

# Request for Applications

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**City of Minneapolis  
Health Department**

**Request for Applications:  
Preventing Childhood Exposure to Violence  
Mini Award Program**

**Issued April 14, 2016  
Re-Issued May 13, 2016**

**Proposals Due by: 3 p.m., Friday June 3, 2016**

May 13, 2016

To whom it may concern:

Attached is a Request for Application (RFA) for **Preventing Childhood Exposure to Violence Mini Award Program**. The applicants will work with Health Department staff in the Youth Violence Prevention programs to undertake the following tasks outlined in the RFA.

\$30,000 has been designated to support activities associated with childhood exposure to violence. These services are needed to support programs as detailed in the attached Scope of Service. Please consider submitting an application for providing these services if your organization meets the qualifications. Please review the RFA for details.

Applications are due by Friday June 3, 2016 by 3:00 p.m. A pre-proposal conference call will be held at on Thursday, May 19, 2016 at 12:00 p.m. for potential applicants. Please dial in at: 1-877-685-5350 and enter passcode: 6126733557.

Thank you for your consideration.

Sincerely,



Gretchen Musicant  
Commissioner of Health

If you need this material in an alternative format please call the Health Department at 612-673-2301 or email [health@minneapolismn.gov](mailto:health@minneapolismn.gov). Deaf and hard-of-hearing persons may use a relay service to call 311 agents at 612-673-3000. TTY users may call 612-673-2157 or 612-673-2626.  
Attention: If you have any questions regarding this material please call Minneapolis Health Department 612-673-2301. Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llame al 612-673-2700; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac 612-673-3500

## **RFA General Information**

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## Availability of Funding Preventing Childhood Exposure to Violence Mini Award Program

The Minneapolis Health Department seeks community-based organizations to conduct activities that will help us better understand the gaps in services for young parents under the age of 24 in response to exposure to violence. For the purposes of this project, childhood exposure to violence is defined as being a direct victim or witness to violence, crime or abuse in the home, school or community between the ages of 0-9 years old. These activities align with the City of Minneapolis Blueprint for Action to Prevent Youth Violence, the City's comprehensive citywide strategic plan for addressing youth violence as a public health issue. [Blueprint - City of Minneapolis](#)

Exposure to violence is a national public health crisis. An estimated 46 million children can expect to experience violence, crime, abuse, and psychological trauma in their communities and/or families this year. Without proper intervention, children exposed to violence are at significantly greater risk than their peers for life-long adverse health outcomes. In the Twin Cities, crime data from St. Paul and Minneapolis police departments indicate that the communities in which children are repeatedly exposed to violence are numerous, and include the Greater East Side, Dayton's Bluff, Payne-Phalen, and Thomas-Dale communities in St. Paul, and North Minneapolis, Powderhorn, and East Phillips communities in Minneapolis. Please see [Attachment A](#) for further details.

### Funding

MHD offers funding made available from the federal Department of Justice, Office of Juvenile Justice and Delinquency Prevention, to finance projects from up to 6 organizations in Minneapolis and Saint Paul. Average funding amount will be \$5,000. Total available funding is \$30,000.

### Eligibility

Eligible organizations include non-profit entities, youth-serving or youth leadership organizations, neighborhood-organizations or associations, health care settings (e.g., clinics) or organizations that primarily serve young parents under the age of 24.

### Selection Criteria

MHD is especially interested in innovative approaches that are community driven, culturally-grounded and asset-based. Previous experience working with young parents and/or adolescents who have been exposed to trauma is highly desirable. Agencies which justify how their work will impact the populations, neighborhoods and communities disproportionately impacted by exposure to violence will be given higher consideration. **Please see page 7 of the RFA for more details.**

### Intended Outcomes

1. Young parents will have an increased understanding of the effects of early childhood exposure to violence.
2. Young parents will be better connected to their children, and better able to serve their emotional needs that have resulted from exposure to violence.
3. Strategies will be developed to increase community awareness of, and to improve local systems responsiveness to childhood exposure to violence.

## Activities to be carried out over a six-month period (July through December 2016)

|               |   |
|---------------|---|
| May 13        | Re-release of RFA   |
| May 19        | Pre-application teleconference (12:00 p.m.). Participants can call into the phone conference at 1-877-685-5350 and then enter the passcode: 612-673-3557 when prompted. |
| May 20        | Questions on RFA Due, you may send questions to <a href="mailto:health@minneapolismn.gov">health@minneapolismn.gov</a> .  |
| May 24        | Responses to all Questions, including pre-application teleconference discussion, will be posted by close of business.   |
| <b>June 3</b> | <b>Applications are due by 3:00 p.m. All applications must be submitted electronically.</b>   |
| June 17       | Anticipated notification of funding   |
| July 1        | Anticipated contract start date   |
| TBD- July     | Orientation and training for selected organizations   |

**Applications for this RFP must be submitted electronically and are due Friday, June 3 at 3:00 p.m. Applications received after the due date/time may not be accepted.**

**Applications should be emailed to: [health@minneapolismn.gov](mailto:health@minneapolismn.gov);**  
Subject line: Childhood Exposure to Violence Projects

# Preventing Childhood Exposure to Violence Mini Award Program

## Application Scope of Service

Applications Due: Friday, June 3, 2016 by 3:00 p.m.

### Purpose of this Funding Opportunity

The Minneapolis Health Department seeks community-based organizations to conduct activities that will help us better understand the gaps in services for young parents under the age of 24 in response to exposure to violence. For the purposes of this project, childhood exposure to violence is defined as being a direct victim or witness to violence, crime or abuse in the home, school or community between the ages of 0-9 years old. The activities will be carried out over a six-month period (July through December 2016).

Eligible organizations include non-profit entities, youth-serving or youth leadership organizations, neighborhood-organizations or associations, health care settings (e.g., clinics) or organizations that serve young parents under the age of 24. Organizations must be able to adhere to the City's General Terms and Conditions and Insurance Requirements for contracts ([see Attachment D](#)).

The Health Department will fund a maximum of 6 organizations in Minneapolis and Saint Paul to conduct community engagement or capacity building activities. See sample list in Selection Criteria (page 8). In addition, organizations will be expected to record necessary data and report to the Minneapolis Health Department. Reporting format will be determined at time of contract, however please be aware that some form of evaluation of your program will be requested, most likely in the form of pre/post surveys, satisfaction surveys, etc.

### Background

Exposure to violence is a national crisis that affects *approximately two out of every three of our children*. Studies suggest that 15.5 million children in the U.S. witness domestic violence annually.<sup>1</sup> Of the 76 million children currently residing in the United States, an estimated 46 million can expect to have their lives touched by violence, crime, abuse and psychological trauma this year<sup>2</sup>.

Growing evidence from scientific studies indicates that exposure to violence and other forms of trauma can be harmful to children of all ages<sup>3</sup>. For the purposes of this project, **childhood exposure to violence is defined as being a direct victim or witness to violence, crime or abuse in the home, school or community between the ages of 0-9 years old**. Exposure to violence can result in the experience of trauma-hurt or harm to a person's body or mind<sup>4</sup>.

Exposure to violence causes major disruptions of the basic cognitive, emotional, and brain functioning that is essential for optimal development and leaves children traumatized. When their trauma goes unrecognized and untreated, these children are at significantly greater risk than their peers for aggressive, disruptive behaviors; school failure; posttraumatic stress disorder (PTSD); anxiety and depressive disorders; alcohol and drug abuse; risky sexual behavior; delinquency; and repeated victimization.

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<sup>1</sup> (Whitfield et. al., 2003)

<sup>2</sup> (Defending Childhood Report)

<sup>3</sup> Futures Without Violence, 2013; Garner & Shonkoff, 2012

<sup>4</sup> (National Institute of Mental Health, 2016)

Data related to youth violence prevention ([see Attachment A](#)) and the disparate impact of youth violence in disadvantaged communities emphasize the critical need to address social inequities and promote opportunities, particularly among youth who are at a critical phase of development. Given that violence emerges from a broad social, economic, and historical context that includes poverty, unemployment, persistent structural racism, discrimination, and disadvantage, solutions will require attention within educational, health care, social service, law enforcement, and criminal justice systems of address underlying root causes. For more information/resources more about this important issue, please see [Attachment B](#) at the end of this document.

### **Intended Outcomes**

1. Young parents will have an increased understanding of the effects of early childhood exposure to violence.
2. Young parents will be better connected to their children, and better able to serve their emotional needs that have resulted from exposure to violence.
3. Strategies will be developed to increase community awareness of, and to improve local systems responsiveness to childhood exposure to violence.

### **Resources Available to Selected Organizations**

MHD will provide training and assistance to staff from selected organizations through an initial meeting in mid to late May. With input from selected organizations, MHD will plan a final convening event to share findings and accomplishments with the community and public.

### **Funding Available**

MHD offers funding made available from the federal Department of Justice, Office of Juvenile Justice and Delinquency Prevention, to finance projects from up to 6 organizations in Minneapolis and Saint Paul. The average amount per project will be \$5,000. Total available funding is \$30,000. The Health Department will contract with awarded entities on a reimbursement basis.

The specific activities to be funded will be identified by the applicant based on their community's needs and the specific population they plan to reach. MHD staff and selected community organizations will work collaboratively on finalizing the work plans, timelines and measureable outcomes.

## Selection Criteria

Previous experience working with parents and/or adolescents who have been exposed to trauma is highly desirable. Organizations must address which communities they intend to serve, and must be well connected to these communities. Organizations should have previous experience working with these community members on community violence. Organizations serving the communities most impacted by childhood exposure to violence (see page 4) will be given highest priority. Agencies which justify how their work will impact the populations, neighborhoods and communities disproportionately impacted by exposure to violence will be given higher consideration. MHD is particularly interested in approaches that have been informed by community input, and are designed to meet the unique needs of young parents. MHD is especially interested in innovative approaches that are community driven, culturally-grounded and asset-based.

Examples of eligible/appropriate projects for this funding include, but are not limited to:

- Training for staff, planning activities to enhance or support programming, and other organizational capacity building activities addressing the negative consequences of childhood exposure to violence
- Providing culturally specific programming related to childhood exposure to trauma, i.e. community healing circles;
- Conducting focus groups to better understand young parent's understanding of the long-term, negative impacts of childhood exposure to trauma;
- Identification of gaps in services for your community members in accessing support services;
- Building community-wide awareness of the effects of childhood exposure to violence.
- Develop resource tools for parents and/or staff to enhance their knowledge of the consequences of childhood exposure to violence and improve access to resources and services in their community

## Rejection of Applications

The City reserves the right to reject any or all applications or parts of applications, to accept part or all of applications 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 Application, or the respondent's reply based on the component prices submitted.

## Timeline

|               |   |
|---------------|---|
| May 13        | Re-release of RFA   |
| May 19        | Pre-application teleconference (12:00 p.m.). Participants can call into the phone conference at 1-877-685-5350 and then enter the passcode: 612-673-3557 when prompted. |
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| June 17       | Anticipated notification of funding   |
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| TBD- July     | Orientation and training for selected organizations   |

# Application for Funding

Organization Name:

Contact Person:

Phone:

Email:

**Please answer the following questions:**

**1. Organizational Background (maximum length 2 pages for 1.a through 1.e)**

- a. Briefly describe your organization and capacity to do education and outreach activities in the community.
- b. Please specify the community/ies you propose to reach through this project. What existing relationships and experience do you have with these communities?
- c. Please describe your experience and successes working with young parents (under the age of 24)
- d. Please describe your experience and successes working on community violence.
- e. This grant offers a small amount of funding over a short timeline. What plans do you have to build on/sustain this work, if funded?

**2. Strategy and Activities (maximum length 2 pages for 2.a through 2.d)).**

1. Which neighborhoods do you propose to serve? How will you include community voice in your activities/planning process?
2. How is violence impacting young children and young parents in your proposed service area and target population?
3. What culturally specific activities will you incorporate into your proposed activities? Please be specific as to how these activities are culturally relevant for the age, language spoken, and the race, ethnicity, and history of your target population.
4. How would the proposed activities complement or expand your organization's current health education or parenting efforts?

3. Please use the following table to describe activities, including any staff training or planning activities to be conducted during the grant period. Your entries in the table do not have a page limit.

| Activity Description | Intended Audience | Approximate number reached | Intended Outcomes<br><i>(see page 7)</i> |
|----------------------|-------------------|----------------------------|--|
| 1.                   |                   |                            |  |
| 2.                   |                   |                            |  |
| 3.                   |                   |                            |  |
| 4.                   |                   |                            |  |
| 5.                   |                   |                            |  |

4. **Budget narrative** – please include a brief budget narrative, and [fill out the budget form in Attachment C](#). The budget narrative should contain the following information as well as any other relevant information needed to justify the items included in the above/below tables:
- Personnel costs, including fringe benefits. (for all individuals funded by the grant, provide title, salary/wage and describe their role on the project, indicate the fringe benefits rate used by your agency (e.g., 20% of salary), Identify what benefits are included (e.g., health insurance, dental insurance, life or disability insurance, FICA, pension, etc.).
  - Other expenses
    - *Supplies*: describe the types of supplies and their applicability to the project.
    - *Printing*: estimate costs for printing or photocopying and explain how the amount was derived.
    - *Program costs*: describe amount budgeted to for basic needs of clients (e.g. transportation, food, payment for vital documents, program registration fees, etc.). Describe types of expenditures within this category.
    - *Other (specify)*: add an explanation for any other categories identified in the budget table

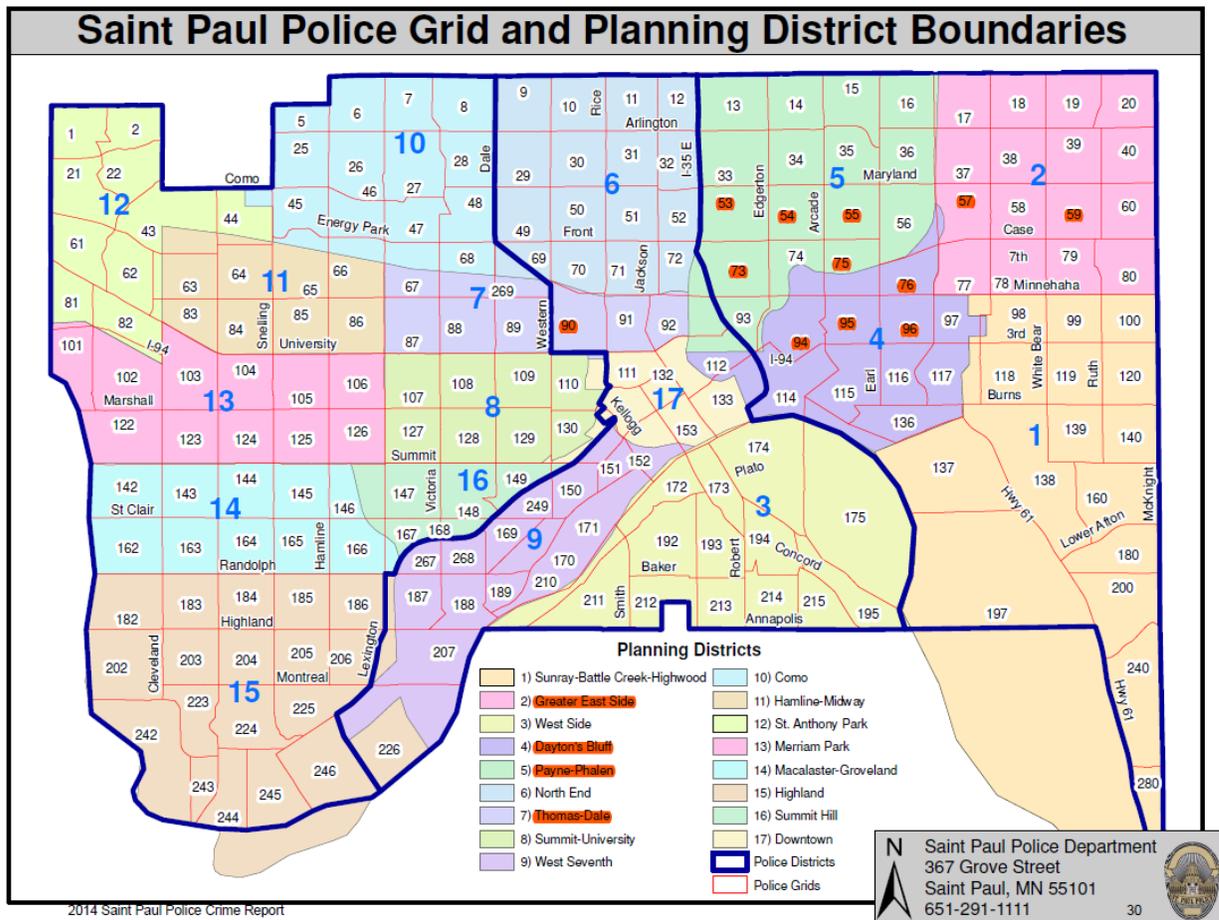
**Applications for this RFP must be submitted electronically and are due no later than Friday, June 3, 2016 at 3:00 p.m.**

**Late applications may not be accepted.**

**Applications should be emailed to:**

[health@minneapolismn.gov](mailto:health@minneapolismn.gov); Subject line: Childhood Exposure to Violence Projects

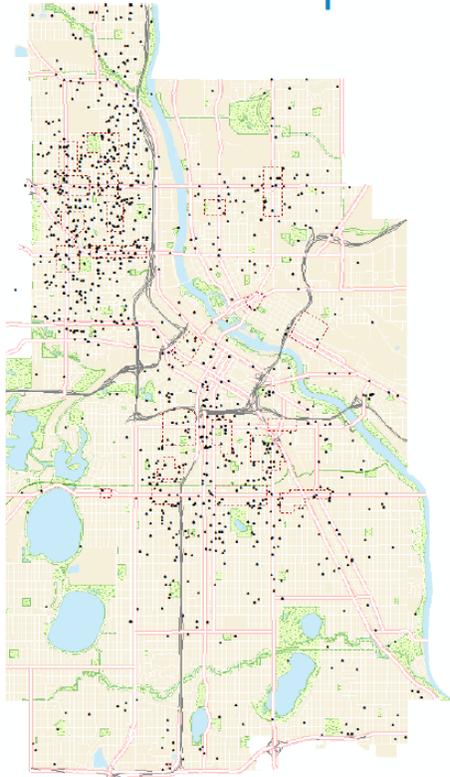
## Attachment A: Child Exposure to Violence Maps and Police Crime Statistics



**Map showing aggregate data for crimes involving children ages 1-9, 2010-2014. Total incidents numbered 5222 and involved 7682 children. The map highlights in red the 12 St. Paul police grids with the highest occurrence of child-involved incidents, and the communities/planning districts those grids fall under. The crime categories included were: Child Neglect, Child Abuse, Malicious Punishment, Aggravated Assault, Theft, Residential Burglary, Quality of Life, Narcotics, Weapon Discharge, and Domestic.**

**Please see <https://www.stpaul.gov/departments/police/crime-statistics> for more information.**

# Child Exposure: YTD ages 1-9



13,130 children

Victim 1,055

- 333 Child Neglect
- 302 Child Abuse
- 101 Malicious punishment

Other 664

- 102 Domestic 5

Witness 80

- 29 Domestic 5
- 8 Domestic Strangulation
- 7 ASLT2

Top Offenses of Child Exposure to crime YTD

|     |                      |     |
|-----|----------------------|-----|
| 1.  | Child Neglect        | 346 |
| 2.  | Child Abuse          | 343 |
| 3.  | Domestic 5           | 148 |
| 4.  | Malicious Punishment | 103 |
| 5.  | Injury Car Accident  | 77  |
| 6.  | Dep. Parent Rights   | 48  |
| 7.  | Health Welfare       | 46  |
| 8.  | Assault 5            | 37  |
| 9.  | Narcotics            | 36  |
| 10. | Assault 2            | 35  |
| 11. | Domestic 2           | 33  |
| 12. | Burglary             | 33  |
| 13. | Dom. Strangulation   | 30  |

**Demographic Data:** 52% of the child victims, witnesses, others were black, 17% Other, 14% White, 7% Native American, 2% Asian, 4% blank, 4% unknown. The highest concentration of Child exposure to crime occurred in the Fourth Precinct (46%) and Third Precinct (26%) Second Precinct 10%. Fifth Precinct 9%. and First Precinct 8%.

**An eight month crime analysis study of 2015 Minneapolis police reports identified 13,130 children between the ages of 1 and 9 years old in Minneapolis were victims or witnessed some type of physical or community violence. 52% of the child victims or witnesses were Black, 14% were White, 7% were Native American, 2% Asian and the remaining 24% were unknown. The highest concentration of Child exposure to crime occurred in the following Minneapolis communities: Camden, Near North, Phillips and Powderhorn.**

## **Attachment B: Background Resources**

[Addressing and Preventing Community Trauma](#)

<http://www.preventioninstitute.org/component/jlibrary/article/id-372/127.html>

[Citizen Health](#)

<http://www.cehd.umn.edu/fsos/projects/cpc/pdf/citizenhealth2006.pdf>

[Community violence and child development](#)

<http://sites.udel.edu/paclab/files/2013/05/Guerra-Dierkhising-2011-Effects-of-community-violence.pdf>

[Connecting the Dots](#)

[http://www.cdc.gov/violenceprevention/pdf/strategic\\_vision.pdf](http://www.cdc.gov/violenceprevention/pdf/strategic_vision.pdf)

[Culture and Trauma](#)

<http://www.nctsn.org/resources/topics/culture-and-trauma>

[Minnesota ACE executive summary](#)

[http://www.health.state.mn.us/divs/chs/brfss/ACE\\_ExecutiveSummary.pdf](http://www.health.state.mn.us/divs/chs/brfss/ACE_ExecutiveSummary.pdf)

[The Effects of Complex Trauma](#)

<http://www.nctsn.org/trauma-types/complex-trauma>

## Attachment C: Budget Form -Total Project Costs

*Notes:*

- You may use your own form instead of this one, provided it is clear and includes all applicable individual line items referenced below
- Add or delete lines as needed.
- If project includes funding from another source please identify the source of the funding and the specific line items for which it will be used.
- Include budget narrative on separate sheet(s).

| PERSONNEL  | Role on project  | Base salary or annual wage  | % time on project | Salary/wages charged to project | Other funding source or in-kind |
|--|------------------|---|-------------------|---------------------------------|---------------------------------|
| Name 1 (or "to be named")  | Project Director | \$0   |                   | \$0                             | \$0                             |
| Name 2   |                  | \$0   |                   | \$0                             | \$0                             |
| Name 3   |                  | \$0   |                   | \$0                             | \$0                             |
| <b>TOTAL SALARY/WAGES</b>  |                  |   |                   | <b>\$0</b>                      | <b>\$0</b>                      |
| FRINGE BENEFITS  |                  |   |                   | \$0                             | \$0                             |
| <b><u>TOTAL PERSONNEL COSTS</u></b>                                |                  |   |                   | <b><u>\$0</u></b>               | <b><u>\$0</u></b>               |
| <i>OTHER EXPENSES [categories below may be modified as needed]</i> |                  |   |                   |                                 |                                 |
| Supplies   |                  |   |                   | \$0                             | \$0                             |
| Printing   |                  |   |                   | \$0                             | \$0                             |
| Program Costs (specify)  |                  |   |                   | \$0                             | \$0                             |
| Other (specify)  |                  |   |                   | \$0                             | \$0                             |
| <b><u>TOTAL OTHER EXPENSES</u></b>                                 |                  |   |                   | <b><u>\$0</u></b>               | <b><u>\$0</u></b>               |
| <b><u>TOTAL DIRECT COSTS</u></b>                                   |                  |   |                   | <b><u>\$0</u></b>               | <b><u>\$0</u></b>               |
|  |                  | (sum of Total Personnel, Total Other Expenses, and Total Contractual) |                   |                                 |                                 |
| <b><u>ADMINISTRATIVE COSTS</u></b>                                 |                  |   |                   | <b><u>\$0</u></b>               | <b><u>\$0</u></b>               |
|  |                  | (not to exceed 10% of Total Direct Costs)                             |                   |                                 |                                 |
| <b><u>TOTAL PROJECT COSTS</u></b>                                  |                  |   |                   | <b><u>\$0</u></b>               | <b><u>\$0</u></b>               |
|  |                  | (sum of Total Direct Costs and Administrative Costs)                  |                   |                                 |                                 |

## **Attachment D –General Conditions for RFP**

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

(Revised: Dec, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

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

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

#### **2. Equal Opportunity Statement**

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

#### **3. Insurance**

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall

require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

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

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

#### 4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by

reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

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

**5. Subcontracting**

The Consultant shall provide written notice to the City and obtain the City's authorization to 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 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/conv_ert_255695.pdf)" ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conv\\_ert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conv_ert_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/conve rt\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/conve rt_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. Cardholder Data and Security Standards**

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

## **27. 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.

## **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). 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://mnucep.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).