

DRAFT Education RFP For City Council Approval

October 2004

Thank you for your interest in the Minneapolis Empowerment Zone (EZ). Minneapolis is a Round II Urban Empowerment Zone designated by the U.S. Department of Housing and Urban Development in January 1999. The Minneapolis EZ is made up of 3 areas within north, south and northeast/southeast Minneapolis.

The Minneapolis Empowerment Zone is an economic development initiative that in addition to economic development includes goals to support housing, education, safety and community based services. As funds are available the Empowerment Zone distributes Requests for Proposals (RFP) to provide funding for initiatives in specific goals areas.

Enclosed is an Education Request for Proposals (RFP). The Education RFP is focused on increasing the academic achievement of young people residing in the Minneapolis Empowerment Zone.

Questions about the RFP guidelines may be submitted in writing to Jenny Yanke at jenny.yanke@ci.minneapolis.mn.us or 105 5th Avenue South, Suite 200, Minneapolis, MN 55401. Please see the attached guidelines for further details about the RFP requirements and process.

For further information about the Empowerment Zone visit www.ci.minneapolis.mn.us/ez or call 612-673-5017.

Education Request for Proposals (RFP)

I. Overview and Background Information

The federal empowerment zone initiative is a holistic economic development program with federal dollars and tax incentives available for geographically designated areas within Minneapolis. There are 3 specific areas that make up the Minneapolis Empowerment Zone (EZ). See the attached maps and/or the EZ web site (www.ci.minneapolis.mn.us/ez). Please note that the EZ does not include all of Minneapolis.

The primary goals for the Minneapolis EZ are economic development and housing, with support goals in community based services, education, and safety strategies. The purpose of this Request for Proposals (RFP) is to focus on the Minneapolis EZ support goal of education, specifically educational programs to improve the academic achievement of residents of the Minneapolis EZ.

II. Request for Proposals (RFP) Goal

Goal: Increase the academic achievement of young people (Kindergarten through Grade 12) residing in the Minneapolis Empowerment Zone (EZ).

Strategy: Use federal Empowerment Zone dollars to support sustainable programs and leverage additional dollars to enhance educational opportunities for young people residing in the Minneapolis Empowerment Zone (EZ).

III. Scope of Service

Recipients of funding will enhance educational opportunities for young people (Kindergarten through Grade 12) residing in the Minneapolis Empowerment Zone (EZ); specifically through programs that support closing the academic achievement gap, English Language Learners, academic enrichment for students performing below grade level or other academically focused programs.

Programs must focus on improving academic achievement for young people residing in the Minneapolis EZ. Programs may be during the academic school year, summer, school hours, and/or after school.

The purpose of this RFP is not intended to start new organizations or fund capital campaigns. The purpose of this RFP is to provide program funding that enhances services for residents of the EZ. This RFP is not a source for emergency funds.

IV. Minimum Requirements and Eligibility

Proposals will be accepted from community-based non-profit organizations or schools with students residing in the Minneapolis Empowerment Zone. With the exception of Minneapolis Public Schools government agencies are not eligible to apply unless they are partnering with a community-based initiative. For-profit organizations are not eligible to apply.

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

- Have at least 1 year of experience serving residents of the Empowerment Zone.
- Have the support of the neighborhood group or local community organization(s) and/or other key stakeholders.

Priority will be given to proposals that include:

- Services that clearly meet the RFP goal and scope of service.
- A record of successful grant management.
- A plan for direct benefit to residents of the Empowerment Zone (EZ) and are implemented by an organization located in the EZ.
- A strategy for outreach to residents of the Empowerment Zone. The strategy should be inclusive of the diverse community of the Minneapolis Empowerment Zone.
- An evaluation plan with clear and measurable goals.
- A plan for sustainability during and after the requested EZ grant. This includes demonstration of a broad range of funding sources, as applicable. A minimum 1:1 committed match (this may include in-kind sources) of Empowerment Zone funds requested is expected, but is not required. The Empowerment Zone must not be the only funding source for a program.
- Collaborative efforts or utilization of existing resources, as applicable (e.g. the City of Minneapolis Youth Coordinating Board, public libraries, business partners, etc.)

The priorities listed above will be used as a baseline to evaluate proposals.

V. Funding Availability

Up to \$1,000,000 will be available for the Empowerment Zone Education RFP. The maximum grant amount available will be \$175,000 over two years. Organizations may apply for any amount up to the maximum. Program proposals must cover a two-year period.

Programs will be evaluated after the first year of funding. Programs showing performance will be able to access funding for the second year of the grant. Programs not showing progress may not be eligible for continued funding.

Funds are intended primarily for program costs, not for capital campaigns or new building construction. Proposals that include capital expenses in the program must define in the budget the amount begin spent on capital expenses and how the expenses support the program.

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 benefit provided to residents of the Minneapolis EZ. Empowerment Zone funds will not be available to reimburse food expenses.

VI. Reporting and Evaluation

If approved funding recipient(s) must:

- Provide a certificate of insurance or an Acord form for required insurance.
- Comply with the City of Minneapolis Parts II & III general requirements and special requirements for federal grant funds (see attached, pages 11 - 22).
- Report and document progress regularly 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 programs directly benefit residents of the federally designated Empowerment Zone areas. Reports will be reviewed locally and federally and are subject to audit.

In addition to documenting the number and percentage of Empowerment Zone residents benefited funding recipients must include an evaluation plan. Data collected for the evaluation plan should show the direct link between program goals and participants' academic success and include:

- The age, ethnicity/race and gender of individuals benefited
- Rates of attendance for students at school and in programs
- Evidence of academic performance, i.e. grades, test scores, progress reports, etc.
- Other applicable data measurements

Data will be used to prepare a final report on the successes and lessons learned in improving academic achievement in the Empowerment Zone in Minneapolis.

VII. Tentative RFP Schedule

The RFP schedule may be subject to change.

RFP distribution	October 13, 2004
Informational Meeting	November 9, 2004
Proposals Due	December 13, 2004, 3:30pm
Empowerment Zone Governance Board Approval	March 2005
Minneapolis City Council Approval	April 2005
U.S. Department of Housing and Urban Development Approval	April 2005
Project Contracting	May/June 2005
Grantee Training (required)	May and August 2005

EZ funding commitments will remain in place through December 31, 2007. Funding commitments will expire on January 1, 2008 for any unexpended funds.

VIII. Informational Meeting

There will be an RFP informational meeting on November 9, 2004. Attendance at the informational meeting is not required, but is encouraged. Private meetings will not be scheduled.

Date: November 9, 2004

Time: 2:00 – 3:00pm

Location: 105 - 5th Avenue South, Suite 200, Minneapolis

IX. Application Due Date and Location

Applications are due on or before **December 13, 2004 at 3:30pm**
Community Planning and Economic Development
City of Minneapolis
Contracting, Cheryl Groettum
105 - 5th Avenue South, Suite 200
Minneapolis, MN 55401

Late proposals may not be accepted.

X. Department Contact

Please direct written inquiries to:
Jenny Yanke, Minneapolis Empowerment Zone
105 5th Avenue South, Suite 200
Minneapolis, MN 55401
Fax: 612-673-5293
E-mail: jenny.yanke@ci.minneapolis.mn.us

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

XI. Proposal Format and Submittals

Proposals must follow the proposal format outlined below. 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 – 13 of the listed format.

Additional pages may be submitted for proposal format items: 1. Cover Sheet, 8. Sources and Uses Statement, 10. Collaboration and 11. Financial Statements. These additional pages will not be counted as part of the 8-page limit.

1. Cover Sheet

Complete the attached Proposal Cover Sheet (see page 9).

2. Program Description

Describe the proposed program and how it achieves the RFP goal to increase the academic achievement of young people residing in the Minneapolis Empowerment Zone (EZ). Include a work plan that lists the program goals, strategies and timeline. Significant points of progress should also be included as projected milestones in Proposal Format Number 6 “Required Reporting – Benefit to EZ Residents.”

3. Organization Experience and Capacity

Briefly describe the mission and history of the organization. Describe the background and experience of the lead implementing organization and any collaborative partners.

Include a description of the history and experience of the organization(s) in working with diverse communities in the Empowerment Zone.

4. References

List references from grants or programs similar in size and scope. Applicants must demonstrate that they have the capacity to implement the program. Include a brief description of the organization's history in implementing similar programs.

5. Personnel Listing

List the organization and individual(s) who are responsible for implementing the program along with specific applicable experience.

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, or as requested, 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. Provide 3-5 milestones with projected start and end dates.

Example: Program Outreach to residents of the Empowerment Zone (6/1/05 – 12/31/06)

Output Measurements

Each program 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:

- Number of K-12 school programs [projected: 1]
- Number of EZ residents served [projected: 150] *
- Total number of individuals served [projected: 200]

* Please note that HUD expects at least 51% of total residents served to reside in the Minneapolis Empowerment Zone. The Minneapolis Empowerment Zone would like to exceed that goal as often as possible.

Select a category from this list of pre-determined HUD output measurements:

- Number of K-12 school programs
- Number of other educational programs
- Number of EZ children served
- Number of EZ residents served
- Total number of children served
- Total number of individuals served

7. Outreach Plan and Evaluation

Describe the direct benefit to residents of the Empowerment Zone. Describe the current and planned outreach efforts to serve residents of the Empowerment Zone, especially outreach that will be inclusive of the diverse community residing in the Empowerment Zone.

List anticipated outcomes and how they will be measured. Describe the program evaluation plan (to be completed after the first year of funding and at the completion of the grant award).

8. Sources & Uses Statement/Leverage

Include a sources and uses statement (see the sources and uses template on page 10). List all sources of funding and indicate which sources are committed. Include letters of commitment for committed funds. Also note other sources and the status of those sources.

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 April 1, 2005, but before December 31, 2005.

9. Sustainability

Describe how the program will be sustained during the grant period and after the grant ends.

10. Collaboration

Include letters of support from the neighborhood group or local community organization(s) and other key stakeholders. Also include any letters of collaboration for collaborative efforts or utilization of existing resources, as applicable (e.g. public libraries, business partners, etc.).

11. Financial Statements

Include 1 copy of the previous year of audited financial statements for the lead implementing organization. (10 copies, as noted in the "RFP Submittal," are not necessary).

12. Litigation and Dispute Disclosure

Indicate and disclose all lawsuits including claims involving arbitration or other alternative dispute resolution mechanisms filed against the respondent and any affiliates within the past five years of the date of this RFP. Notwithstanding the above disclosure requirement, the respondent is not required to include in its disclosure of lawsuits the following litigation claims: personal injury suites for amounts of less than \$100,000; workmen's compensation claims filed by employees of the respondent or its affiliates or by independent contractors retained or hired by the respondent or affiliates; mechanics, supplier or materialmen liens of less than \$5,000; and real property tax appeals.

Among the types of lawsuits the City will want disclosed are sexual harassment claims; age discrimination claims; other claims involving protected classes such as race, national origin, gender or sexual preference; breach of contract claims, and claims involving violations of collective bargaining agreements.

13. RFP Submittal

Submit 10 total copies (1 original and 9 copies). Write the title of the RFP (“Empowerment Zone **Education** RFP”) on front of the envelope. Submit proposals to:

**Community Planning and Economic Development
City of Minneapolis
Contracting, Cheryl Groettum
105 - 5th Avenue South, Suite 200
Minneapolis, MN 55401**

Due Date: December 13, 2004 (3:30pm)

If available, submit an electronic copy of the proposal to jenny.yanke@ci.minneapolis.mn.us. An electronic copy of the proposal is not a requirement or something that will be used as evaluation criteria. An electronic copy is **not** a substitute for submitting a proposal according to the proposal format requirements listed above.

XII. Selection of Proposals

Please note that the RFP is a competitive process. Due to limited funding proposals may meet the RFP guidelines, but not be selected for funding. Or a proposal may be selected for funding, but not receive the full amount requested.

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 proposal modifications. The City of Minneapolis also reserves the right to modify the program as needed.

Minneapolis Empowerment Zone Proposal Cover Sheet

ORGANIZATION INFORMATION

Date submitted

Name of organization (lead implementing organization)

Address *City, State, Zip* *Federal Identification Number*

Phone *Fax* *Web site*

Name of contact person *Title* *Phone* *E-mail*

Please check all that apply:

Is your organization an IRS 501(c)(3) non-profit? _____ Yes _____ No

Is your organization a collaborative effort? _____ Yes _____ No

If yes, list the collaborative partners.

Other: _____

REQUEST

Education Program

Program Name: _____

Proposal Request: \$ _____

Leverage (dollar amount) \$ _____

Total Program Budget (includes leverage) \$ _____

APPLICATION INFORMATION

Please provide a brief (2-3 sentence description) of the following:

- Baseline (for the beginning of the proposed funding period)
- Program Description
- Proposed Outcome (by the end of the proposed funding period)

APPLICATION CHECKLIST

- Section "X. Proposal Format and Submittals" is completed
- HUD Milestones & Outputs are clearly identified
- Letters of Support
- Sources and Uses Statement
- Previous year of audited financial statements

Example: Program Sources and Uses

SOURCES (indicate sources that are committed **and** include letters of commitment)

<u>Income</u>	<u>TOTAL</u>	<u>Amount – Year 1</u>	<u>Amount – Year 2</u>	<u>Check if funds are committed</u>
Empowerment Zone		\$	\$	<i>Requested</i>
Government grants		\$	\$	
Foundations		\$	\$	
Corporations		\$	\$	
United Way or other campaigns		\$	\$	
Individual contributions		\$	\$	
Fundraising		\$	\$	
Membership income		\$	\$	
In-kind support		\$	\$	
Investment income		\$	\$	
Other				
Total Income/Sources		\$	\$	

USES

<u>Expenses</u>	<u>TOTAL</u>	<u>Year 1</u>	<u>Year 2</u>	Indicate proposed EZ expenses
Salaries and wages (breakdown by individual position and indicate full- or part-time.)		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Insurance, benefits, taxes		\$	\$	
Consultants and professional fees		\$	\$	
Equipment		\$	\$	
Supplies		\$	\$	
Printing and copying		\$	\$	
Telephone and fax		\$	\$	
Postage and delivery		\$	\$	
Rent and utilities		\$	\$	
In-kind expenses		\$	\$	
Other (specify)		\$	\$	
Total Expense/Uses		\$	\$	

Include a budget narrative explaining budget numbers of necessary.

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.

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.

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 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 six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this contract shall be retained for 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.

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, 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).

24 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance, that exceeds \$100,000. Compliance with Section 18.200 is required commencing January 1, 2004. 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.

This contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000, but is later modified so that the contract does exceed \$100,000, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the Internet at:

<http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing/domestic.html>.

Copies are also available in the office of City Purchasing. It is the contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

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 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, 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 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.

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.
- 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:

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.