

# Request for Proposal

---



## **City of Minneapolis** **Community Planning and Economic Development (CPED)**

**Employment and Training Services 2011-2015**  
August 2, 2010

**Proposals Due by: 4:00pm Friday, September 3, 2010**

August 2, 2010

Dear Applicant:

It has been five years since the last City of Minneapolis Employment and Training Program (METP) *Eligible Provider* Master Contract Request for Proposal was completed and in that time much has changed in workforce and economic development. Since 2005, with your help, the City of Minneapolis' [Close the Gap](#) campaign has helped to close the unemployment rate gap between the City and the metropolitan area, resulting in more opportunities for Minneapolis residents at all income levels. Further, as part of the [Minneapolis Promise](#), countless high school students have taken advantage of career and college counseling in the schools, over 10,000 youth have received summer employment, and over 1,200 Minneapolis public high school graduates have qualified for free tuition to local colleges, including the University of Minnesota.

In part due to these achievements and other efforts by you and the City of Minneapolis, we have weathered the deepest and longest recession since the Great Depression. While many Minneapolis families and individuals are still struggling to gain economic stability, we all have dedicated ourselves to growing a new economy with opportunities for all Minneapolis residents.

Over the next five years we need to focus our attention on keeping the unemployment rate gap closed, creating greater opportunity for our youth through more career exposure, and tackling disparities which continue to plague our community. Strategies to accomplish this and more are in place through ongoing initiatives at the Department of Community Planning and Economic Development (CPED). However, these strategies can not succeed without the City's historic partnership with job training agencies.

Beyond the Close the Gap and Minneapolis Promise Campaigns, other CPED initiatives are advancing with your support. In 2007, the Minneapolis City Council approved the [Great Streets Neighborhood Business District](#) program, a coordinated effort to help businesses develop and succeed along commercial corridors and at commercial nodes throughout the city. We know that over 60% of job growth will come from the small business sector. As you work with job seekers who want to develop their own businesses and become the next generation of great Minneapolis entrepreneurs, please remember the City of Minneapolis offers 14 [business financing tools](#) for Minneapolis businesses of all sizes. Loans range from \$1,000 to \$10 million, and many are offered in partnership with private lenders and nonprofit organizations.

As you complete the METP *Eligible Provider* Master Contract RFP proposal, we ask that you think about how your work is already integrated or can become more integrated into the work of METP, CPED and the City of Minneapolis. We value our existing partnerships and are always looking at ways to create stronger relationships that contribute to a vibrant, just, and sustainable City.

Please review the RFP for details. If any addendums are needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at: <http://www.ci.minneapolis.mn.us/cped/rfp.asp>. It is the responsibility of the agency to check the City website for any addendum to the RFP.

Proposals are due by 4:00pm on Friday, September 3, 2010.

Thank you for responding to this RFP. We look forward to working together in the future.



Carolyn Roby, Chair  
Minneapolis Workforce Council



Cathy Polasky, Director,  
Economic Policy & Development, CPED



Deb Bahr-Helgen, Director, METP

## Opening Statement

The City of Minneapolis, acting through its Department of Community Planning and Economic Development (CPED), currently contracts with many agencies to provide a wide range of employment and training services for Minneapolis residents. Under the current process, all agencies who would like to be eligible to provide these services under contract with the City are asked to respond to this Request for Proposals (RFP). Unlike most RFPs that are for specific services and funding sources, this RFP is for the purpose of creating a list of "Eligible Providers" with whom the City may contract for these services. Only one proposal per agency will be accepted.

### 1. Scope of Services

Complete the proposal cover sheet. Response to this RFP DOES NOT GUARANTEE that your agency will be selected by the City to provide services.

### 2. Schedule

The following is a listing of key proposal and project milestones:

|   |                              |
|---|------------------------------|
| RFP Release                                   | August 2, 2010               |
| Questions on RFP due                          | August 13, 2010              |
| Responses to Questions posted on METP website | August 20, 2010              |
| Proposals due                                 | 4:00 PM on September 3, 2010 |
| Estimated selection                           | October 1, 2010              |
| Estimated contract approval                   | December 10, 2010            |
| Estimated contract execution                  | January 1, 2011              |
| Estimated services start                      | January 1, 2011              |
| Estimated services end                        | December 31, 2015            |

### 3. Proposal Due Date and Location

RFP submittals are due by 4:00PM on **Friday, September 3, 2010** at the following location:

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

Late proposals may not be accepted. Contractors must supply **four (4)** copies of the proposal. The envelope must be marked referencing the project: **Proposal for Employment and Training Services.**

#### 4. Department Contact / Requests for Clarification

Prospective responders may direct questions *in writing only* to:

Matt Kruger  
105 5<sup>th</sup> Avenue South, Suite 200  
Minneapolis, MN 55401-2593  
Email: Matt.Kruger@ci.minneapolis.mn.us  
Fax: (612) 673-5299

**All questions are due no later than August 13, 2010.** Questions will be answered in writing and posted on the METP web-site at [www.ci.minneapolis.mn.us/metp](http://www.ci.minneapolis.mn.us/metp) by August 20, 2010. Answers will be sent to all proposers who were originally provided this RFP or who have requested a copy of the answers. The department contact person is the only individual who can be contacted about the project by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

#### 5. Proposal Format and Submittals

Please answer the following questions. Provide concise and complete responses with a maximum of 2 pages for each category checked A - D. Attach the document(s) to the proposal cover sheet.

- A. Scope of Services- Describe how employment and training services will be provided. Include a detailed listing and description of tasks and deliverables.
- B. Experience and Capacity- Describe background and experience demonstrating ability to provide employment and training services.
- C. References- List references from contracts similar in size and scope.
- D. Personnel Listing- Show involved individuals with resumes and specific applicable experience.
- E. Grant-funded Services - Include a copy of the most recent audit report and management letter if vendor receives over \$50,000 in City contracts annually and if vendor is not an individual proprietor.

#### 6. Evaluation Criteria

The following are the key criteria that will be used to evaluate the proposals:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of staff. Reviewal of references.
- C. How well the scope of services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Insurance coverage as defined for the services.

## 7. Special Contract Requirements

The following special contract requirements should be considered when submitting a proposal. 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.

Please review carefully the attached General Requirements, and particularly the insurance requirements. All agencies receiving a master contract must provide documentation of insurance coverage for Workers Compensation, General Liability, Automobile Liability, Commercial Liability, and CyberFlex/Technology Liability. Master Contracts will be issued for a five-year period, and all agencies must provide documentation of insurance coverage throughout the five year contract period. Failure to maintain required insurance coverage may result in termination of contracts. In addition, all agencies awarded a Master Contract will be required to have an Affirmative Action plan approved by the City.

## 8. Addendums

If any addendums are needed for this Request for Proposal, they will be posted on the City of Minneapolis web site at: <http://www.ci.minneapolis.mn.us/cped/rfp.asp>

## 9. RFP General Conditions

(Revised - 5/2010)

The General Conditions 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 the 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 the 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 363A, 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.

If required by the City, 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

#### 5 **Disability Compliance Requirements**

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. 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 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, Minnesota Statutes Chapter 363A.

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.

#### 6 **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 \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) **CyberFlex Insurance or Technology Liability Insurance** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor's electronic data network, "firewall" or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

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) day 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.

**7 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 reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through 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 Statutes, section 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.

**8 Subcontracting**

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

**9 Assignment or 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 written approval of the City Department Contract Manager designated herein.

**10 General Compliance**

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

**11 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 Contract. 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.

**12 Independent Contractor**

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of 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 to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

**13 Accounting Standards**

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

**14 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. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

**15 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 Contract. 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 Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

**16 Inspection of Records**

All Contractor records with respect to any matters covered by this Contract 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.

**17 Living Wage Ordinance**

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

**18 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.

**19 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 (only for Contracts awarded using RFP).

**20 Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, available from the City.

**21 Billboard Advertising**

City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

**22 Conflict of Interest/Code of Ethics**

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract. Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person", "lobbyist" or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a

City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

### **23 Termination**

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice 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 Contract 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.

### **24 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.

### **25 Intellectual Property**

Unless the contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

This section is modified when the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

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

### **26 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. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of

personal property. The categories to which the ordinance does not apply include real property and development contracts.

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

[http://www.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf).

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

## **27 Cardholder Data and Security Standards**

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained in item 15 hereof for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

## **28 Small & Underutilized Business Program (SUBP) Requirements**

The selected proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, 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). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT web site at [www.govcontracts.org](http://www.govcontracts.org) or by calling 612 673-2112.

**11. Grant Conditions, if applicable** (See [Contract Management RFP web site](#) to determine applicable conditions, if there is grant funding involved)

## **12. Special Conditions**

### **Special Conditions Related to WIA Funding as Applicable**

- XII. Special Administrative Provisions Required Under the Workforce Investment Act: GRANTEE agrees to administer the program in accordance with the Act, as amended, and the regulations and guidelines promulgated thereunder, including the State of Minnesota – Department of Employment and Economic Development (the DEPARTMENT's) WIA Policies. GRANTEE also agrees to comply with other applicable Federal and State laws. In the event that these laws, regulations, or guidelines are amended at any time during the term of this grant agreement, the GRANTEE shall comply with such amended laws, regulations or guidelines.
- A. Records/Audits: GRANTEE agrees to use such fiscal, audit and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The Secretary of Labor, the Comptroller General of the United States, and the DEPARTMENT, or a designated representative, shall have access to and the right to examine, for audit purposes or otherwise, any books, documents, papers or records of GRANTEE. The books, records, documents and accounting procedures and practices of the GRANTEE relevant to this grant agreement are also subject to examination by the DEPARTMENT and the Legislative Auditor of the State of Minnesota. GRANTEE agrees to

fully cooperate in any such examination and/or audit and to have said audits carried out in accordance with "Grant/Subgrant Audit Requirements," which is in Chapter 509 of the Department's Policies and Procedures Manual and hereby incorporated by reference and made a part hereof.

All records pertaining to this grant agreement shall be retained by the GRANTEE for a period of at least six (6) years (Minn. Stat. Sec. 16C05, subd. 5) after the expiration of the term of this grant agreement, or after resolution of any audit findings (OMB Administrative requirements), whichever period is longer.

- B. Program Standards: GRANTEE agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, A-133, the OMB "Common Rule" (as codified at 29 CFR 97), ASMB C-10 (Implementation Guide for OMB Circular A-87), as these circulars are applicable and as they relate to the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the Act as amended and Chapter 509 of the Department's Policies and Procedures Manual. Under the Cost Principles Circulars (A-21, A-87, or A-122), common or joint costs charged to grants must be based upon written cost allocation plans.
- C. Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II ([www.opm.gov](http://www.opm.gov)), except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.
- D. Assurances: As a condition to the award of financial assistance from the U.S. Department of Labor under Title I of the Workforce Investment Act (WIA), the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:
- i. The Workforce Investment Act of 1998 (29 CFR, Part 37), Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity;
  - ii. Title VI The Civil Rights Act of 1964 (42 USC 2000d), as amended by the Equal Employment Opportunity Act of 1972 which prohibits discrimination on the basis of race, color and national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including State and local governments, public and private employment agencies, and labor organizations;
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
  - iv. The Age Discrimination Act of 1975 (42 USC 6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

The grant applicant also assures that it will comply with 29 CFR, Part 37, and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title 1 financially assisted program or activity, and to all agreements including lease agreements that the grant applicant makes to carry out the WIA Title 1 financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance. The DEPARTMENT has the authority to withhold funding.

- v. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
  - vi. Title IX of the Education Amendments of 1972 (20 USC 1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;
  - vii. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs.
  - viii. The Minnesota Human Rights Act, (Minnesota Statutes, Chapter 363A), the grant applicant agrees to comply with the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, status with regard to public assistance, disability, citizenship, or age.
  - ix. Equal Protection of the Laws for Faith-based and Community Organizations (EO 13279) signed December 12, 2002. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants, contracts and loans.
  - x. Accessible Technology Bill: The GRANTEE will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600) <https://www.revisor.mn.gov/bin/bldbill.php?bill=H1744.4.s86>
- E. Affirmative Action: (If applicable), GRANTEE certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.073.
- F. Workers' Compensation: In accordance with the provisions of Minnesota Statute 176.182, the State affirms that GRANTEE has provided acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statute 176.181, Subdivision 2.
- G. Relocation Assistance: GRANTEE agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
- H. Sectarian Activities: GRANTEE agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. GRANTEE further agrees that no direct financial assistance shall be expended for inherently religious activities, such as, sectarian worship, instruction or proselytization.

- I. Data Practices: The GRANTEE understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) **(Exhibit B)**. More information is available at <http://intraweb.deed.state.mn.us/dataprac/Tennessee.html>
- J. Drug Free Workplace: GRANTEE agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 (Public Law 100-690).
- K. Right-to-Know: The GRANTEE will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).
- XIII. Job Vacancies: GRANTEE shall list any job vacancy in its personnel complement with MinnesotaWorks.net as soon as it occurs.
- XIV. Management Information System: All GRANTEES receiving funds under the Act will track participants with the Workforce One (WF1) case management system. Data must be submitted per the standards and time frames agreed to by the DEPARTMENT. The DEPARTMENT shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.
- XV. Voter Registration: GRANTEE shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of State, to employees of GRANTEE, program participants and the public as required by Minnesota Statute 201.162.
- XVI. Assignment: The GRANTEE shall neither assign nor transfer any rights or obligations under this grant agreement without prior written consent of the DEPARTMENT. The provisions of this grant agreement applicable to the GRANTEE shall also be applicable to subgrants made by the GRANTEE from funds obtained under this grant agreement.
- XVII. Debarment and Suspension Certification: (If applicable) The GRANTEE agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.
- XVIII. Lobbying Certification and Disclosure: (If applicable) The GRANTEE shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the GRANTEE to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.
- XIX. Operating Procedures: The GRANTEE hereby acknowledges that it has read and understands the documents located at: [http://www.positivelyminnesota.com/All\\_Programs\\_Services/Workforce\\_Investment\\_Act/WIA\\_Policies/Custom\\_Rights\\_Complaints.aspx](http://www.positivelyminnesota.com/All_Programs_Services/Workforce_Investment_Act/WIA_Policies/Custom_Rights_Complaints.aspx) issued by the DEPARTMENT entitled "WIA Policies." The GRANTEE further acknowledges that its supervisory personnel to be involved in the administration of the grant agreement have read and understand said document. The GRANTEE agrees to comply with the contents of the aforementioned documents.

- XX. Policies: The GRANTEE assures that it will comply with all federal and state regulations and/or DEPARTMENT policies located at:  
[http://www.positivelyminnesota.com/All\\_Programs\\_Services/Workforce\\_Investment\\_Act/WIA\\_Policies/WIA\\_Policies.aspx](http://www.positivelyminnesota.com/All_Programs_Services/Workforce_Investment_Act/WIA_Policies/WIA_Policies.aspx)
- XXI. Interest/Program Income: The GRANTEE shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of this grant agreement and may be used for any allowable grant expenditure.
- XXII. Grant Agreement Closeout: The GRANTEE agrees to submit a final Financial Status Report (FSR) and a payment for the balance of any unspent and unobligated grant funds to the DEPARTMENT within 45 days after the end of the term of this grant agreement. Accompanying the final FSR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final FSR within this period may result in disallowance of payment for any expenditures not previously submitted. The GRANTEE agrees to submit a revised final FSR to the DEPARTMENT if any additional funds must be returned to the DEPARTMENT after grant agreement closeout.
- XXIII. Jurisdiction and Venue: This grant agreement, and any amendments and supplements thereto, shall be governed by the Laws of the State of Minnesota. Venue for all legal proceedings arising out of this award, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Ramsey County, Minnesota.

**Other Special Conditions**

- XXIV. The Contractor agrees to identify the “City of Minneapolis Employment and Training Program” on all lists of funders, reports, press releases, etc. created to promote and highlight the program.