

**REQUEST FOR PROPOSALS
ONE MINNEAPOLIS FUND**

Request for Proposal



City of Minneapolis

**Neighborhood and Community Relations Department
Neighborhood and Community Engagement
Commission**

One Minneapolis Fund
December 1, 2014

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

Fund Goals:

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

Group A Grants

Community or Cultural organizations should submit proposals for projects that develop leaders and engage communities and result in increased involvement in City leadership structures by diverse people. For the purpose of this RFP, “City leadership structures” refers to City of Minneapolis boards, commissions, neighborhood organizations, and other similar advisory or civic engagement groups.

Group A proposals should request a maximum of \$15,000.

Group B Grants

Community or Cultural organizations should submit proposals for projects that develop leaders and engage communities in specific targeted audiences. These leaders and communities will demonstrate their leadership and engagement by defining a specific community issue, and ways to address them through their program.

Preferred (but not limited to) target audiences:

Youth (ages 12-24)
Renters
People experiencing homelessness
African-Americans
American Indians

The proposal must explain:

- The community issue to be addressed
- Why it is of concern to the target audience
- What actions (at a high level) the leaders will take to address the issue

Group B proposals should request a maximum of \$25,000.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

Selection Criteria:

All project proposals will be reviewed by the Neighborhood Community Engagement Commission (NCEC). The NCEC will recommend proposals to be funded to the Minneapolis City Council, which will make final decisions.

The following general criteria will be used to evaluate proposals:

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

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

Funding Available:

For grants awarded in 2015, \$212,000 in funding is available.

Indirect or Administrative costs:

The proposals may include indirect or administrative costs, at a rate of no more than 10% (0.10).

Funding Timeline:

Proposals should state the requested timeline, which should be between 6 – 24 months, and should start within 3 months of receiving funding.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

Eligibility:

Organizations eligible for funding from the fund must meet the following criteria:

- May not be a local, regional or state governmental entity. The exception to this is universities or colleges, which are eligible.
- The applicant is non-profit organization registered as a 501(c)(3) with the U.S. Internal Revenue Service (or a university or college based in Minneapolis).
- Have a history of serving people in Minneapolis.
- Must show reliable fiscal agency meeting standards established by the City of Minneapolis.
- The headquarters is located in the City of Minneapolis.
- May be a recipient of funding from the Community Participation Program.
- Must receive less than 50% of their annual budget from the City of Minneapolis.

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

Eligible Activities:

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

Ineligible Activities:

Fund raising, religious based activities, electoral campaigning, and professional lobbying.

Reporting and Measurement

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

Funding recipients must submit an interim report the NCR Department six months after execution of a funding agreement. This interim report will describe process on achieving the project goals. At the completion of the funding agreement, funding recipients will submit a report to the Minneapolis Neighborhood and Community Development Department. Reports will include a final account of the use of funds, a description of the accomplishments of the project and how they relate to the project

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

goals, and a description issues encountered in the project and recommendations for further work needed to address these issues.

Funded organizations will be expected to work with the NCEC to evaluate year one of the pilot project and formulate of year two. This may include participating in work groups and promoting One Minneapolis activities.

Deadline:

All applications must be submitted by email, U.S. Mail or by hand-delivery to the office of Minneapolis Neighborhood and Community Relations (NCR) Department no later than 4:00 PM on January 31, 2014.

Proposals may be emailed to:

Howard.Blin@minneapolismn.gov

The NCR is located at:

Neighborhood and Community Relations
City of Minneapolis
Crown Roller Mill, Room 425
105 Fifth Avenue South
Minneapolis, MN 55401
612-673-3163

Questions:

Any questions on the Request for Proposals may be submitted in writing to:

Howard Blin, Community Engagement Manager

Howard.Blin@minneapolismn.gov

City of Minneapolis Neighborhood and Community Relations
Department

Support for Proposal Preparation:

If your organization would like to apply for the One Minneapolis Fund and needs support in preparing your proposal, please contact Howard Blin in the NCR Department. Howard.Blin@minneapolismn.gov or 612-673-3163. The NCEC is very interested in understanding proposed projects clearly in order to decide if they fit the vision for the One Minneapolis Fund.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

Additional Fund Information:

The name “One Minneapolis” is used for the fund as a challenge to create an inclusive community in which all people are valued, all communities are engaged, and leadership mirrors the great diversity of our city.

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

Organizations who receive funding are expected to support the ongoing One Minneapolis engagement efforts of the city.

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REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

General Conditions for Request for Proposals (RFP)

(Revised - 03/2012)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By proposing, the proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the proposer'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. Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3. Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4. Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5. Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

6. 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. The Contractor and its sub-contractors shall secure and maintain the following insurance:

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

- 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. 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.

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

7. Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully 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.

8. Subcontracting

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

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 Agreement. 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.

9. 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, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

10. General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

11. 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 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.

12. Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, 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.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

13. 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 sub-contractors 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 Contractor.

14. 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.

15. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

16. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. 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.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

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 Contractor. 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.

17. Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees 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.

18. 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”) (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). 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 sub-contractors pay their employees a “living wage” as defined and provided for in the Ordinance.

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

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 (only for Contracts awarded using RFP).

21. Travel

REQUEST FOR PROPOSALS ONE MINNEAPOLIS FUND

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, which can be found at: http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf

22. 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.

23. Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person", "lobbyist" or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

24. Termination

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 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 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

REQUEST FOR PROPOSALS ONE MINNEAPOLIS FUND

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.

25. 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 final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

26. Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Contractor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

REQUEST FOR PROPOSALS

ONE MINNEAPOLIS FUND

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.

27. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, 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 \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

28. Small & Underutilized Business Program (SUBP) Requirements

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors, and to redress the discrimination in the City's marketplace against minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.50, applies to any professional, technical and service contract over \$100,000. Goals are set on proposals based on project scope, subcontract opportunities and projected availability of SUBP firms.

There are no specific goals on this contract. However, should the bidder/proposer find an opportunity to sub-contract with any businesses on this project, you are required to solicit SUBP firms.

REQUEST FOR PROPOSALS ONE MINNEAPOLIS FUND

For more information on locating certified businesses, please visit <http://mnucp.metc.state.mn.us/> or call the City at 612-673-2112.

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