

The City of Minneapolis (“City”) is seeking proposals from organizations to administer the Façade Improvement Matching Grant Program in the City’s Great Streets [eligible areas](#).

### **Program Objectives**

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Neighborhood business districts function as the front door of our neighborhoods and shape our perceptions of a neighborhood. A welcoming, vibrant business district sends a powerful, positive message about the neighborhoods surrounding it, just as a poorly maintained or vacant row of storefronts conveys a negative impression. The Great Streets Façade Improvement Matching Grant Program seeks to stimulate visible investment in businesses and buildings, attract new businesses to vacant storefronts, support healthy and attractive neighborhood business districts, enhance the sense of place, and provide a resource that administering organizations can offer businesses in their service area.

### **Program Administration**

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Organizations awarded contracts will administer the Façade Improvement Matching Grant Program, consistent with Great Streets Program guidelines, including, but not limited to the following.

- Organizations disburse matching grants on a reimbursement basis to business and property owners for eligible exterior improvements to commercial buildings.
- In monitor and support areas, one matching grant can be a maximum of \$5,000 per business or building storefront. In intervene areas; a matching grant can reach up to \$7,500.
- All grants must be matched. Intervene and support areas have a 1:1 public private match while monitor areas have a 1:2 public private match ratio.
- Great Streets Matching Grants can pay for many exterior façade improvements, including painting, tuck-pointing, doors, windows, awnings, murals, and exterior lighting. For a full list of eligible and ineligible activities, see the Business Guidelines (Exhibit 1).
- The City of Minneapolis requires permits for most projects. Business and building owners must work with City staff on designs and obtain all necessary permits before beginning work.
- The City has developed a set of standard materials for program implementation, including Business Guidelines (Exhibit 1), a Business Application and Participation Agreement (Exhibit 2), and [Façade Design Guide](#) (Exhibit 3). Organizations review façade grant applications against these design guidelines.
- The maximum contract amount is \$50,000, and the standard contract length is three years.
- During the contract period, an annual report (Exhibit 4) is required. The report helps staff identify best practices to be shared with other administrators and make program improvements.
- Program administration costs of up to 15 percent of the total award are allowed under the contract and are disbursed as an additional 15% of each grant amount.
- Organizations must submit all grant disbursement materials online through the City’s SharePoint website.

### **Organizations Eligible to Respond**

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Eligible organizations include community development corporations, business associations, neighborhood organizations, and other entities that have demonstrated capacity to perform the work, such as staff devoted to business development activities and past organizational or staff experience providing assistance to businesses and managing contracts. Organizations lacking this experience and capacity are encouraged to submit a partnership proposal with an organization that does have this staff capacity.

Program administrators are responsible for:

- Marketing the grant program,
- Assisting property and business owners with any or all steps of the grant process,
- Keeping thorough records and tracking each awarded grant,
- Reviewing applications for eligibility,
- Assisting applicants with achieving high-quality improvements, and
- Providing the City with all required documentation.

In order to make limited monies available for façade grants as broadly as possible, organizations and/or areas with significant remaining balances on existing façade contracts or more than one open façade contract **are not eligible** to submit proposals in response to this RFP. Organizations may submit a proposal if they have one open façade contract with 75 percent of the grant funds (excluding administrative fees) drawn down or committed. Committed funds are those allocated in an approved and signed Business Application and Participation Agreement with a business or property owner. Participation Agreements are active when the business or property owner is still working toward completing the project or has completed the project and is working to submit completion documentation.

### **Eligible Areas for Program Grants**

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Organizations can apply to administer the program in one or more eligible areas. The eligible areas can be found on the [Great Streets home page](#). Eligible areas include:

- Commercial corridors - properties within one block of the corridor in either direction,
- LRT station areas - properties within ½-mile radius of the station,
- Commercial nodes - properties within boundaries identified in the [Minneapolis Plan for Sustainable Growth](#), and
- Activity Centers - properties within boundaries identified in the Minneapolis Plan for Sustainable Growth.

### **Area Prioritization**

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The Great Streets program prioritizes City matching grant investment in areas with demonstrated need based on several measures of economic health, need, and opportunity. Priority is given to applications for assistance in intervene and support areas. Match requirements and maximum grant amounts are set to maximize leverage of private dollars in strong market areas, while providing more subsidies to economically weaker business districts.

#### **Intervene**

- Areas experiencing economic disinvestment and limited private sector interest
- 1:1 match with a \$7,500 maximum grant (\$7,500 grant when matched by \$7,500 private investment)

#### **Support**

- Areas with private sector activity, though with market, infrastructure, or site assembly barriers
- 1:1 match with a \$5,000 maximum grant (\$5,000 grant when matched by \$5,000 private investment)

#### **Monitor**

- Areas with generally strong market activity
- 1:2 match with a \$5,000 maximum grant (\$5,000 grant when matched by \$10,000 private investment)

### **Proposal Submission and Deadline**

Applicants must email their proposal, using the Proposal Submittal Form, on or before Friday, November 16, 2018 at 4:00 p.m. to [judy.moses@minneapolismn.gov](mailto:judy.moses@minneapolismn.gov). Proposals will not be accepted after the deadline. The City will acknowledge receipt of proposals by emailing the contact emails listed with a courtesy email within 48 hours of receiving the proposal. It is the responder's responsibility to assure they submit their proposal on time. Proposals that are non-responsive to the Façade Improvement Matching Grant Program Request for Proposals and proposals which lack responses to one or more of the fields will not be considered for funding.

### **Review and Selection Process**

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Proposals will be scored according to the point totals listed within the proposal submittal form. For area priority, applications will receive one of three numbers (intervene 10, support 5, or monitor 0). For applications with multiple areas, the higher point designation will apply.

A review team will assess the responsive proposals and make a recommendation to the City Council for funding. The City, in its sole discretion, may modify the criteria upon which it bases its final decisions regarding the selection of participants in this program. Portions of the proposal contents, and any clarification to the contents submitted by the successful applicant, may become part of the contractual obligation if a contract is awarded. The City reserves the right to reject any or all proposals and negotiate modifications to an entire proposal to create a contract of lesser or greater magnitude than described in the submitted proposal.

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### **Anticipated Timeline**

Submission deadline for proposals:	Friday, November 16, 2018
Staff review/evaluation of proposals:	December 2018
Recommendation to City Council:	January 2019
Execution of contracts:	February 2019
Contract start date:	March 1, 2019

### **City Contracting Requirements**

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City requirements vary depending on the type of assistance being provided. The following list may not be exhaustive.

- 1) **Data Practices** – The recipient must agree to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality and hold

the City and its officers and employees harmless from any claims resulting from the recipient's unlawful disclosure or use of data protected under state and federal laws.

- 2) **Intellectual Property** – The recipient must agree to provide the City the right to a royalty-free, non-exclusive license to reproduce, publish or otherwise use and to authorize others to use any intellectual property created using the grant funds. Work covered by this provision shall include inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, electronic files, specifications, materials, tapes, or other media.
- 3) **Billboard Advertising** – Through Ordinance 544.120, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.
- 4) **Conflict of Interest/Code of Ethics** – Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Grantee are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Grantee to avoid any situation that may give rise to a "conflict of interest."

As it applies to the Grantee, the City's Code of Ethics will also apply to the Grantee in its role as an "interested person" since Grantee has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials. The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Grantee understands that making a grant for the benefit of a property in which Grantee has a financial interest is considered a Conflict of Interest. The Grantee further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Grantee hereunder. The Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that in the performance of this Agreement no person having such an interest shall be employed by the Grantee hereunder. Grantee understands that using proceeds of any grant for the benefit of a property in which Grantee has a financial interest is considered a conflict of interest, unless:

- a. Any grants are made available to all businesses in the community who meet Program requirements through a fair, open and competitive process, as approved by CPED staff; and,
  - b. The improvements made by any business do not directly benefit a building owned by Grantee (e.g. making a grant to a business tenant in Grantee's building for window replacement would not be acceptable; making a grant for signage specific to the business of the tenant would not be a conflict).
- 5) **Hold Harmless** – The recipient shall agree to defend, indemnify and hold the City harmless from any and all claims or lawsuits that may arise from the recipient's activities under the provisions of the Contract, that are attributable to the acts or omissions, including breach of specific contractual duties of the recipient or the recipient's independent contractors, agents, employees or officers.
  - 6) **Insurance** – Recipient shall provide evidence of and continually maintain throughout the term of this Agreement, workers' compensation insurance in accordance with statutory requirements. The Grantee shall also provide evidence of and continually maintain: (i) commercial general liability insurance which shall include contractual liability coverage, (ii) automobile insurance for any vehicle owned by the Grantee, and (iii) hired/non-owned automobile insurance (if Grantee or Grantee's independent contractors will be driving automobiles while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per

occurrence with aggregate coverage of \$1,000,000.

- 7) **Non-discrimination** - Activities financed with City funding must be open and available to all qualified participants. Administrating organizations must agree to not discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age (40 – 70), marital status, or status with regard to public assistance.

#### **RFP Inquiries**

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Prospective responders may direct questions by email to the department contact person:

Judy Moses: [judy.moses@minneapolismn.gov](mailto:judy.moses@minneapolismn.gov)

All questions related to this RFP are due by Tuesday, October 30th, 2018. Questions will be answered in writing and posted on the CPED website by Tuesday, November 6, 2018 at <http://www.minneapolismn.gov/cped/rfp/index.htm>. The department contact cannot vary the terms of the RFP.

#### **Exhibits**

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1. Business Guidelines
2. Business Application and Participation Agreement
3. [Façade Design Guide](#) (online only)
4. Annual Report
5. Proposal Submittal Form