

Culturally-Specific Capacity Building Notice of Funding Availability (NOFA)

August 22, 2019

Background: Minnesota has one of the worst racial disparities in homeownership. To combat these disparities, the City of Minneapolis has a goal of building capacity within communities that have been historically marginalized and disenfranchised.

Purpose: The Culturally-Specific Capacity Building Notice of Funding Availability seeks applications to fund initiatives/programs that build capacity with and in communities that have been historically marginalized and disenfranchised, support housing stability and offer tools to close the racial disparity gap in homeownership.

Any entity authorized to do business in Minnesota, in good standing with the Secretary of State, is encouraged to apply. We are accepting applications for activities, programs and initiatives that address barriers to housing acquisition or stability within communities that have been historically marginalized and disenfranchised.

The City of Minneapolis has up to \$80,000 of one-time funding available to support this effort. The maximum funding awards will not exceed \$20,000 per proposal. Only one proposal per organization will be funded.

Eligible Activities:

I. Strengthening of organization service delivery including but not limited to:

- a. Administration of financial and/or home ownership counseling
- b. Culturally-specific marketing of services
- c. Housing acquisition or stability program implementation and/or continuation

II. The services should include *at least two* of the following:

- a. Financial counseling services such as banking, savings and investments
- b. Credit education/building, repairing and/or maintaining credit
- c. Budget creation and debt reduction
- d. Home ownership counseling services
- e. Overall sustainability—self-sufficiency and wealth building education/counseling

III. Report out on outcomes during the 12-month funding period

- a. Quarterly reporting
- b. Demographics served (race, ethnicity, household income, geographical location, etc.)
- c. Measured outcomes

IV. Agreements for implementation and reporting is estimated to be January 1, 2020 through December 31, 2020.

Application Schedule

Culturally Specific NOFA Release	Thursday, August 22, 2019
Questions on NOFA Due by	Thursday, August 29, 2019
Responses to Questions Posted by	Wednesday, September 4, 2019
Applications Due by	4:00 pm on Thursday, September 19, 2019
Estimated Selection of Organizations	November 13, 2018
Estimated Agreement start date	January 1, 2020
Estimated Agreement end date	December 31, 2020

Evaluation of Applications – Selection of Organizations

Applications will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Community Planning & Economic Development (CPED) and other City staff assistance as they might require. Evaluations will be based on the following:

- I. Quality, thoroughness, and clarity of application
- II. Culturally specific model and approach
- III. Organizational staff and/or board representation reflective of community being served
- IV. Beneficial impact to/with the community that is being served
- V. Ability to measure and report on expected outcomes

Department Contact/Requests for Clarification

The Organization's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the NOFA. Prospective applicants shall direct inquiries/questions ***in writing only*** to:

Contract Manager: Aarica Coleman, Senior Project Coordinator
Residential & Real Estate Development Workgroup
Department of Community Planning & Economic Development
105 5th Avenue South, Suite 200
Minneapolis, MN 55401
Email: Aarica.Coleman@minneapolismn.gov (*Preferred*)

All questions are due no later than **4:00 PM (Minneapolis Time), August 29, 2019**. Responses to the Questions will be posted by **September 4, 2019** on the CPED website at: http://www.minneapolismn.gov/cped/cped_rfp (under "Housing Development")

General Conditions

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

1. City's Rights

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

2. Equal Opportunity Statement

The Subrecipient 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 Subrecipient. Among the federal, state and city statutes and ordinances to which the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient. Any policy deductibles or retention shall be the responsibility of the Subrecipient. The Subrecipient 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 Subrecipient'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 Subrecipient shall require any of its subcontractors, if subcontracting is allowable under this Contract, to comply with these provisions, or the Subrecipient will assume full liability of the subcontractors.

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

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

4. Hold Harmless

The Subrecipient 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 Subrecipient's insurance coverage, arising directly from any negligent act or omission of the Subrecipient, its employees, agents, by any sub-contractor or sub-Subrecipient, and by any employees of the sub-contractors and sub-Subrecipients of the Subrecipient, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Subrecipient to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Subrecipient and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

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

5. Subcontracting

The Subrecipient shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Subrecipient shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Subrecipient has received payment from the City.

6. Assignment or Transfer of Interest

The Subrecipient shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Subrecipient shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Subrecipient 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 Subrecipient 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 Subrecipient within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Subrecipient 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 Subrecipient and shall inform the Subrecipient 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 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 Subrecipient 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 Subrecipient or other persons engaged in the performance of any work or services required by Subrecipient under this Contract shall be considered

employees or subcontractors of the Subrecipient 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 Subrecipient.

11. Accounting Standards

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

12. Retention of Records

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

13. Data Practices

The Subrecipient 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 Subrecipient and any of the Subrecipient's 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 Subrecipient 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 Subrecipient concerning data requests. The Subrecipient agrees to hold the City, its officers, and employees harmless from any claims resulting from the Subrecipient's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Subrecipient(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

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

15. Living Wage Ordinance

The Subrecipient may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Subrecipient and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16. Applicable Law

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

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Subrecipient's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Subrecipient is allowable and approved for this Contract, then Subrecipient travel expenses shall be reimbursed in accordance with the City's [Subrecipient Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

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

As it applies to the Subrecipient, the City's Code of Ethics will also apply to the Subrecipient in its role as an "interested person" since Subrecipient has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Subrecipient 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 Subrecipient all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Subrecipient, the City shall pay Subrecipient 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 Subrecipient under this Contract shall, at the option of the City, become the property of the City, and the Subrecipient 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 Subrecipient 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 Subrecipient. The City may, in such event, withhold payments due to the Subrecipient 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 Subrecipient, from asserting any other right or remedy allowed by law, equity, or by statute. The Subrecipient has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Subrecipient.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Subrecipient.

23. Intellectual Property

All Work produced by the Subrecipient under this Contract is classified as "work for hire" and upon payment by the City to the Subrecipient 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 Subrecipient 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 Subrecipient represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Subrecipient 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 Subrecipient's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Subrecipient (or any subcontractor of sub-Subrecipient of the Subrecipient) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Subrecipient and any of Subrecipient’s subcontractors 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 Subrecipient shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Subrecipient shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Cardholder Data and Security Standards

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

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

If the Subrecipient’s services include the storage of City data using a cloud based solution, then the Subrecipient agrees to secure the data as though it were “private data” as defined in Minnesota Statutes, Chapter 13. The Subrecipient 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 Subrecipient agrees to provide a .pdf copy to the City’s Contract Manager, upon the Subrecipient’s receipt of the audit results.

28. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City’s marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Subrecipient shall inform the Contract Manager to obtain authorization as stated under the section titled “Subcontracting” of the Terms and Conditions. Subrecipient shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnu cp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

