

Proposed RFP Guidelines



Request for City Council Committee Action From the Department of Community Planning and Economic Development

Date: June 21, 2004

To: Council Member Johnson, Chair, Ways & Means Committee

Subject Empowerment Zone Homeownership Request for Proposals (RFP)

Recommendation

- (1) Approve the guidelines for the Empowerment Zone Homeownership RFP.
- (2) Approve \$1 million in federal Empowerment Zone funds for the Homeownership RFP.

Submitted by Kim W. Havey, Director, Empowerment Zone, 673-5016

Approved by Chuck Lutz, Deputy Director, Community Planning and Economic Development

Presenter in Committee Jenny Yanke, Empowerment Zone, 673-5115

Financial Impact

- No financial impact - or - Action is within current department budget.
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves

- Request provided to the Budget Office when provided to the Committee Coordinator

Community Impact

Comprehensive Plan: The proposed RFP is consistent with housing goals outlined in the Minneapolis Plan, specifically section 4.10 stating that "Minneapolis will increase its housing that is affordable to low and moderate income households." Priorities in this RFP incorporate implementation steps from the Minneapolis Plan to "Support mechanisms such as community land trusts and housing cooperatives to create long term affordable housing;" and "Improve access of low-income families to sources of housing financing."

Background/Supporting Information

On June 17, 2004 the Empowerment Zone Governance Board reviewed and approved the proposed Empowerment Zone Homeownership RFP guidelines.

Through the proposed RFP the Empowerment Zone (EZ) seeks organizations that can provide resources and programs to increase homeownership in the EZ, especially an increase in homeownership for people of color, new arrivals and low-income individuals or families.

Proposals will be requested for the following services:

1. Pre-Purchase Assistance – through outreach and education
2. Purchase Support – through development and/or affordability gap financing
3. Post-Purchase Support – through continued education, home improvements and/or mortgage foreclosure prevention.

Proposed RFP Guidelines

The proposed Homeownership RFP guidelines are attached.

Proposed RFP Guidelines

RFP Goal: To increase the homeownership percentage in the Minneapolis Empowerment Zone, especially for people of color.

RFP Strategy: Provide federal Empowerment Zone funds to support and build collaborative efforts that will utilize current programs and leverage additional resources.

I. Overview & Background Information

A priority for the Minneapolis Empowerment Zone (EZ) Governance Board is to increase the number and percentage of homeowners in the EZ, especially homeowners that are people of color, new arrivals and low-income individuals or families.

The federal empowerment zone initiative is a holistic economic development program with federal dollars and tax incentives available for geographically designated areas of Minneapolis.

There are 3 specific areas that make up the Minneapolis EZ. Please see the attached maps and/or the EZ web site (www.ci.minneapolis.mn.us/ez) for the boundaries of the EZ.

The primary goals for the Minneapolis EZ are economic development and housing, with support goals in community based services, education, and safety strategies. The housing goals and strategies identified in the 2002 - 2005 Minneapolis EZ Strategic Plan are to: Increase lifecycle affordable housing for EZ residents, especially low-income residents; and Increase the percentage of homeowners in the EZ.

The purpose of this RFP is to focus on the second EZ housing goal, to increase the percentage of homeowners in the EZ, especially an increase in homeownership for people of color, new arrivals and/or low-income individuals or families.

This RFP is consistent with housing goals outlined in the "Minneapolis Plan," specifically section 4.10 stating that "Minneapolis will increase its housing that is affordable to low and moderate income households." Priorities in this RFP incorporate implementation steps from the Minneapolis Plan to "Support mechanisms such as community land trusts and housing cooperatives to create long term affordable housing;" and "Improve access of low-income families to sources of housing financing."

II. RFP Goals

The total amount of funding available through this Request for Proposals (RFP) is \$1,000,000. The Empowerment Zone (EZ) Governance Board seeks an organization or collaboration of organizations to utilize EZ funds and leverage additional resources to increase the percentage of homeowners in the EZ, especially an increase in homeownership for people of color, new arrivals and low-income individuals or families.

The end goal of the RFP is to increase the percentage of homeowners in the EZ, especially homeowners that are people of color and new arrivals by:

- Supporting 200 – 300 individuals or families in achieving sustainable homeownership;
- Providing and leveraging financing to make homes affordable; and
- Assisting residents of the EZ in maintaining homeownership sustainability.

Ideally the EZ Governance Board is seeking organizations or collaborative groups to build on existing initiatives and leverage resources to provide the following services:

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1. Outreach and Education – to residents in the EZ, especially people of color and new arrivals.
2. Purchase Support/Financing – to make homes affordable for residents in the EZ.
3. Post-Purchase Support – to increase homeownership sustainability for residents in the EZ.

III. Scope of Service

Outlined below are basic criteria for each RFP component. See Attachment A for a diagram of RFP strategies to increase homeownership.

1) Pre-Purchase: Outreach & Education

Outreach and education should utilize an approach that removes barriers to homeownership, especially for people of color and new arrivals. Outreach examples may include community organizing, informational seminars, collaborations with lenders and realtors, or other strategies. Education programs may include information about predatory lending, credit issues, budgeting, the homeownership process, or other guidance to assist residents of the EZ in becoming successful homeowners.

Maximum RFP Amount allowed: 20% of total RFP

Minimum Requirements:

- Outreach must be targeted to residents of the EZ.
- At least 75% of individuals or families served must be residents of the EZ.
- Education must include homeownership classes provided by organizations with at least 2 years of experience serving residents of the EZ.

EZ Priority: Highest priority will be given to education and outreach proposals that are both cross-cultural (serving the diverse community of the EZ) and cross-geographical (including all 3 areas of the EZ).

2) Purchase Assistance/Financing

To provide purchase assistance and housing opportunities for residents of the EZ financing may be provided for both development cost gap and/or buyer affordability gap. In no case shall the total combined gap financing exceed \$25,000 in total Empowerment Zone funds. If the total “gap” financing needed exceeds \$25,000 other sources of funds must be used.

Development cost gap financing is available to construct or rehabilitate homes in the EZ. Development cost gap is financing needed for the difference between the cost of the necessary improvement/construction of a home and the market value of the home upon sale.

Buyer affordability gap financing is available for homebuyer initiated programs. This could include the purchase of a newly constructed home or an existing home in the EZ. Buyer affordability gap is the financing needed for the difference between the market value of the home upon sale and the maximum amount that the homebuyer qualifies for to purchase.

Maximum RFP Amount allowed: 60% of total RFP

Minimum Requirements:

- All homes must be in the EZ.

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- EZ funds may be used to provide up to \$25,000 of the total “gap” financing. This means that Empowerment Zone funds can be used for both affordability gap financing and development financing, but that the total amount may not exceed \$25,000/home.
- Beneficiaries (new homeowners) of financing must earn less than 80% of Metro Median Income (MMI), but preferably less than 50% of MMI.
- Projects of 10 or more units will be required to comply with the City of Minneapolis affordable housing policy (at least 20% of units must be affordable at less than 50% of MMI).

EZ Priority: Priority will be given to proposals that utilize a program with perpetual or long-term affordability. Perpetual or long-term affordability means that the first owner is not the only owner of the home to benefit from subsidies that reduce the home cost. For example, community land trusts, limited equity cooperatives, or similar programs.

3) Post-Purchase Support

Examples of post purchase support include homeowner education, counseling, home improvement programs, mortgage foreclosure prevention, and other resources or programs to support residents of the EZ in maintaining homeownership.

Maximum RFP Amount allowed: 20% of total RFP

Minimum Requirements:

- Recipients of support must reside in the EZ.
- Recipients that receive any direct financial support must reside in the EZ and earn less than 80% of Metro Median Income (MMI), but preferably less than 50% of MMI.
- Providers of mortgage foreclosure prevention programs must have at least 2 years of experience serving residents of the EZ.

EZ Priority: Highest priority will be given to post-purchase support proposals that are both cross-cultural (serving the diverse community of the EZ) and cross-geographical (including all 3 areas of the EZ).

Administration

A maximum of 10% of total funds requested may be for program administration. All expenses (program and administration) will be reimbursed based on an approved budget and appropriate documentation of expenses paid and services provided to residents of the Minneapolis EZ.

IV. Minimum Requirements & Eligibility

Organizations, non-profit or for-profit, with at least 2 years experience serving residents of the Empowerment Zone are eligible to apply. Highest priority will be given to collaborative efforts that are both cross-cultural and cross-geographical.

Minimum Requirements - The proposing organization or collaboration of organizations must:

- Have at least 2 years experience serving residents of the Empowerment Zone.
- Serve all areas of the EZ, which includes designated areas in North, South, Northeast and Southeast Minneapolis.

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- Identify a minimum of a 1:1 dollar match for EZ funds requested (in-kind contributions are encouraged, but not considered matching funds).
 - Demonstrate site control over the project area (for development gap projects only).
- Priority will be given to organizations or collaborations of organizations that:
- Are cross-cultural (serving the diverse community of the EZ).
 - Are cross-geographical (serving all areas of the EZ).
 - Are based in the Empowerment Zone or have active partners in the Empowerment Zone.
 - Utilize a perpetual affordable housing program (applicable only to purchase assistance/ financing).

If approved funding recipient(s) must:

- Complete all applicable federal and local reviews, including environmental, historic, lead requirements and minority-based and women-based contractor certifications.
- Demonstrate appropriate insurance coverage.
- Comply with the City of Minneapolis Parts II & III general requirements and special requirements for federal grant funds (see attached, pages 10 - 26).
- Report and document progress annually on approved milestones and output measurements to the Empowerment Zone office for reporting to the U.S. Department of Housing and Urban Development (HUD). All reporting will require documentation that housing units affected and residents served are in the federally designated Empowerment Zone areas*. Reports will be reviewed locally and federally and are subject to audit.

* Please note that the EZ does not include all of Minneapolis. There are 3 specific areas with a total of approximately 50,000 residents. For Empowerment Zone areas please see the attached maps or visit www.ci.minneapolis.mn.us/ez.

V. RFP Schedule

RFP Distribution	July 19, 2004
Informational Meetings	August 3 and 10, 2004
Proposals Due	September 30, 2004, 4:00pm
EZ Governance Board Approval	December 9, 2004
City Council Approval	December 23, 2004
Begin Program Contracting and Training	January 1, 2005
Program Period & Reporting 2007	January 1, 2005 – December 31, 2007

EZ funding commitments will remain in place through December 31, 2005. Reservations will expire on January 1, 2006 for organizations that do not have an approved contract for funds.

VI. Informational Meetings

There will be 2 RFP informational meetings. Attendance at the informational meetings is not required, but is encouraged. Private meetings will not be scheduled.

Date: August 3, 2004
Time: 2:00 – 3:00pm

Date: August 10, 2004
Time: 6:00 – 7:00pm

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Location: To be determined

Location: To be determined

VII. Application Due Date and Location

Applications are due on or before **September 30, 2004**

Time: 4:00pm

Location: City of Minneapolis Procurement Division

552 Towle Building

330 Second Avenue South

Minneapolis, MN 55401 - 2211

Late applications will not be accepted.

VIII. Department Contact

Please direct written inquiries to:

Jenny Yanke, Minneapolis Empowerment Zone

105 5th Avenue South, Suite 200 *

Minneapolis, MN 55401

Phone: 612-673-5115

Fax: 612-673-5293

E-mail: jenny.yanke@ci.minneapolis.mn.us

* This is not the delivery address for RFP applications. Delivery address: City of Minneapolis Procurement Division, 552 Towle Building, 330 Second Avenue S. Minneapolis, MN 55401

Please note that all questions must be submitted in writing, and will be answered in writing and available to all proposers. Written comments will be available at the Empowerment Zone web site (www.ci.minneapolis.mn.us/ez) or by contacting the Empowerment Zone office.

IX. Proposal Format and Submittals

Proposals may be no longer than 8 pages* using 12 point Times New Roman font (or similar) and 1-inch margins. Please number all pages and follow steps 1 – 10 of the listed format.

* Additional pages may be submitted for item numbers 1 (cover sheet), 7 (sources & uses statement), 8 (letters of collaboration), 9 (financial statements) and the Small and Underutilized Business Program appendices noted in item 5. These pages will not be counted as part of the 8-page limit.

1. Cover Sheet

Please fill out the attached "Proposal Cover Sheet."

Proposers may respond to 1, 2 or all 3 RFP categories (outreach and education, financing and/or post-purchase support). This should be indicated on the cover sheet. A separate proposal must be completed for each RFP component in which funds are requested. Each proposal may be up to 8-pages. Complete items 2 – 8 for each proposal.

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Please note that the Empowerment Zone is looking for organizations with a willingness to collaborate and may recommend joint-efforts among proposals. This may include selecting 0, 1, 2 or 3 of any proposals submitted by a proposer.

2. Scope of Service & Program Tasks

Describe how services (see “Section III. Scope of Service”) will be provided. Include a detailed work plan and timeline for each category proposed. The work plan and timeline must include an outline of services that will be provided and projected dates for the service. Significant points of progress should also be included as projected milestones in Section 6. “Required Reporting – Benefit to EZ Residents.”

Listed below are minimum information requirements for each proposal.

1) Pre-Purchase: Outreach and Education

- Description of services.
- Work plan and timeline.
- Strategy for outreach to current residents in the EZ.
- Strategy for outreach to people of color and new arrivals.
- Describe how efforts will be cross-cultural (serving the diverse community of the EZ).
- Describe how efforts will be cross-geographical (ensuring equal coverage throughout the EZ areas).
- Summary of resources or programs that will be utilized in addition to EZ funds.

2) Purchase Assistance

- Description of services or project.
- Work plan and timeline.
- Strategy for outreach to people of color and new arrivals.
- Describe how efforts will be cross-cultural (serving the diverse community of the EZ).
- Describe how efforts will be cross-geographical (ensuring equal coverage throughout the EZ areas).
- Summary of resources or programs that will be utilized in addition to EZ funds.
- Explanation of how dollars will be connected to a lending product (if funds will be used for buyer affordability gap financing).
- Evidence of site control (if funds will be used for development cost gap financing).

3) Post-Purchase Support

- Description of services.
- Work plan and timeline.
- Strategy for increasing homeownership sustainability for residents in the EZ.
- Strategy for outreach to people of color and new arrivals.
- Describe how efforts will be cross-cultural (serving the diverse community of the EZ).
- Describe how efforts will be cross-geographical (ensuring equal coverage throughout the EZ areas).
- Summary of resources or programs that will be utilized in addition to EZ funds.

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3. Experience and Capacity

Describe the background and experience of the implementing organization and partners in providing required services. The description should address the minimum requirements for eligibility and priorities identified in “Section IV. Minimum Requirements & Eligibility.”

4. References

List references from programs or projects similar in size and scope.

5. Personnel Listing

List the organization and individual(s) who are responsible for implementing the program or project along with specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program (SUBP).

SUBP Ordinance requires that all proposals over \$50,000 for professional services or \$100,000 for construction include a completed “Every Available and Reasonable Effort Criteria Questionnaire (Appendix One)” and “Contractor Participation Form (Appendix Two).” See pages 15 - 18.

6. Required Reporting – Benefit to EZ Residents

Submit projected milestones and output measurements for the proposal. Examples are listed below. Reports and documentation of progress on approved milestones and output measurements will be due annually to the Empowerment Zone office for a report to the U.S. Department of Housing and Urban Development (HUD).

Milestones

Milestones indicate significant points of progress for the proposed program or project. Provide 3-5 milestones with projected start and end dates.
Example: Construction of new homes (3/1/06 – 12/31/06)

Output Measurements

Each program or project is responsible for meeting 1 or more HUD output measurement. Include a projected number for each output measurement applicable to the proposed program(s).

Example:

New Housing Construction Projects

- Number of new units [projected: 100]

Please select from this list of pre-determined HUD output measurements:

1. New Housing Construction Projects
 - Number of new units
2. Housing Rehabilitation Projects
 - Number of rehabilitated units
3. Homeownership Programs
 - Number of homeownership programs
 - Number of EZ residents served
4. Other Housing Programs

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- Number of other housing programs
- Number of EZ residents served

7. Sources & Uses Statement/Leverage

Include a sources and uses statement. List all sources of funding and indicate which sources are committed and which are pending. Please note that Empowerment Zone funds must be matched at a minimum of a 1:1 ratio of funding requested (this does not include in-kind commitments).

Include a program and administration (if administration funds are requested) budget. Indicate the period covered by the budget. The budget should be for a 2-year period with a starting date for use of funds after January 1, 2005, but before December 31, 2005.

8. Letters of Collaboration

Collaborations and partnerships will be essential in utilizing Empowerment Zone funds. Explain how collaborative efforts will be cross-cultural (serving the diverse community of the EZ) and cross-geographical (ensuring equal coverage through out the EZ areas). Include letters of collaboration explaining the collaborative efforts of each partner. If the proposal is not a collaborative effort please include a summary of networks that will be utilized.

9. Financial Statements

Include 1 copy of the previous 2 years of audited financial statements for the lead implementing organization. (11 copies, as noted below in the "RFP Submittal," are not necessary).

10. RFP Submittal

Submit 11 total copies (1 original and 10 copies) of the RFP. Write the title of the RFP ("Empowerment Zone Homeownership") on front of the envelope. Send proposals to:

**City of Minneapolis Procurement Division
552 Towle Building
330 Second Avenue South
Minneapolis, MN 55401 - 2211**

Due Date: September 30, 2004 (4:00pm)

Please note that this RFP does not commit the City of Minneapolis/Empowerment Zone to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services. The City of Minneapolis reserves the right to accept or reject any or all proposals.

The City of Minneapolis may require any proposals selected to participate in negotiations and to submit any fiscal, technical or other revisions that may result from negotiations. Negotiations may include recommended collaborations among proposals or other modifications. The City of Minneapolis also reserves the right to modify the program as needed.

X. Evaluation Criteria

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A review committee, including City of Minneapolis staff, Empowerment Zone Governance Board members and housing professionals will make a recommendation to the Empowerment Zone Governance Board. The Governance Board will then make a final recommendation to the City Council on funding commitments.

Review criteria to be used for recommendations on all RFP categories include:

- How well the scope of services offered meets the RFP objectives.
- Quality, thoroughness and clarity of application.
- Qualifications and experience of the implementing organization(s).
- History and experience of the organization(s) in working with people of color, new arrivals and low income residents in the EZ.
- Lead implementing organization is based in the Empowerment Zone and utilizes contractors and the workforce in the EZ.
- Strategy to provide direct benefit to residents of the Empowerment Zone.
- Strategy for outreach to people of color and new arrivals.
- Leverage of Empowerment Zone funds with new or existing resources.
- Collaborative efforts and a strategy for utilizing current resources/programs.
- Financial responsibility and capacity of the (lead) implementing organization.

Each review criteria listed above is estimated to be worth 10-points on a 100-point scale.

An additional 2 bonus points will be given for each additional priority criteria that is met:

- Cross-cultural (serving the diverse community of the EZ).
- Cross-geographical (serving all areas of the EZ).
- Lead implementing organization is based in the Empowerment Zone or has active partners in the Empowerment Zone.
- Financing utilizes a perpetual affordable housing product (applicable only to the purchase assistance/ financing category).

Final recommendations will be made based on a collective recommendation by the review committee, which will utilize, but not remain solely upon the point scale.

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Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

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

2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

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

4 Non-Discrimination

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

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

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5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- 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 \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$50,000 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.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 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 Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty- (30) date written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

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

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7 Compliance Requirements

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

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

8 General Compliance

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

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other

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persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

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

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

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 vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

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16 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

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 Contractor.

18 Conflict and Priority

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

19 Ownership of Materials

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

20 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict Of Interest/Code Of Ethics

Contractor agrees to be bound by the City's Code Of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfil its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models,

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photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Small & Underutilized Business Program (SUBP) Requirements

The proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as outlined in Minneapolis City Ordinance Chapter 423 (the "(SUBP) Ordinance"). The SUBP Ordinance applies to any construction/development project, or part thereof, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). In accordance with the terms and conditions of this agreement, the rules and regulations as promulgated by the manager of the SUBP, and the SUBP Ordinance, the proposers must complete and submit as a part of their proposal, Appendix One, "Every Available and Reasonable Effort Criteria Questionnaire," and Appendix Two, "Contractor Participation Form."

Each proposer, including proposers that are Women Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) must complete and submit with its proposal the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and "Contractor Participation Form, Appendix Two." Proposers that are W/MBEs are encouraged to further contract with certified W/MBEs for procurement of goods, services and materials.

Failure to complete and/or submit the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and the "Contractor Participation Form," Appendix Two, with the proposal and provide written documentation of the proposer's efforts or activities to meet the goals as described below, may be grounds for rejecting a proposal as non-responsive.

If established participation levels are not met, the City of Minneapolis will make the final determination as to whether the proposer made sufficient good faith efforts to achieve the established goals.

The activities listed below must be included and documented in the proposal submitted to establish 'good faith effort' as required by the statute [Ch.423]. Whether or not the proposer:

- Contacted the Minneapolis Department of Civil Rights for information about utilizing the services of certified Women Business Enterprises (WBE)/Minority Business Enterprises (MBE) and W/MBE criteria;

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- Advertised (or posted notices) in general circulation, community newspapers, and with service organizations such as Urban League, Summit Academy OIC, MDCR, MPHA, YouthBuild, MEDA, NAMC, and Women Venture concerning the subcontracting and employment opportunities;
- Utilized the services of women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies to provide assistance identifying and recruiting women-owned and minority-owned firms. Such service organizations include Urban League, Summit Academy OIC, Minneapolis Department of Civil Rights, Minneapolis Public Housing Authority, YouthBuild, MEDA, NAMC, and Women Venture;
- Provided written notice to a reasonable number of certified W/MBE firms that have the capability to perform the work of the contract that their interest in the contract is being solicited;
- Followed up initial solicitations of interest by contracting certified W/MBE firms to determine with certainty whether the W/MBE firms were interested;
- Selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that W/MBE goals may be met;
- Provided interested certified W/MBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Negotiated in good faith with interested certified W/MBE firms, not rejecting the firms as unqualified without sound reason(s) based on a thorough investigation of their capabilities;
- Other actions, not listed above, intended to secure participation of women and minority employees, and participation of certified W/MBE firms.

The proposer shall, utilizing Appendix One, make and document every reasonable effort to include qualified and available certified small businesses, including companies owned by women and minority persons, as part of their proposal. A list of certified small businesses can be obtained by contacting the Small and Underutilized Business Program (SUBP) at 612-673-2272 or the CERT web site (www.govcontracts.org) which is linked from the Civil Rights Department web page found at www.ci.minneapolis.mn.us. The direct link to the SUBP web site is at <http://www.ci.minneapolis.mn.us/citywork/civil-rights/sub/index.asp>.

Proposers who fail to submit "Appendix One" and "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

The SUBP goals for this project are ___% WBE and ___% MBE.

Any inquiries relating to the participation goals for small and underutilized businesses should be directed to the City of Minneapolis Civil Rights Department, SUBP Unit, 239 City Hall, 350 South 5th Street, Minneapolis, Minnesota 55415, Attention: Manager, SUBP Unit, (612-673-2272).

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Appendix One - Every Available and Reasonable Effort Criteria Questionnaire

This document, when completed, must be included with the proposal. Proposers who fail to submit "Appendix One" may be deemed non-responsive and their proposal may be rejected.

1. List the name of the person you spoke with at Minneapolis Department of Civil Rights, and the date, regarding information on how to contact certified W/MBE's and how to qualify as a certified W/MBE?

2. List the places where you advertise or post notices concerning subcontracting and employment opportunities for this project. Please attach a copy of the advertisement and/or notice.

3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and certified W/MBE firms for this project?

4. List the certified W/MBE firms, with the capability to perform the work, that you provided written notice in order to solicit their participation on the project. Please attach a copy of the written notice. If no contact was made with certified W/MBE firms, please list the reasons below.

5. Provide the follow-up steps you took to the initial solicitations of interest shown by certified W/MBE firms regarding this project?

6. Describe how you selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

7. Describe how you provided interested certified W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

8. Did you assist certified W/MBE firms in responding to a solicitation? ___ YES ___ NO.
If so, how did you assist?

9. Did you negotiate in good faith with interested certified W/MBE firms? ___ YES ___ NO.
If not, why not?

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10. Did you reject any certified W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? ___ YES ___ NO. If so, please list those firms and state why you rejected them?

11. Briefly describe other actions not listed above that you took to secure participation of certified W/MBE firms.

Appendix Two - CONTRACTOR PARTICIPATION FORM

City of Minneapolis – Women, Minority and Small Business Utilization Plan

PROPOSER’S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

CONTACT NAME: _____

PROJECT NAME: _____

RFP NUMBER: _____

Each proposal shall be accompanied with this document. Proposers who fail to submit “Appendix Two” may be deemed non-responsive and their proposal may be rejected.

1. What percent of the base proposal for this project will be supplied by certified Women/ Minority and/or Small Businesses? _____%

Using the matrix below list the name of each certified women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:

<i>Date of Contact</i>	<i>Name of Women Minority or Small Business</i>	<i>Certification (WBE/MBE)</i>	<i>Person Contacted</i>	<i>Reason for Contact</i>	<i>Type of Work or Supplies</i>	<i>Contract/ Purchase Amount Result</i>

This page may be photo copied for additional documentation of efforts.

2. List the steps the Proposer will take to insure that certified Women, Minority and Small Businesses will be given an opportunity to participate on this project. _____

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3. During the performance of this project, will the Proposer join with the City to support training programs or other efforts designed to help certified Women, Minority and Small Businesses?
 Yes No

Grants: City of Minneapolis Special Conditions for Grant Contracts

(Other than the Audit requirement, these conditions are superseded by Grant Agreement if contradictory)

Conduct

Prohibited Activity. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, religious, or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program participants may not be placed into or remain working in any position that is affected by a labor dispute.

Religious Organization. The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

Conflict of Interest. The Contractor agrees 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 contract. The Contractor further agrees that in the performance of this contract no person having such an interest shall be employed by the Contractor hereunder. Such individuals or parties shall include but not be limited to: a) members of or delegates to the Congress of the United States of America, resident commissioners or other federal representatives, b) officers, members, employees of the State and members of its governing body, c) officers, members, employees of the City, and members of its governing body.

Materials Produced by Contractor

Grantor Recognition. The Contractor shall insure recognition of the role of the Grantor Agency in providing services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Progress. The Contractor shall submit reports to the City in the form, content, and frequency as required by the City.

Copyright. If this contract results in any copyrightable material, the author is free to copyright the work, but the City and/or Grantor Agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Plain Language Law. The Contractor shall comply with provisions of the Plain Language Law requiring written material produced for applicants and recipients to be understandable to a person

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who reads at the seventh grade level (Minnesota Statutes, Section 268-0124, 1988).

Employment Restrictions

Notifications. The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to labor infringement, the Occupational Safety and Health Act of 1973, and the Minnesota Right to Know Act, is made available to Contractor's labor unions or worker's representatives.

Infringement. Program participants 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.

OSHA. Where participants are engaged in activities not covered under the Minnesota Occupational Safety and Health Act of 1973, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

Right to Know. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. The Contractor will comply with the Minnesota Right to Know Act.

Financial and Administrative

Audit. The contractor agrees to follow the City's audit policy. This includes a requirement for an annual financial audit for Contractors receiving in excess of \$50,000 annually from City contracts. The Contractor shall submit two copies of each completed audit report and the management letter (if applicable) to the City Finance Department. Any deficiencies noted in such audit reports or audit/monitoring reports issued by the City or their designees must be fully cleared by the Contractor within a reasonable time period after a request has been received from the City. Failure of the Contractor to comply with the provisions of this paragraph will constitute a violation of this contract and may result in the withholding of future payments. This clause does not apply for individual proprietors.

Budgets. When requested, the Contractor will submit a contract budget of a form and content prescribed by the City for approval by the City. The City and the Contractor may agree to revise such budget from time to time in accordance with City policies concerning budgets.

Program Income. The Contractor is encouraged to earn interest on cash balances and shall report all income from funds made available under this contract whether from interest, return of principal, sale of property, or other sources. The Contractor may utilize such income during the contract period to further activities permitted under this contract and shall consider such income balances when requesting additional funds. All unspent balances shall be returned to the City at the end of the contract period.

Close-outs. The Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment,

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unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

Excess Revenues. Contractor revenues directly earned from this contract (i.e., user fees, royalties, etc.) that are in excess in compensation under this contract are to be treated as program income. Such income may be used to underwrite additional services provided that these services are consistent with the purposes of the program that generated them and are in conformance with the conditions stated herein. The Contractor must report such income to the City and maintain records accounting for its use for possible audit. Such income not used during the "time of performance" of this contract is to be returned to the City.

Indirect Costs. If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.

Payments. The City will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance fund and program income balances available in Contractor accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Contractor. The Contractor understands that payment will not be available for costs claimed by the Contractor on any other contract for substantially the same service, material, equipment and/or outcome. The Contractor agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

Compliance. The Contractor shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

Non-Discrimination

EEO/AA Statement. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action Employer.

Holdback. If there is probable cause to believe the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any applicable rules or regulations, the City shall withhold up to fifteen percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

Records

Client Data. The Contractor shall maintain client data demonstrating client eligibility. Such data shall include but not be limited to client name, address, income level or other basis for determining eligibility, and a description of the service provided. Such information shall be made available to City monitors for review upon request.

Access to Records. The Contractor shall furnish and require all subcontractors to furnish

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all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Subcontracting

Subcontract Provisions. The Contractor will include the provisions in this contract entitled Non-Discrimination in every subcontract or purchase order pertaining to this contract specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

Approvals. The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

Monitoring. The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

Selection Process. The Contractor shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts along with documentation concerning the selection process shall be forwarded to the City upon request.

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Part III - Special Conditions for Federal and State Grant Funds

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State regulations and policies issued pursuant to grant funds in this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

II. Administrative Restrictions

A. Fees. The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.

B. Voter Registration. If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

III. General Federal Requirements

A. Section 504. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 791) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Hatch Act. The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

C. Regulations. The Contractor agrees to comply with the requirements, as applicable, of:

- Americans with Disabilities Act of 1990.
- Endangered Species Act of 1973
- **Executive Order 12291 – Regulations**
- Executive Order 12259 - Leadership and Coordination in Federal Housing Programs
- Executive Order 12612 - Federalism
- Federal Fair Labor Standards Act
- OMB Circular A-21 - Cost Principles for Educational Institutions.
- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Governments.
- OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 84)
- OMB Circular A-122 - Cost Principles for Nonprofit Organizations.
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 45)
- Title VI of the Civil Rights Act of 1964.

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- Title VIII of the Civil Rights Act of 1968.
- USDHEW Oasc-5 - Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contracts with the Dept. Of Health and Human Services.
- USDHEW Oasc-10 - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
- 31 CFR Part 205 – Treasury Department Regulations Implementing the Cash Management Improvement Act of 1990.
- 37 CFR Part 401 – Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.
- 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition.

D. Certification Regarding Lobbying. Before the City releases any of the funds covered by this agreement, the Contractor shall sign the following certification statement:

- 1) 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 AWARDING 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.
- 2) 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.
- 3) 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 section 1352, title 31, U.S. Code. 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.

E. Certification Regarding Debarment. Before the City releases any of the funds covered by this agreement, the Contractor shall sign the following certification statement:

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VIII of the May 26 1988 Federal Register (pages 19160-19211).

- 1) THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT IT AND ITS PRINCIPALS:
- 2) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- 3) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE, OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OR EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY; ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE, OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (1)(B) OF THIS CERTIFICATION; AND
- 4) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE, OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.
- 5) WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.
- 6) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL SUBCONTRACT AWARDS PURSUANT TO THIS CONTRACT AND AGREES TO REQUIRE ANY SUCH SUBCONTRACTORS TO SIGN A DEBARMENT CERTIFICATION.

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Part III - Special Conditions for Federal and State Grant Funds used for Construction Contracts

A. Labor Standards. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, (regulations and wage rates as found at http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf and <http://www.gpo.gov/davisbacon> are attached) the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) 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 Contractor shall maintain documentation which 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 (P.L. 88-352) and 24 CFR, Part I. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the 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 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 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., 1857, et seq., 2) Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Sections 114 and 308, and all regulations and guidelines issued thereunder, 3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 5, as amended, 4) National Environmental Policy Act of 1969, and 5) HUD Environmental Review Procedures (24 CFR, Part 58 and 24 CFR, Part 50).
2) *Lead-Based Paint* – The 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 24 CFR. 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.

D. Historic Preservation –

The Contractor agrees to comply with the historic preservation requirements set forth in Public Law 89-665 and the Archeological and Historic Preservation Act of 1974, Public Law 93-291, and Executive Order No. 11593, and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this contract.