

Request for Proposals



**Building Healthier
Communities**

**City of Minneapolis
Health Department**

RFP_HLTH_2024 Wellbeing Projects

Proposals Due by: 2:00 p.m. Central Standard Time, Thursday, April 25, 2024

March 19, 2024

To prospective applicants,

Attached is a Request for Proposals (RFP) for projects that will build trauma-informed principles into the settings of health care, workplace, schools and other institutions. Implementing a trauma-informed or responsive approach means providing individuals or staff with knowledge of the impact of trauma and aims to ensure environments and services are welcoming and engaging for both staff and the communities organizations serve.

This work supports the City of Minneapolis' commitment to addressing the impact of racism on the wellbeing of residents and the city overall, as identified in the City Council [resolution](#) declaring racism as a public health emergency.

Please review the RFP for details and submit an application if your organization meets the qualifications and would like to be considered. A pre-application conference call (via Microsoft Teams) will be held on Thursday, April 11, 2024 at 1 p.m. Central Standard Time.

[Join using this link the day of the webinar](#)

You can all call in to the meeting (612-276-6670, Conference ID: 532396274)

This conference call is not mandatory but will be your only chance to talk directly to staff about the RFP.

Completed applications are due no later than Thursday, April 25, 2024, at 2 p.m. Central Standard Time via the City's [eSupplier portal](#). Thank you for your consideration.

Sincerely,



Damōn Chaplin
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. 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. Para asistencia 612-673-2700 - Rau kev pab 612-673-2800 - Hadii aad Caawimaad u baahantahay 612-673-3500.

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Request for Proposals
for
2024 Wellbeing Projects

I. Invitation

The City of Minneapolis Health Department (MHD) is releasing a Request for Proposals (RFP) for 2024 wellbeing projects. The wellbeing project funding intends to provide resources to support organizations in integrating trauma informed principles into policies and procedures.

The funding for these projects, which is provided by the Minnesota Department of Health's Statewide Health Improvement Partnership (SHIP) grant, supports the City of Minneapolis' commitment to addressing the impact of racism on the wellbeing of residents and the city overall, as identified in the City Council [resolution](#) declaring racism as a public health emergency.

The City will award contracts up to \$50,000 to organizations or other entities.

II. Eligibility

This funding will prioritize organizations serving communities facing significant health disparities. Eligible applicants include non-profit and for-profit organizations, faith-based organizations, business associations, and other agencies that serve city of Minneapolis residents, including but not limited to health care organizations, neighborhood organizations, schools and/or school programs, and other organizations serving a specific affinity group, cultural community, or geographic area.

Organizations are eligible to apply if the Consultant:

- Serves Minneapolis residents (projects must take place in Minneapolis)
- Meets City of Minneapolis contract requirements
- Meets the [City's insurance requirements](#)

III. Key dates

The following is a listing of key dates and times (note all times are Central Standard Time):

RFP Released	Tuesday, March 19, 2024
Pre-application virtual meeting	Thursday, April 11, 2024; 1 p.m.
Questions on RFP Due by	Thursday, April 18, 2024; 4 p.m.
Responses to Questions posted by	Monday, April 22, 2024
Proposals due by	Thursday, April 25, 2024; 2 p.m.
Estimated award recipients announced	Thursday, May 16, 2024
Estimated project start date	Monday, July 1, 2024
Estimated project end date	Tuesday, September 30, 2025
Estimated duration of contract	15 months

IV. Pre-application virtual meeting:

Prospective applicants have an opportunity to learn more about this funding opportunity and to ask questions by attending an online webinar.

When: 1 p.m. on Thursday, April 11, 2024

Where: Online via Microsoft Teams

[Join using this link the day of the webinar.](#)

You can all call in to the meeting (612-276-6670, Conference ID: 532396274)

We encourage you to call in a few minutes early to ensure you are connected on time. While participation in the meeting is not required, it is encouraged for all organizations considering responding to this RFP. It will be the only opportunity to ask questions directly of staff.

A summary of the questions and answers from the conference call will be posted as an addendum to the RFP in the e-supplier portal: [E-supplier Portal](#):

V. Department contact/requests for clarification

Prospective responders shall direct inquiries/questions *in writing only* to:

Health Department: health@minneapolismn.gov





Subject Line: 2024 Wellbeing projects RFP

All questions are due no later than **4 p.m. on Thursday, April 18, 2024.**

VI. Application instructions /proposal format

All proposals must be submitted electronically through the [eSupplier](#) Portal.

In order to apply, you need to be registered as a "Supplier" to the City. You can login with your existing credentials if you have already worked with the City before or you can make an account if you have not done so already (see table, below, for information on how to register as a "Supplier" with the City).

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:	
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 “Go to eSupplier” link described above and then clicking on the “Bidder Registration” tile to register:	
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 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 	

How to locate this funding opportunity in eSupplier:

1. Select "Contracting Opportunities" on the E-Supplier homepage
2. Look for and select " RFP_HLTH_2024 Wellbeing Projects"
3. Select "view bid package" to open the application and relevant documents for you to view
4. **NOTE: Late Proposals will not be accepted.** Organizations are strongly encouraged to submit in advance to allow time for technical difficulties and support.

Proposal format

The application documents must be submitted as one PDF. Your application must detail the names of the organization and project lead applying; the applicant’s location and contact information; and answers to

application questions. Proposals should contain the following sections and appendices and be arranged in consecutive order to allow for easier comparison of proposals during evaluation.

A. Cover sheet

Complete the proposal cover sheet (Attachment B), including contact information and Unique Entity ID (UEI) number. If you do not have a UEI number, you will need to obtain one from SAM.GOV (<https://sam.gov/content/entity-registration>).

B. Project narrative questions

The project narrative should be no more than four (4) pages in 12-point font, single spaced, with one-inch margins, not including images or charts. The proposal cover sheet, budget, and financial information will **not** be counted toward the page limit.

The project narrative questions that should be answered are included as Attachment C – Project Narrative Questions.

C. Budget

A budget template is included as Attachment D – Project Budget. Use of the provided budget template is **optional**. If you choose to use your own format, please ensure it includes sufficient detail, including:

- Individual line items for each type of expense
- Calculations for requested amounts

You should include a budget narrative to ensure that your budget includes the necessary amount of detail. A budget narrative template is included in Attachment D. If a budget narrative is not included, points will be deducted.

D. Applicant Financial Information

Proof of financial responsibility, any bankruptcy filings by the consultant, its principles and officers during the previous seven years. Provide this proof in **one** of the following formats:

- Most recent high level audit report
- Current 990
- Board approved financial statements

If adding financial documents makes the pdf too large, they may be submitted as separate documents.

Submission of financial information is mandatory for consideration of proposals. Failure to include the required financial documentation will result in the application being marked as unresponsive.

VII. Proposal review process

Proposals will be reviewed by an evaluation team made up of City of Minneapolis staff and external community reviewers. Their scoring will be guided using the evaluation rubric found in Attachment E.

Evaluation of proposals will be based on the information requested, including:

- Why organization is interested in integration of trauma informed principles into policies and procedures
- Organizational commitment
- Project sustainability
- Budget and financial information

Evaluation may also incorporate quality, thoroughness, and clarity of proposal.

At any time during the process, MHD may elect to contact applicant agencies with requests for clarification, an interview with agency personnel, or a presentation on the proposed project to aid in the selection process, or other items or information.

The recommendation(s) of the external reviewers will be considered by MHD staff. Final selections will consider the criteria listed above, as well as community served.

Following that, selections will be submitted to the Minnesota Department of Health (grant funder) and Minneapolis City Council for final approval to enter contracts. Application rating and/or an initial recommendation for funding will not necessarily guarantee funding.

VIII. Contract

The contracting parties will be the City of Minneapolis and the Consultant(s) selected to provide the services as described herein. The selected proposal(s), along with the RFP and any counter proposal(s) will be incorporated into a formal agreement(s) after negotiations. It is the intent of the City to award a contract(s) for a term ending September 30, 2025.

The contract for services with the Consultant selected under this RFP may be extended for up to two (2) years following the initial performance period. Any extension of the contract will be contingent upon availability of funding and on Consultant performance during the initial year. Contract extension is at the sole option of the City. The City may also choose to explore partnering with the contracted agency to seek outside funding sources for sustainability beyond the initial contract period.

IX. 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 vendor, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any vendor, or to proceed to do the work otherwise. Incomplete proposals and proposals not sufficiently detailed or not in acceptable form may be returned for completion or may be rejected by the City.

X. 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.

XI. Data practices

Data provided 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:

Building trauma informed principles into policies and procedures

Background

This request for proposals (RFP) solicits projects that will build trauma-informed principles into the settings of health care, workplace, schools and other institutions. Building a trauma-informed or responsive approach means providing individuals or staff with knowledge of the impact of trauma and aims to ensure environments and services are welcoming and engaging for both staff and the communities organizations serve. This work supports the City of Minneapolis' commitment to addressing the impact of racism on the wellbeing of residents and the city overall, as identified in the City Council [resolution](#) declaring racism as a public health emergency.

Trauma informed care is based on growing knowledge about the negative impact of psychological trauma. Trauma is common in society. Institutions, such as schools, healthcare, government and others, can unknowingly retraumatize the individuals or communities they serve, affecting their willingness to participate and engage. Being trauma-informed considers the ways in which trauma impacts staff and individuals with whom organizations are working. Using trauma-informed principles, individuals and organizations can be more effective in relationships with colleagues, clients, community partners and in their personal lives.¹ (See Attachment F – Definitions and Resources for the six common Trauma Informed Principles). Better relationships can lead to better service provision and improved overall wellbeing for staff and clients.

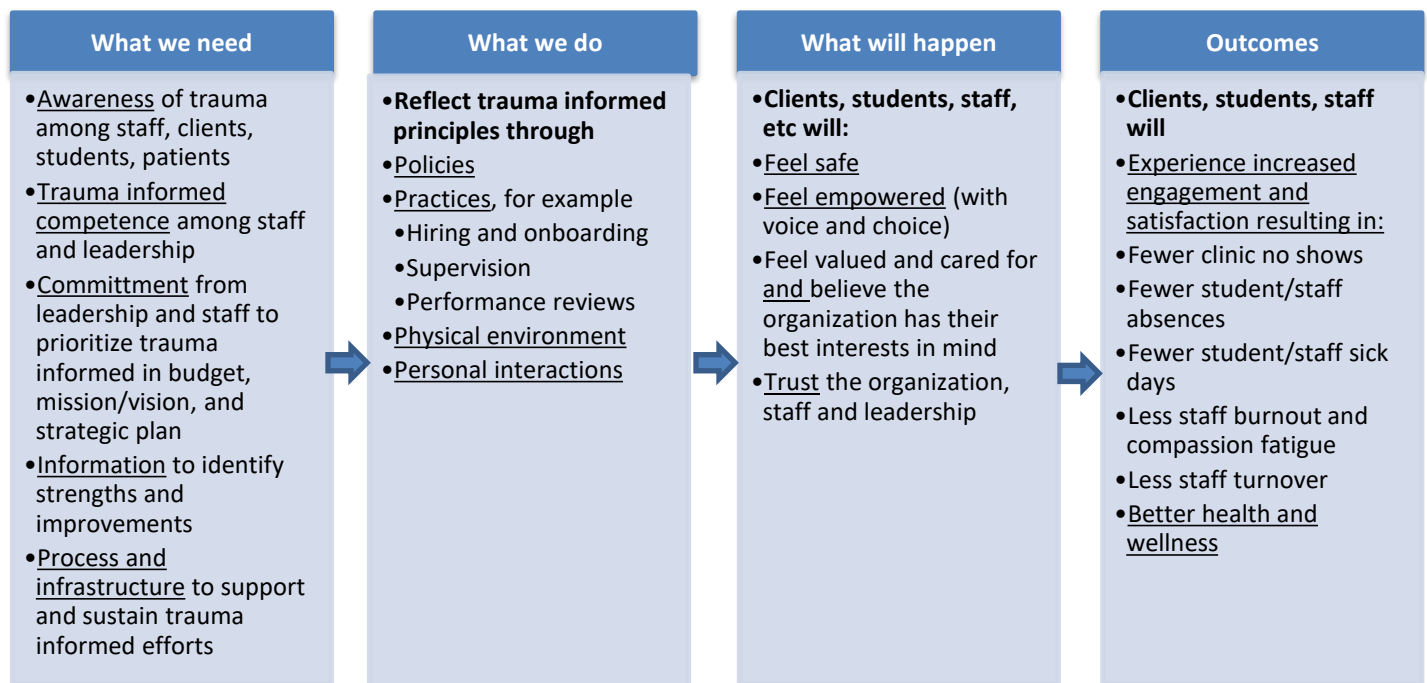
There are several best practices organizations need to be successful in the process of building trauma awareness and becoming trauma informed. These include:

- Awareness of trauma among staff, clients, students, patients, etc.
- Trauma informed competence among staff and leadership
- Commitment from leadership and staff to prioritize trauma informed principles in budget, mission/vision, strategic plan, policies, procedures, etc.
- Information to identify strengths and opportunities for improvement (assessment)
- Process and infrastructure to support and sustain trauma informed efforts.²

1 Trauma Informed Oregon. Available Online: <https://traumainformedoregon.org/resources/new-to-trauma-informed-care/what-is-trauma-informed-care/>.

2 Minnesota Department of Health Statewide Health Improvement Partnership (SHIP) grant Implementation Guide.

Below is the Minnesota Department of Health’s process for building trauma informed systems:



Funding Description:

Funding for this RFP is provided by the Minnesota Department of Health (MDH) Statewide Health Improvement Partnership (SHIP) grant to the Minneapolis Health Department (MHD).

Organizations selected for funding will be asked to complete the following activities. MHD staff will support organizations in completing these activities.

- Participate in regular meetings with MHD to review project progress (structure to be determined by MHD and partner organization, minimum of one time per month).
- Provide a statement of commitment from organization’s leadership to become trauma informed.
- Identify at least two key staff to receive training on trauma informed principles (see anticipated timeline below).
- Identified at least two key staff to participate in cohort meetings (see anticipated timeline below).
- Identify a process to share trauma informed training with additional organizational staff, as well as future hires (train the trainer model).
- Complete a trauma informed organizational assessment using an assessment tool recommended by MHD. Organizations can opt to use their own assessment tool, if desired.
- Reflect on lessons learned from the training and assessment to plan and implement trauma informed practices into organizational policies and procedures.

Project Funding

It is anticipated that up to \$300,000 will be awarded through this RFP. Applicants may apply for up to \$50,000 in funding. Projects funded will be funded for 15 months (July 2024 to September 2025).

Funds may be used for expenses associated with conducting approved activities including:

- Staffing
- Staff time to attend trainings that link to project
- Transportation (mileage, parking, etc.) All travel must be conducted in accordance with the [City of Minneapolis Travel Policy](#)
- Printing and copying
- Food for meetings/events (per the City of Minneapolis [Healthy Food policy](#))
- Other items that serve to further the goal of project.

Ineligible costs include direct lobbying expenses, capital improvements or construction projects, rental of a facility for ongoing physical activity programming, purchase of equipment like computers, monitors, printers, telephones, vehicles, or similar; capital expenditures, clothing; food that does not follow the City of Minneapolis [Healthy Food policy](#).

The City will only reimburse applicants for actual hours worked and not for the passage of time.

Anticipated timeline:

July 2024	Work with MHD staff to develop contracts (scope of work and budget)	
August-December 2024	<p>Participate in Foundations of Trauma Informed trainings</p> <ol style="list-style-type: none"> 1. August: Overview: What is trauma <ol style="list-style-type: none"> a. In person, 2 hours 2. September: Historical trauma and Minnesota populations part 1 <ol style="list-style-type: none"> a. Virtual, 2 hours 3. September: Historical trauma and Minnesota populations part 2 <ol style="list-style-type: none"> a. Virtual, 2 hours 4. October: Trauma informed care (for patients, clients, students, etc) <ol style="list-style-type: none"> a. TBD 2, hours 5. November: Trauma informed workplaces <ol style="list-style-type: none"> a. Virtual, 2 hours 6. December: Trauma informed systems and healing organizations; implementing policy, system and environmental changes <ol style="list-style-type: none"> o In person, 2 hours <p>Exact dates and whether hybrid or in person subject to change. MHD will work with funded organizations to identify day(s) and time(s) of training.</p> <p>Funded organizations will be asked to identify at least 2 staff to participate in the trainings.</p>	12 hours
December 2024	Cohort meeting to review training, discuss organizational plans for training of additional staff, and review organizational assessment tool.	2 hours
January 2024 - February 2025	Complete organizational assessment.	
March 2025	Cohort meeting to review organizational assessment findings and next steps.	2 hours

January - April 2025	Train organization staff on trauma informed principles.	
April 2025	Cohort meeting to review progress and discuss implementation of trauma informed practices into organizational policies and procedures.	2 hours
June 2025	Cohort meeting	2 hours
September 2025	Final cohort meeting to share about work and lessons learned	2 hours

Project evaluation:

All funded projects will be expected to participate in an MHD-led evaluation to measure outcomes across all projects. Time for this will be built into the project work plan.

Organizations will be asked to collect data on the following metrics:

- Demonstration of organizational commitment
- Number of people in the setting where the project is implemented (school, workplace, community, etc).
- Number and dates of events, trainings, etc. held
- Number of people reached through activities
- Progress in policy, system or environmental change planned and sustainable changes enacted
- Documentation of successes and lessons learned

Project reporting:

All project recipients will be asked to provide basic summary and activity reports to MHD. Reporting expectations and a reporting template will be provided to funded projects with contract documents.

These reports will include information such as:

- Number of individuals/staff trained
- Number of activities/trainings completed
- An account of the use of funds
- Project photos
- Description of accomplishments, challenges and lessons learned.

At the end of the project, organizations will be asked to identify which of the following markers were completed.

Note organizations will not be required to complete all of the following; however, it is recommended that organizations document which markers they hope to accomplish during the project timeline in their application:

- ☐ Whether organizational leadership has committed their time and organizational dollars to work on becoming a trauma-informed organization.
- ☐ Whether the organization has a plan to become trauma informed.
- ☐ Whether organization staff have completed trainings about how trauma impacts individuals and communities.

- ☐ Whether the organization has established an internal trauma informed team of staff who desire to assist the organization in becoming trauma informed.
- ☐ Whether the organization regularly collects information to assess and evaluate how trauma-informed policy and practice changes are conducted.
- ☐ Whether the organization added trauma-informed policies, such as requiring trauma-informed training and stating organizational commitment to being a trauma-informed organization.
- ☐ Whether the organization embedded trauma-informed practices into current organizational systems and structures, such as individual development plans, position descriptions, hiring process, new employee orientation, leadership/supervisor trainings, and ongoing trainings.
- ☐ Whether the organization modified frequent internal activities with staff to reflect trauma-informed principles. Activities include meetings, interactions, and conflict resolution.
- ☐ Whether the organization modified frequent external activities with clients, patients, customers, students, parents, and/or community members to reflect trauma-informed principles. Activities include meetings, interactions, and conflict resolutions.

Contracting and invoicing:

The City will award contracts up to \$50,000 to organizations.

Funded organizations (Consultants) will be responsible for submitting invoices to receive payment. An invoice template will be provided to each funding recipient.

All funding provided for projects will be given as a reimbursement for actual costs and expenses incurred in conducting the project. All eligible costs must be documented and accounted for by the Consultant. Consultants must be able to provide the City with receipts for all purchases to be reimbursed as well as evidence of staff time requested under this application. Expenses lacking proper documentation or public purpose and/or ineligible expenses will not be reimbursed to the Consultant.

Attachment B

Proposal Cover Sheet

Organization Information	
Project title:	
Name of Applicant (organization):	
Applicant address:	
Applicant Phone:	
Website (if applicable):	
Agency DUNS or UEI Number:	
Agency Federal Identification Number:	
Primary Contact Name and Title:	
Primary Contact Phone:	
Primary Contact Email Address:	
Total Amount Requested:	

Proposal Check list (submit all documents as one PDF):

	Completed cover sheet (Attachment B)
	Project Narrative (Attachment C)
	Project Budget and Budget Narrative (Attachment D)
	Applicant financial information

Attachment C

Project Narrative Questions

The project narrative should not exceed four (4) pages in 12-point font, single spaced, with one-inch margins, not including images or charts. The evaluation rubric can be found in Attachment E. In your response, please directly answer the following questions:

1. **Describe why your organization is interested in trauma informed training and integration of trauma informed principles into policies and procedures.** (50 points)

In your response, please be sure to include the following:

- Organization description
- Why trauma informed training is needed/wanted
- How the trauma informed training will support your staff
- How the trauma informed training will support the community your organization serves
- How the trauma informed training will increase/improve health equity

2. **Describe the current organizational support for trauma informed training and integration of trauma informed principles into policies and procedures.** (10 total points)

3. **Identify which, if any, of the following goals your organization plans to accomplish during the project funding timeline:** (10 total points)

Plan to accomplish during the project funding? (yes/no)	Goal	If yes, when do you hope to accomplish this goal?	If yes, how will you measure progress towards goal?
	Leadership has committed their time and organizational dollars to work on becoming a trauma-informed organization.		
	Organization has a plan to become trauma informed.		
	Organization staff have completed trainings about how trauma impacts individuals and communities.		
	Organization has established an internal trauma informed team of staff who desire to assist the organization in becoming trauma informed.		

	Organization regularly collects information to assess and evaluate how trauma-informed policy and practice changes are conducted.		
	Organization has added trauma-informed policies, such as requiring trauma-informed training and stating organizational commitment to being a trauma-informed organization.		
	Organization has embedded trauma-informed practices into current organizational systems and structures, such as individual development plans, position descriptions, hiring process, new employee orientation, leadership/supervisor trainings, and ongoing trainings.		
	Organization has modified frequent internal activities with staff to reflect trauma-informed principles. Activities include meetings, interactions, and conflict resolution.		
	Organization has modified frequent external activities with clients, patients, customers, students, parents, and/or community members to reflect trauma-informed principles. Activities include meetings, interactions, and conflict resolutions.		

4. **How will you leverage the project funds to sustain the changes made beyond the end of the funding?** (10 total points)

In your response, please be sure to include information on your plans to:

- Sustain staff training on trauma informed principles (include any plans for new hires, as well as “refresher” training for current staff)
- Sustain organizational assessment (does your organization have plans to complete organizational assessment to evaluate changes made and identify additional opportunities?)
- Implement trauma informed principles into policies and procedures

5. **List the staff/ individuals who will be responsible for carrying out the project and their roles. Add additional rows as needed).** (10 total points)

Name	Title	Contact information	Role on the project

Attachment D

Project Budget

6. **Budget** (10 total points)

Include a budget for how the requested funding will be used to complete the project activities. Your budget should reflect completion of items noted in the Scope of Service. Administrative fees cannot exceed 10%

- You may use your own form instead of the template, below. If you choose to use your own format, please ensure it includes enough detail, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost.
- You can add or delete lines/columns 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.

BUDGET EXAMPLE

Budget item	Description	Amount
		\$ 22,500.00
Personnel	0.10 FTE for 2 staff for 15 months to participate in trauma informed trainings and lead project implementation. = \$75,000/year * 0.15 * 2 people = \$21,000	
Supplies	Meeting supplies for training of organizational staff	\$ 1,000.00
Printing/copies	Printing of training materials	\$ 500.00
Travel	Mileage to attend trainings = 150 miles * \$0.67/mile	\$ 100.50
Administrative Costs	Applicants must clearly define or itemize anticipated costs under this budget item. A lump sum amount will be rejected.	\$ 2,410.00
BUDGET TOTAL		\$ 26,511.00

Include a budget narrative detailing expenses (required) (see outline, below).

Budget Narrative (required detail):**Personnel (salary/wages)**

List the salary/wage for all individuals who will be funded. Provide a description of their role on the project, and their qualifications for their role. Justify the time allotted to the project for each individual.

Other expenses

Please list other expenses and how they will be used to complete the project activities.

These are examples of some potential other expense categories. Not all of these will necessarily be applicable for your project, or you may have additional categories not listed. Please modify subheadings to match subheadings used in the budget table.

- Mileage: describe the purpose for the travel; provide the number of miles and the mileage rate used.
- Supplies: describe the types of supplies and their applicability to the project.
- Printing: estimate the costs for printing or photocopying and explain how the costs was derived.
- Other (specify): add an explanation for any other categories identified in the budget table.

Administrative Costs

Administrative costs incurred as part of the grant program should be reasonable to provide necessary program support and directly billed to the appropriate budget line item (i.e. salaries and fringe for accounting support, human resources or administrative staff and general office supplies and expenses) and not included as part of an organization's indirect costs. Specify the rate used and indicate what the agency costs are that are covered by the rate. No more than 10% of a project's budget can be used for administrative/overhead expenses, including staffing costs for work not directly provided in the community (e.g. executive director or project manager time not spent on direct service).

Attachment E

Evaluation Rubric

Question 1: Describe why your organization is interested in trauma informed training and integration of trauma informed principles into policies and procedures. (50 points possible)				
Points	Criteria	High	Medium	Low
XX/10	How well does the response describe the organization?	Response includes organization description that states organizational goals and communities the organization serves. (10 points)	Response includes organization description but not the community it serves. (5 points)	Response does not include organization description of the community it serves. (0 points)
XX/10	How well does the response describe why trauma informed training is needed/wanted?	Response clearly articulates why trauma informed training is needed/wanted. (10 points)	Response somewhat explains why trauma informed training is needed/wanted. (5 points)	Response does not say why trauma informed training is needed/wanted. (0 points)
XX/10	How well does the response describe how the trauma informed training will support organizational staff?	Response clearly articulates how trauma informed training will support staff. (10 points)	Response somewhat explains how trauma informed training will support staff. (5 points)	Response does not say how trauma informed training will support staff. (0 points)
XX/10	How well does the response describe how the trauma informed training will support the community served by the organization?	Response clearly articulates how trauma informed training will support community. (10 points)	Response somewhat explains how trauma informed training will support community. (5 points)	Response does not say how trauma informed training will support community. (0 points)
XX/10	How well does the response describe how the trauma informed training will improve/increase health equity?	Response clearly articulates how trauma informed training will improve/increase health equity? (10 points)	Response somewhat explains how trauma informed training will improve/increase health equity. (5 points)	Response does not explain how trauma informed training will improve/increase health equity. (0 points)
Question 2: Describe the current organizational support for trauma informed training and integration of trauma informed principles into policies and procedures. (10 total points)				
Points	Criteria	High	Medium	Low
XX/10	How well does the response describe	Response clearly describes	Response somewhat	Response does not include information

	organizational support for trauma informed training and/or integration of trauma informed principles into policies and procedures?	organizational support. If there is no organizational support, response indicates how it will be achieved. (10 points)	describes organizational support and/or does not indicate how it will be achieved. (5 points)	about organizational support and/or how it will be achieved. (0 points)
Question 3: Identify which, if any, of the following goals your organization plans to accomplish during the project funding timeline: (10 total points)				
Points	Criteria	High	Medium	Low
XX/10	How well does the response describe project goals?	Response identifies project goals, describes when they will be accomplished, and how they will be accomplished. (10 points)	Response somewhat identifies project goals and somewhat explains about when and/or how they will be accomplished. (5 points)	Response does not identify project goals. (0 points)
Question 4: How will you leverage the project funds to sustain the changes made beyond the end of the funding? (10 total points)				
Points	Criteria	High	Medium	Low
XX/3	How well does the response articulate training sustainability plans?	Response clearly describes plan for training new staff on trauma informed principles. (3 points)	Response somewhat describes plan for training new staff on trauma informed principles. (2 points)	Response does not include plan for training new staff on trauma informed principles. (0 points)
XX/3	How well does the response articulate assessment sustainability plans?	Response clearly describes plan for ongoing organizational assessment. (3 points)	Response somewhat describes plan for ongoing organizational assessment. (2 points)	Response does not include plan for ongoing organizational assessment. (0 points)
XX/4	How well does the response articulate sustainability plans for implementation of trauma informed principles into policies and procedures?	Response clearly describes plan for ongoing implementation of trauma informed principles into policies and procedures. (4 points)	Response somewhat describes plan for ongoing implementation of trauma informed principles into policies and procedures. (2 points)	Response does not include plan for ongoing implementation of trauma informed principles into policies and procedures. (0 points)

Question 5: List the staff/ individuals who will be responsible for carrying out the project and their roles. (10 total points)				
Points	Criteria	High	Medium	Low
XX/5	How well does the response articulate staff names and contact information?	Response includes staff name, title, and contact information. (5 points)	Response includes staff name but does not include title and/or contact information. (3 points)	Response does not include staff names, title or contact information. (0 points)
XX/5	How well does the response articulate staff role(s) on the project?	Response clearly describes staff role(s) on project. (5 points)	Response somewhat describes staff role(s) on project. (3 points)	Response does not include staff role on the project. (0 points)
Question 6: Budget (10 total points)				
	Criteria	High	Medium	Low
XX/5	How clear and/or accurate is the budget?	Project budget is clear and accurate. (5 points)	Project budget is somewhat clear and accurate. (3 pts)	Project budget is not clear and/or accurate. (0 pts)
XX/5	How well does the budget narrative explain how requested funds will meet project needs? Is the budget reasonable?	Project budget narrative clearly explains how requested funds will meet project needs and is reasonable. (5 pts)	Project budget narrative somewhat explains how requested funds will meet project needs and may be reasonable. (3 pts)	Project budget narrative does not explain how requested funds will meet project needs and/or is not reasonable. (0 pts)

Attachment F

Definitions and Resources

Policy, Systems, and Environmental Change Approach to Public Health (from the Public Health Law Center: *Level setting on policy, systems, and environmental change*. Available online:

<https://www.publichealthlawcenter.org/webinar/mn-level-setting-policy-systems-and-environment-change>)

Policies, systems, and environments (PSE) influence and drive people's decisions and behaviors in fundamental ways that can lead to better or worse health outcomes. They can encourage, discourage, or drive decisions and behaviors of people and organizations. Proposed projects for this RFP should work towards a policy, systems and/or environmental change to improve community wellbeing.

- **Policies** are laws, ordinances, resolutions, mandates, regulations, organizational guidelines, rules or practices. They are:
 - In writing
 - Expected to be followed by people and organizations
 - Enforceable beyond relying on social and cultural norms
- **Systems** are processes, procedures, relationships, and power structures in a community or organization; they are the way organizations and communities operate or do their work. (The way things are “typically done”)
- **Environments** are the settings and spaces within which organizations operate, and within which people live, work, study, play and pray. They can be:
 - Tangible (physical structures, “the built environment)
 - Intangible (for example, having cultural, social, or economic dynamics)

Six Trauma Informed Principles (from the Substance Abuse and Mental Health Services Administration ([SAMSHA](#)). Explanations from Trauma effective organization: 6 trauma informed care principles, University of Minnesota.)

1. **Safety:** Feeling safe decreases a person's sense of threat and allows them to thrive. In a trauma informed organization, safety means that throughout the organization, staff and the people they serve feel physically and psychologically safe.
2. **Trustworthiness & transparency:** Organizational operations and decisions are conducted with transparency and the goal of building and maintaining trust among staff, clients, and family members of those receiving services.
3. **Peer support:** These are integral to the organizational and service delivery approach and are understood as a key vehicle for building trust, establishing safety, and empowerment
4. **Collaboration & mutuality:** There is true partnering and leveling of power differences between staff and clients and among organizational staff from direct care staff to administrators. There is recognition that healing happens in relationships and in the meaningful sharing of power and decision-making. The organization recognizes that everyone has a role to play in a trauma-informed approach. One does not have to be a therapist to be therapeutic.
5. **Empowerment & choice:** Throughout the organization and among the clients served, individuals' strengths are recognized, built on, and validated and new skills developed as necessary. The

organization aims to strengthen the staff's, clients', and family members' experience of choice and recognize that every person's experience is unique and requires an individualized approach. This includes a belief in resilience and in the ability of individuals, organizations, and communities to heal and promote recovery from trauma. This builds on what clients, staff, and communities have to offer, rather than responding to perceived deficits.

6. **Cultural, historical & gender issues:** The organization actively moves past cultural stereotypes and biases (e.g., based on race, ethnicity, sexual orientation, age, geography), offers gender responsive services, leverages the healing value of traditional cultural connections, and recognizes and addresses historical trauma.

Examples of Trauma Informed Assessment tools: (note these are examples. MHD will provide an assessment tool for funded organizations. Organizations can choose to use their own assessment tool, if preferred)

- Creating Cultures of Trauma-Informed Care (CCTIC): A Self-Assessment and Planning Protocol: <https://traumainformedoregon.org/wp-content/uploads/2014/10/CCTIC-A-Self-Assessment-and-Planning-Protocol.pdf> (Source: Community Connections; Washington, D.C. Roger D. Fallot, Ph.D. and Maxine Harris, Ph.D.)
- Trauma Informed System Change Instrument: Organizational Change Self-Evaluation – The Current System: <https://traumainformedoregon.org/wp-content/uploads/2014/10/Trauma-Informed-System-Change-Instrument-Organizational-Change-Self-Evaluation.pdf> (Source: Southwest Michigan Children's Trauma Assessment Center).
- Trauma-Informed Care Implementation Assessment Tool: <https://traumainformedoregon.org/wp-content/uploads/tool-tio-trauma-informed-care-fidelity-assessment-instrument-2023-08-21.pdf> (Source: Trauma Informed Oregon)
- Trauma-Responsive Systems Implementation Advisor Self-Assessment: <https://www.hca.wa.gov/assets/program/trauma-informed-self-assessment-epower.pdf> (Source: Empower Associates)

Attachment G -- RFP Terms & Conditions

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000

(Revised: Jan 15, 2019)

The General Conditions are terms and conditions that the City expects 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 three (3) sections. Some negotiation is possible to accommodate the Consultant'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 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.

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 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, Insurance Declaration. 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 sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

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, \$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 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 the expiration of the contract.
- 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 provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. Indemnity and 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 for violations of the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

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

5. Subcontracting

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. 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 which will not be withheld or delayed unreasonably.

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 substandard 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

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, 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. 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.

14. 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 requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. 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.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant 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 Consultant may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), 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.

17. 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.

18. 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 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.

19. 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>).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

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

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

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

26. 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 Consultant 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 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.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). 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 <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. 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 Consultant.
- 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 Consultant 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 Consultant.
- 7. Entirety of Contract** -- This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

Attachment H

Special Conditions for Federal and State Grant Funded Contracts (Revised: October, 2020)

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 (2 C.F.R. Part 200 Appendix II). 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."

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 \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Sub-award Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsrs.gov for details).

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 AWARDED 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)