p.m. on Monday April 21, 2025
Responses to questions posted by	2:00 p.m. on Thursday, April 24, 2025
Proposals due by	12:00 p.m. on Monday, May 5, 2025
Estimated selected date	July 1, 2025
Estimated services start date	July 14, 2025
Estimated services end date	July 13, 2028

VIII. CONTRACT: The contracting parties will be the City of Minneapolis and the Responder(s) selected to provide the services as described herein. The RFP including any addenda, and the relevant portions of the selected proposal(s) and any counter proposal(s) will be incorporated into a formal agreement(s) after negotiations. The City intends to award multiple contracts for a term of three (3) years, with no extension options.

IX. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Responder'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 via email to:

Neighborhood Safety Department: violenceprevention@minneapolismn.gov
 Subject Line: 2025 Violence Prevention Master RFP Question(s)

The City reserves the right not to respond to questions or to rephrase questions. Any responses to the questions will be posted to the current event in the eSupplier Portal – Contracting Opportunities, via an addendum.

X. REJECTION OF PROPOSALS: The City does not promise to accept the lowest cost proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Responder, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any Responder, or to proceed to do the work otherwise. Incomplete proposals and proposals not sufficiently detailed or not in acceptable form will be rejected by the City.

The City reserves the right to ask a Responder to provide clarification or additional information about its proposal.

- XI. ADDENDA TO THE RFP/SUPPLEMENTAL INFORMATION:** If any addendum is issued for the RFP, it will be posted as an attachment to the RFP package in the eSupplier portal. The City reserves the right to cancel or amend the RFP at any time.
- XII. DATA PRACTICES:** Data you provide in response to this RFP will be subject to the Minnesota Government Data Practices Act and may be available to the public. Minn. Stat. 13.591 classifies Business Data and subdivision 3 specifically addresses data submitted in response to an RFP. If you are submitting specific data which you believe meets the definition of trade secret data as defined in Minn. Stat. 13.37, please indicate this on the documents containing the data. The City may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. 13.37, subdivision 1(b).

Attachment A: Scope of Services

A. Background

The City seeks community-led strategies that address multiple forms of violence through a variety of approaches. Services are grounded in the understanding that a comprehensive, citywide approach to violence prevention must incorporate strategies that leverage the knowledge and experiences of community-based practitioners.

B. Purpose of this RFP

The purpose of this RFP is to identify Responders that are qualified to provide violence prevention services on an as-needed basis. The master contract will consist of community-based organizations or consortiums capable of providing services in the areas of expertise outlined in Section C 'Services'. **While the master contract establishes the framework for engaging selected Responders, it does not guarantee work or a set total compensation.** Work assignments and associated compensation will be issued through individual work orders, which will be determined at the sole discretion of NSD based on its needs and available resources. Selected community-based organizations or consortiums may receive none, one, or multiple work orders throughout the contract term, with the scope and frequency of these orders determined solely by NSD's needs.

C. Services:

Responders are eligible to apply to provide services under one (1) category, provided they meet the specific requirements.

Category	Category A: Hospital-Based Violence Intervention	Category B: Supportive Services for Youths and Families	Category C: Street Engagement, Community Justice Partnership, and Community Norm Change	Category D: Environmental Design and Safety Enhancements
Overview	Hospital-based violence intervention programs to reduce revictimization, substance use, and legal justice system involvement. These programs typically offer crisis intervention, case management, and referrals to community services, with a focus on long-term positive outcomes.	Programs supporting youth and families impacted by violence, promoting healthy family relationships, and connecting youth to positive role models, mentorship, and activities. Early intervention programs	Street outreach efforts train trusted staff to build relationships with high-risk individuals, mediate conflicts, and connect people to community resources. Community-justice partnerships involve collaboration between community members, organizations, and law enforcement to provide services and support to individuals at risk of violence, combining focused deterrence with social norm change, community norm change initiatives to shift perceptions of violence through public campaigns and events.	Creating protective environments by modifying the physical and social community environment to reduce harmful conditions and support healthy development. This includes transforming underutilized spaces and addressing harmful community conditions to foster safety and pride.
Examples of Activities	<ul style="list-style-type: none"> • Behavior Management Programs • Substance Abuse Treatment and Counseling • Hospital-Based Crisis Intervention and Case Management • Adult Deflection Services 	<ul style="list-style-type: none"> • Youth Deflection Services • Financial Literacy Programs • Two-Generation Family Approach • Self-Sufficiency • Early Childhood Programs 	<ul style="list-style-type: none"> • Violence Prevention Workshops • Outreach to At-Risk Individuals • Mediation Services • Public Gatherings and Engagement Activities • Creating Safe Spaces for Youth • Facilitating Conversations Between Law Enforcement and Community • Law Enforcement Assisted Diversion 	<ul style="list-style-type: none"> • Community Green Space Projects • Neighborhood Beautification and Cleanup • Community Watch Programs

		<ul style="list-style-type: none"> • Family Support Services • Fatherhood and Re-entry Program Investments • Family Stabilization and Reunification • Youth Skills Training • Youth-led Programming and Leadership Development 	<ul style="list-style-type: none"> • Programs • Re-entry Services • Diversion Programs • Community Mobilization and Educational Campaigns • Community Dispute Resolution Centers 	<ul style="list-style-type: none"> • Providing safety around schools and in nearby neighborhoods
Potential Outcomes	<ul style="list-style-type: none"> • Reduction in revictimization rates • Reduced re-entry into the legal justice system • Improved long-term outcomes for participants • Increased participant satisfaction with services • Positive behavior changes, including reduced violence 	<ul style="list-style-type: none"> • Increased family stability and healthier relationships • Improved youth academic performance and engagement • Reduced truancy, curfew violations, and low-level offenses • Improved employment and economic stability for youth and families • Positive youth development and leadership outcomes • Decreased recidivism rates among youth 	<ul style="list-style-type: none"> • Increased engagement with at-risk individuals • Decreased violent conflict and crimes in high-risk areas • Improved relationships between youth, community, and law enforcement • Positive shifts in community perceptions of safety and violence • Increased participation in community-driven peace efforts • Reduced involvement in violent activity 	<ul style="list-style-type: none"> • Improved community safety through neighborhood revitalization • Increased community ownership and pride • Reduction in crime and violence in beautified areas • Increased youth safety during school commute • Fewer violent incidents in schools and communities • Greater community involvement in community safety initiatives

D. Anticipated Project Budgets and Award

The City reserves the right to negotiate with Responders selected for contracts resulting from this RFP. These negotiations may address contract budgets, lengths based on needs, and proposed expenditures prior to the project start date. The City retains the authority to reject specific line items and request any additional information necessary for negotiations. If negotiations are unsuccessful, the City reserves the right to rescind the award. Detailed budget discussions will occur with selected Responders during these negotiations, and actual award amounts will be determined at that time.

NOTE: A Notification of Intent to Award Letter does not create a contractual obligation on behalf of the City nor authorize the commencement of work. This Request for Proposal establishes a multi-year list of pre-approved providers eligible for a contract with the Neighborhood Safety Department. Inclusion on this list does not guarantee any work or funding, and any awarded contract will remain at zero dollars until a specific work order is issued. Being on the list does not obligate the NSD to provide funding, nor does it guarantee any future opportunities. Responders are advised to carefully review the RFP and understand that submitting a proposal does not ensure receipt of work or funding under the Master Contract.

E. Contract Expectations Upon Issuance of A Work Order

1. Contractors will provide services in alignment with the specific scopes of work outlined in individual work orders issued by the Neighborhood Safety Department (NSD). These scopes will be defined based on the program's needs and may vary in size, duration, and deliverables.
2. Contractors are required to meet all deadlines and milestones specified in each work order. All services should be provided promptly, professionally, and in accordance with established industry standards and best practices.
3. Contractors are expected to deliver high-quality services that demonstrate measurable impact, ensuring outcomes align with the objectives and goals of the contract.
4. Contractors must comply with all relevant local, state, and federal laws and regulations, as well as any specific guidelines set forth by the NSD.
5. Contractors must collaborate effectively with the NSD, community stakeholders, and other project partners. Regular communication and progress reporting will be necessary to ensure alignment with NSD's goals and objectives.
6. Contractors are responsible for managing project budgets efficiently, providing regular financial reports, and ensuring all expenses remain within the scope of the approved work order.
7. Given the dynamic nature of community-based violence prevention efforts, contractors selected to be part of the master contract must be willing to participate in mini solicitations for specific service needs as they arise.
8. Contractors must maintain the confidentiality of all sensitive information and adhere to data protection policies to safeguard participant information.
9. Contractors are required to track and report on performance metrics as outlined in the individual work orders. This includes reporting on outputs, outcomes, and any other relevant data to demonstrate effectiveness.
10. Contractors will provide regular updates to the NSD, including progress reports, financial reports, and any issues or challenges encountered during service implementation. All reports must be submitted in the format specified by the NSD.
11. By entering into a master services agreement, contractors acknowledge and accept their responsibility to meet these expectations and commit to delivering services that support the vision and mission of the Neighborhood Safety Department.

Attachment B: Responder Declarations

The undersigned certifies, to the best of their knowledge and belief, that:

A. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

B. **Eligibility.** The undersigned certifies, to the best of their knowledge and belief that:

1. The Responder is a non-profit organization, neighborhood organization, cultural organization or place of worship/faith organization or other entities registered to do business in the State of Minnesota. ;
2. The Responder has a history of serving people in Minneapolis for at least one (1) year
3. The Responder is not listed on the Federal or State of Minnesota Debarment List.

The responding organization's leadership personnel do not have any felony convictions for committing financial fraud or similar crimes.

C. **Proposal Response.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.

D. **Time Allocation and Award.** If awarded a contract under this RFP, the Responder certifies that the time, resources, and funds allocated in the proposal will be dedicated exclusively to the activities outlined in the proposal and will not be used for or overlap with any other programs, projects, or funding sources. The Responder agrees that any funds received under this contract will be exclusively applied to the agreed-upon scope of work and will not be utilized for any other purpose or project.

E. **Legal Assessment.** The undersigned certifies that, within the last seven (7) years:

1. The Responder has not had any lawsuit(s) filed against it, including but not limited to lawsuits related to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) issues, or contractor disputes over payment. If any such lawsuit(s) have been filed, details of the lawsuits, including the nature and status of the proceedings, have been disclosed.
2. The Responder attests that it has not filed for bankruptcy.
3. The Responder does not have any violations of Federal or State criminal law involving fraud, bribery, or gratuity violations that could potentially affect the award. If any such violations exist, they have been disclosed, including details of the nature and status of these violations.

F. **Non-Collusion Certification.**

1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

G. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational

conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

1. a vendor is unable or potentially unable to render impartial assistance or advice to the City;
2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the City which must include a description of the action which the contractor has taken or proposes to take to

avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to City, the City may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Responder Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

Attachment C: Proposal Cover Sheet Violence Prevention Service Providers

1. Name of Responder:
2. Responder Address:
3. Responder Telephone Number:
4. Contact Person Name:
5. Contact Person Title:
6. Contact Person Telephone Number:
7. Contact Person Email address:
8. Agency UEI Number
(see <https://sam.gov/content/duns-uei> for more information and to obtain your UEI):
9. Agency Federal Identification Number:

Category Applying For (A, B, C or D) Responders are only permitted to respond to one category. If a responder selects multiple categories, their submission will not be considered for any of the categories and will be marked as unresponsive.

- ☐ Category A – Hospital Based Violence Intervention
- ☐ Category B – Supportive Services for Youths and Families
- ☐ Category C - Street Engagement, Community Justice Partnership, and Community Norm Change
- ☐ Category D – Environmental Design and Safety Enhancements

Submission Checklist (Please submit all documents as ONE PDF in e-supplier)

- ☐ Responder Declarations: Completed Attachment B
- ☐ Cover Sheet: Completed Attachment C
- ☐ Project Narrative Questions: Completed Attachment D (no more than five (5) pages)
- ☐ Financial Risk Assessment: Completed Attachment E

NOTE: If there are additional staff members who should receive award notifications or any relevant communications during the RFP process, please include their names and contact information on your cover sheet. The City is not responsible for any delays in notifications or communications caused by incorrect or missing information.

Attachment D: Project Narrative Questions

The Proposal Cover Sheet, Responder declaration and Financial Risk Assessment form will **not** be counted toward the page limit. **Information included in your project narrative responses beyond the maximum five (5) page limit will not be considered during evaluations.**

Program Overview (30 points)

1. Provide an overview of your organization's mission, vision, and experience in delivering your proposed program.
2. Describe how your organization's approach address the needs of individuals and communities affected by violence, and the strategies you employ to foster engagement and build trust.
3. Describe how your organization integrates evidence-based practices and community led strategies into your program to achieve lasting change and reduce violence. Provide 2-3 brief examples.
4. Specify the particular neighborhood(s) and or geographic area(s) that the proposed program will serve.
5. Identify your target population and describe how your organization ensures that its services are culturally relevant and accessible to the community within the neighborhood or geographic area proposed.

Asset-Based Community Development (20 points)

1. Describe your organization's experience identifying and mapping community resources and assets that support your local violence prevention initiative?
2. Describe the strategies your organization use to ensure active participation from community members, particularly marginalized groups, in the development of your violence prevention and intervention strategies?
3. Describe how your organization builds and sustains partnerships with local schools, businesses, and community organizations to strengthen asset-based community development efforts.
4. Provide 2-3 examples of how your organization has successfully utilized asset-based community development strategies to reduce violence or improve community safety.
5. Explain how your organization ensures that the services and resources identified through asset-based community development are responsive to the evolving needs of the community you intend to serve.

NOTE: Asset-Based Community Development (ABCD) is a methodology that focuses on identifying and leveraging the existing strengths and resources within a community to drive sustainable development. Developed by John L. McKnight and John P. Kretzmann Link to more information <https://abcdinstitute.org/>

Staff Qualifications and Management (10 points)

1. Provide a detailed description of the qualifications, experience, and certifications required for staff members working within your program.
2. What ongoing training and professional development opportunities does your organization offer to staff?
3. Explain how your organization supervises and supports staff involved in high-risk interventions, mentorship, or community outreach.
4. Describe the measures in place to ensure ethical standards are maintained when working with vulnerable populations, and how conflicts of interest among staff are addressed
5. How does your organization ensure that staff are hired with a strong understanding of and sensitivity to the cultural needs of the community they will be serving?

Program Efficacy (20 points)

1. What data or metrics does your organization use to measure the success and impact of the proposed violence prevention and community engagement program?
2. How does your organization assess community needs and tailor the program to address specific local challenges related to violence and community safety?
3. Provide an example of how your organization has effectively reduced risk factors for violence and enhanced community safety
4. How does your organization ensure continuous improvement and adaptation of the proposed program based on feedback from participants or community members?
5. Describe the specific results your organization plans to achieve through this violence prevention initiative, and how do you track progress toward these outcomes.

Financial Management and Reporting (10 points)

1. Describe your financial system. Can it identify and track program-related income and expenses separately from other agency finances (e.g., through cost codes)? If not, please explain.
2. How do you manage cash flow to cover expenses until payment is received, and what strategies do you use to handle fluctuations?
3. What internal controls are in place to require approval before funds are expended?
4. Provide an overview of your written policies and procedures for managing accounting, purchasing, and payroll.
5. Identify the last time your financial records were audited, who conducted the audit, and the results of that audit, including any significant findings or issues related to financial management. If your financial records have not been audited, please note that.

Attachment E: Financial Risk Assessment

These questions are intended to collect information about the capacity and ability of the Responder to manage federal and/or City funds. Responders are advised to make sure that the person(s) completing these questions are those responsible for and knowledgeable about the Fiscal Agent's financial management functions. Scores from this section will determine if the entity's level of risk to manage Federal and/or City funds is high, medium, or low, and these scores will be utilized in determining potential contracts as outlined in Section VI. Proposal Review Process. Responders must clearly indicate their selection for each question by circling or highlighting the appropriate option provided. Do not leave selections blank.

1. Is your entity on the Federal or State Debarment List? (If yes, no need to complete the rest of this form.)				Yes	No
				25	
2. Is your entity in good standing on the Minnesota Secretary of State registration?				Yes	No
				0	5
3. Has your entity been suspended or debarred from receiving state, local or federal grants or contracts?				Yes	No
				5	0
4. Has your entity ever had a government contract, project, or agreement terminated?				Yes	No
				5	0
5. Does your entity use a commercial/licensed financial software system/Fiscal Contact?				Yes	No
				0	5
6. Does your entity have internal controls requiring approval before funds are expended, and written policies and procedures for accounting, purchasing, and payroll?				Yes	No
				0	5
7. How many years has your entity been in existence?	<2 years	2-5 years	6-10 years	11-14 years	15 years or more
	4	3	2	0	0
8. Does your entity have experience managing other federal, state and or local funds?	<1 year	2-4 years	5-7 years	8-10 years	More than 10 years
	4	3	2	1	0
9. Does your entity have experience administering services to a comparable group?	<1 year	2-4 years	5-7 years	8-10 years	More than 10 years
	4	3	2	0	0
10. What are the number of years that your entity's primary fiscal contact has been in the position (or similar position) as of the application date?	<1 year	1-2 years	3-5 years	6-9 years	More than 10 years
	4	3	2	1	0
Total Points:					

High Risk – More than 20 points

Medium Risk – 8-20 points

Low Risk – Below 8 points

By signing this assessment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject my entity to immediate termination of an award.

Preparer - Typed Name and Title

Signature

Date

Responder Name

Attachment F - City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000
(Revised: April 10, 2025)

The General Conditions are terms and conditions that the City expects its Contractors to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in any Proposal to which these terms are attached. Some negotiation is possible to accommodate the Contractor's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing or continuing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract. In such a situation, the City will issue a written notice to "stop work" and demand the Contractor mitigate any contract-related expenses.

2. Equal Opportunity Statement

The Contractor 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 Contractor. Among the federal, state and city statutes and ordinances to which the Contractor 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 Contractor 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 Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

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

The Contractor and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high-risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its subcontractors and 2) the negligence or failure to render a professional service by the Contractor or its subcontractors. The insurance policy

should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.

- e) **Cyber Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Contractor commences work, whichever is earlier.

4. Indemnity and Hold Harmless

The Contractor 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 Contractor's insurance coverage, arising directly from any negligent act or omission of the Contractor, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Contractor, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Contractor to perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance, and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

Where the Services provided by the Contractor to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Contractor will not be obligated to defend the City as required above.

5. Subcontracting

The Contractor shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

6. Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City which will not be withheld or delayed unreasonably.

7. General Compliance

The Contractor 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 Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.110 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 Contractor

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

11. Accounting Standards

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

12. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Audit Requirements for Cloud-Based Storage of City Data

If the Contractor's services include the storage of City data using a cloud based solution, then the Contractor agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Contractor shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 18 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Contractor agrees to provide a .pdf copy to the City's Contract Manager, upon the Contractor's receipt of the audit results.

14. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. The Contractor and any of the Contractor'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 Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Contractor with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Contractor may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending](#)

[Ordinance](#)” Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Contractor and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

17. Displaced Contract Service Workers

If Contractor’s contract requires the services of fifteen or more employees, includes a subcontractor, and involves the provision of janitorial or security service work, Contractor must comply with the Minneapolis Code of Ordinances, Chapter 39, [“The Protection of Displaced Contract Service Workers Ordinance”](#) (the “Ordinance”). Section 39.30 and Section 39.40 of the Ordinance generally require the successor Contractor to retain employees of the previous Contractor for a 90-calendar day transition period. If the performance of one or more of the retained employees is determined by the successor Contractor to be satisfactory, the successor Contractor shall offer each transition employee continued employment under the terms and conditions of the successor Contractor.

18. Prevailing Wage Ordinance

If this Contract involves the construction, alteration and/or repair, including painting, decorating, sodding and landscaping of public buildings, or similar public works of the City which requires or involves the employment of mechanics and/or laborers, compliance with the City of Minneapolis [Prevailing Wage Ordinance](#), sections 24.200 through 24.265 of the Minneapolis Code of Ordinances, is required as a material term of this Contract and all such provisions are expressly incorporated by reference herein.

19. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20. Conflict and Priority

If the Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Contractor’s Proposal or the City’s Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

21. Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City’s [Contractor Travel Reimbursement Conditions](#).

22. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Contractor are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City’s Code of Ethics will also apply to the Contractor in its role as an “interested person” since Contractor 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.

23. 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 Contractor 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 Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

24. 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 Contractor.

25. Intellectual Property

All Work produced by the Contractor under this Contract is classified as "work for hire" and upon payment by the City to the Contractor 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 Contractor 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 Contractor 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.

26. Equal Benefits Ordinance

[Minneapolis Code of Ordinances, Section 18.180](#), relating to equal benefits for domestic partners, applies to each Contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$175,000. 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 \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

27. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Contractor and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain

ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Contractor (or any subcontractor of sub-consultant of the Contractor) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Contractor and any of Contractor'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 Contractor shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Contractor 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.

28. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred and seventy five thousand dollars (\$175,000). SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Manager to obtain authorization as stated under the section titled "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Unified Certification Program (MnUCP), please visit MnUCP or contact contractcompliance@minneapolismn.gov.

29. Miscellaneous Provisions

- 1. Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Contractor.
- 2. Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
- 3. No Partnership or Joint Venture** – Neither the City nor the Contractor is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
- 4. No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
- 5. Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
- 6. Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Contractor.
- 7. Electronic Signatures and Counterparts** – This Contract may be executed in counterparts, each of which has the effect of an original. An electronic signature will be deemed an original signature.
- 8. Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

Attachment G - Special Conditions for Federal and State Grant Funded Contracts

(Revised: February 4, 2025)

I. General Compliance

The Subrecipient or 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 Subrecipient or 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 Subrecipient or Contractor 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 that were used to pay for the Subrecipient or Contractor's activities or services.

A. Conduct

Prohibition Against Lobbying - The Subrecipient or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, lobbying or political patronage, pursuant to 2 C.F.R. Section 326 and Section 450.

Prohibition Against Employee Activities – The Subrecipient or Contractor is prohibited from using the funds provided herein for advocating unionization or anti-unionization activities (See 29 U.S.C. Sections 141, 157 and 158).

Conflicts of Interest Within the Subrecipient or Contractor's Organization – The Subrecipient or Contractor shall comply with 2 C.F.R. Section 318 (c) (2), which prohibits the sub-contracting of work or services to any parent, subsidiary, or affiliate of the Subrecipient or Contractor unless an impartial, competitive procurement method has been used to award the sub-contract.

B. Materials Produced by Subrecipient or Contractor

Grantor Recognition - The Subrecipient or 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 (*See generally* 2 C.F.R. Part 200, Subpart B). In addition, the City will either own or retain a license in any intellectual property developed by the Subrecipient or Contractor as a result of this Contract (2 C.F.R. Section 315). The Subrecipient or Contractor may publish any research findings and will include a reference to the support provided herein in all publications made possible with funds made available under this Contract (37 C.F.R. Part 401).

Basis for Payment – The payments to the Subrecipient or Contractor shall be based upon the Subrecipient or Contractor's satisfaction of specific requirements of the Grantor Agency and upon the production of Deliverables as indicated in the Scope of Services (See 31 U.S.C. Sections 6301 through 6308 and 2 C.F.R. Section 201, Section 301 and Section 328).

C. Employment Restrictions

Notifications - The Subrecipient or Contractor's executive management will ensure that a notice of its affirmative commitments in regards to the U.S. Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et, seq, and 29 C.F.R. Part 1910) and the 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 the Subrecipient or Contractor's employees and any applicable labor unions or worker's representatives.

Infringement Upon CBAs – The Subrecipient or Contractor 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 (Refer to 29 U.S.C. Section 157 and 29 C.F.R. Part 5).

II. Administrative Restrictions

- A. **Fees.** The Subrecipient or Contractor is prohibited from charging an enrolled individual a fee for referral or program services (45 C.F.R. Part 92).
- B. **Use of Economic Procurement Methods Which Avoid Duplicative Acquisitions** - The Subrecipient or Contractor shall comply with 2 C.F.R. Section 318(d) and maintain efficient and non-duplicative procurement methods.

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 of 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. **Promotion of Religion** (40 U.S.C. Section 121 et. seq.), which prohibits the promotion of religious activities or interests using federal grant funds.
- K. **Regulations** – The Subrecipient or 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))
- Executive Order 12926 and 42 U.S.C. Section 1971 et. seq.: “Voter registration services for program participants”
- Executive Order 13279: “Non-discrimination against Religious Organizations”
- 24 C.F.R. Parts 84-85: “Non-Profit Organizations; Local Governments” (for HUD-funded contracts)
- 2 C.F.R. Part 200: “Uniform Grant Guidance”
- 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)”

- L. Cost Certification.** Before the City releases any of the funds covered by this Contract, the Subrecipient or 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.

- M. Non-procurement Debarment and Suspension.** The Subrecipient or 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 Subrecipient or 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, Subrecipient or 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, Subrecipient or Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

- N. Equal Employment Opportunity.** The Subrecipient or 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.”

- O. Build America, Buy America Act.** The Subrecipient or Contractor agrees to comply with the Build America, Buy America Act if this agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America

Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

- P. Products containing PFAS.** Amara's Law (Minn. Stat. § 116.943) took effect in Minnesota January 1, 2025, and applies to all products sold or distributed under the contract. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Subrecipient or Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), as amended (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient or Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Subrecipient or Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

- 1) Air and Water:** The Subrecipient or Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.), as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.), as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58), as amended.
- 2) Lead-Based Paint:**
 - (a) Residential Structures -** The Subrecipient or Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract may be subject to HUD Lead-Based Paint Regulations (see 24 C.F.R. Part 35). Such regulations pertain to all HUD- assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Subrecipient or Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.
 - (b) Commercial and Public Structures –** The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial

buildings, bridges and super structures.

D. Historic Preservation

The Subrecipient or Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.), as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C.

§§ 469-469c-1,) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this Contract.

E. Progress Payments and Retainage

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this Contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

V. 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 \$30,000 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 System for Award Management (SAM) at sam.gov and comply with the requirements of the Federal Sub-award Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number through SAM and report total compensation of certain executive level members of the company/entity.

VI. Certifications Regarding Covered Telecommunications Equipment or Services and Lobbying

Pursuant to 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352, prior to the City's release of any of the funds covered by this Contract, the Subrecipient or Contractor shall sign the following certification statement:

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

- 1) THE UNDERSIGNED ENTITY DOES NOT USE ANY "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" AS DESCRIBED IN 2 CFR PART 200.216 AND FAR COUNCIL INTERIM RULE SECTION 889, SUBSECTION (A)(1)(B) OF THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT, AS A SUBSTANTIAL OR ESSENTIAL COMPONENT OF ANY SYSTEM, OR AS CRITICAL TECHNOLOGY AS PART OF ANY SYSTEM, NOR DO THE ITEMS, EQUIPMENT, AND/OR SERVICES TO BE PROVIDED TO THE CITY PURSUANT TO THE ATTACHED CONTRACT QUALIFY AS SUCH "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES." "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" INCLUDES ALL TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HUAWEI TECHNOLOGIES COMPANY OR ZTE CORPORATION, AND VIDEO SURVEILLANCE AND TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HYTERA COMMUNICATIONS CORPORATION, HANGZHOU HIKVISION DIGITAL TECHNOLOGY COMPANY, OR DAHUA TECHNOLOGY COMPANY, OR ANY SUBSIDIARIES OR AFFILIATES OF THE AFOREMENTIONED ENTITIES.
- 2) 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.

- 3) 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.
- 4) 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 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352. 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 H - Master Contract Scope Template

Company Name *				Master Contract # *	COM
Project Name *					
City Project Manager *				Phone # *	
Project Summary					
Start Date *	Click here to enter a date.	End Date *	Click here to enter a date.	Total Compensation * <i>(including reimbursable expenses)</i>	\$
Contractor Assigned to Scope and Hourly Rate <i>(if applicable)</i>					
Breakdown of Reimbursable Expenses <i>(included in Total Compensation and with written pre-approval from City Project Manager)</i>		<u>Expense</u> <u>Amount</u>			
Scope of Service Category <i>(if applicable)</i>		Public Works Categories Choose an item. Choose an item. Choose an item.		Human Resources Consulting Categories Choose an item. Choose an item. Choose an item.	
Detailed Scope of Services * <i>(If more space is needed, please attach additional pages)</i>					

* = required for COMET system entry

Consultant Authorized Signature/Date	
Project Manager Signature/Date	
Director Signature/Date	

Fund	Department *	Account	Activity	Project Number

For Procurement Use Only: Approved By: _____ Date: _____ Entered By: _____ Date: _____