



Department of Health
& Family Support

250 South 4th Street – Room 510
Minneapolis, MN 55415-1372

Office 612 673-2301
Fax 612 673-3866
TTY 612 673-2157

www.ci.minneapolis.mn.us/dhfs

DATE: FEBRUARY 25, 2010

TO: COMMUNITY-BASED AND NEIGHBORHOOD
ORGANIZATIONS

FROM: MINNEAPOLIS DEPARTMENT OF HEALTH AND
FAMILY SUPPORT

RE: REQUEST FOR PROPOSALS TO PROVIDE LEAD
POISONING PREVENTION SERVICES THROUGH
EDUCATION, OUTREACH, HOME VISITS, AND
REFERRALS FOR REMEDIATION

The Minneapolis Department of Health and Family Support (MDHFS) has received funding to support lead poisoning prevention services in collaboration with Hennepin County. These funds are for education and community projects to prevent lead poisoning.

The enclosed materials are designed to provide organizations with more clarification on the grant deliverables and guidance needed to complete this request for proposal (RFP).

Included for your review are:

- I. Notice of Request for Proposal
- II. Scope of services
- III. Proposal Requirements
- IV. Proposal Evaluation Criteria
- V. Pre-proposal Conference and Proposal Submission Deadlines
- VI. Administrative Requirements
- VII. Attachments/Application Templates
 - Appendix A – Proposal Cover Sheet
 - Appendix B – Budget Forms
 - Appendix C - General Conditions for RFP, City of Minneapolis and Conditions for Grant Contracts

We recommend that the following process be followed:

1. Review the enclosed materials before you begin to construct your proposal. Use application instructions as a guide during the proposal writing process.
2. Ensure that all budgetary figures are mathematically accurate and are consistent throughout your application. Also, please make sure to provide explanations for all projected expenses.

3. Please make sure that all pages of the proposal are consecutively numbered and labeled with the name of your organization.
4. Use the Proposal Cover Sheet as a checklist to ensure the inclusion of all required documents.

A pre-proposal conference will be held on Tuesday, March 2, 2010, from 3:00 p.m.-4:30 p.m. at the North Regional Library North Meeting room in North Minneapolis. The library's address is 1315 Lowry Avenue Northeast, Minneapolis, MN 55411. The phone number is (612) 630-6600. Please bring a copy of the RFP.

In order to use the pre-proposal time as efficiently as possible it is preferred that all questions that you would like to be covered are faxed to the attention of the Contracts Administrator (subject line Lead Poisoning RFP) at 612-673-3866.

While attending the pre-proposal conference is not mandatory, it is strongly encouraged as it will be the only opportunity to ask questions directly of staff. If you are unable to attend, you may submit questions in writing no later than 9:00 a.m. on Friday, March 5. Answers will be posted in a Q&A document on the MDHFS website, <http://www.ci.minneapolis.mn.us/dhfs> no later than 4:00 p.m. on Monday, March 8. No questions will be answered outside of this process.

The completed original proposal and six copies are due by no later than **4:00 pm on Thursday, March 25, 2010**. Proposals should be mailed or delivered to:

Lead Poisoning Prevention Grant Program/MDHFS
Finance Department Procurement Division, Room 552
330 2nd Avenue South, Towle Building
Minneapolis, MN 55401

Proposals received after the deadline may not be considered

Faxed or emailed copies of proposals will not be accepted.

If you need this document in an alternative format, please notify the department by fax (612) 673-3866 or email at health.familysupport@ci.minneapolis.mn.us, or TTY (612) 673-2157 (General City Information). Please allow a reasonable amount of time for special needs accommodation.

Attention: If you want help translating this information, call – **Hmong** – Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800; **Spanish** – Atención. Si desea recibir asistencia gratuita para traducir esta información, llama 612-673-2700; **Somali** – Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' an wac 612-673-3500.

MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

REQUEST FOR PROPOSALS FOR THE LEAD POISONING PREVENTION GRANT

Issued Feb 25, 2010

I. Notice of Request for Proposals

The Minneapolis Department of Health and Family Support (MDHFS) has received funds awarded to Hennepin County Works and Transit (HCWT) Lead Grant Program by the U.S. Department of Housing and Urban Development (HUD). These funds are for education and community projects to prevent lead poisoning. Eligible applicants are community-based and neighborhood organizations (both non-and for-profit organizations are eligible, but for-profit firms are not allowed to make a profit) that provide community education and outreach services and have an interest in expanding or continuing their work to include outreach/education strategies that prevent lead poisoning.

Awards are anticipated to range between \$25,000- \$100,000 annually based on services provided, up to the total two year project funding of approximately \$400,000. The funding period may start as early as May 3, 2010, and continue until May 31, 2011. A second year of funding for the period of June 1, 2011 through August 31, 2012, is contingent upon agency performance and the continued availability of funding.

These funds for education and outreach projects around lead poisoning prevention strategies are part of a larger HUD grant received by the HCWT Lead Grant Program. The services to be provided by the County include:

- **Lead hazard identification** practices which include paint inspections and risk assessments.
- **Contractor trainings** about lead-safe work practices.
- **Lead hazard reduction** in dwelling units by using a combination of interim controls and abatement methods.
- **Clearance inspections** to ensure that remediated homes are lead-safe and ready for re-occupancy.

In order for the HCWT Lead Grant Program to meet its goals for lead-safe properties referrals of eligible homeowners, landlords, and tenants need to be made to the Program. The organizations to be funded under this RFP to conduct education and outreach around lead poisoning prevention strategies will play a central role in generating referrals of homeowners, tenants, and landlords to take part in the HCWT Lead Grant Program.

The activities funded by MDHFS through community and neighborhood-based organizations need to:

- Focus on generating referrals for enrollment in HCWT's Lead Grant Program (completed application packages) by conducting:
 - Education and outreach events on lead poisoning **and** in-home visits focusing on lead poisoning prevention. Education and outreach events and in-home visits need to target homes (either owner owned or rental) with low-income families with children under the age of six who:
 - Live in Minneapolis, with a priority being placed on homes in North Minneapolis (due to agreements between Hennepin County and the

Minneapolis Department of Regulatory Services, homes in the Powderhorn neighborhood are not eligible for this intervention).

- Families with limited English proficiency are also a population of particular interest to be served.

II. Scope of Services

All community organizations that have a history of recruiting participants and conducting education and outreach programs are eligible to apply for this grant opportunity. Organizations **are not required to have** experience in conducting events around lead poisoning prevention strategies or healthy homes awareness.

Please read carefully through the below Scope of Services section as proposals need to be structured following the guidelines outlined below.

Goals of Program	Generate referrals for enrollment in HCWT’s Lead Grant Program (completed application packages) by conducting: -Education and outreach events on lead poisoning and in-home visits focusing on lead poisoning prevention.
Required Populations for Intervention	Required Populations: <ul style="list-style-type: none"> • Low income families. Families must meet income limits below HUD FY2009 Low Income Levels. • Owner occupied households must have a child under six or who lives in or visits the property on two different days within any week for at least three hours (the combined total of all visits is at least six hours). • Rental units must be available to families with children under six.
Targeted Populations for Intervention	Targeted Populations (Note: bonus points will be given to proposals that engage targeted populations in education/outreach events and in-home visits which lead to referrals to the HCWT Lead Grant Program). <ul style="list-style-type: none"> • While this grant is primarily focused on targeting landlords, homeowners, and tenants in North Minneapolis, all areas of Minneapolis are eligible for this intervention, with the exception of homes in the Powderhorn neighborhood. This is due to agreements between Hennepin County and the Minneapolis Department of Regulatory Services. • Families with limited English proficiencies are a population of particular interest. However, any homeowner, tenant, or landlord with tenants that meet the above requirements are eligible for participation in this program. • Landlords who own properties with tenants who meet the above requirements (vacant rental units can also be eligible).
Referral Requirements	A referral is considered a fully completed application package. (Fully completed application packages will vary depending on whether or not a homeowner, tenant, or landlord is applying for services). <ul style="list-style-type: none"> • Eligible properties must be: <ul style="list-style-type: none"> • Built before 1978 • Be privately owner • Not be project based Section 8 (but properties with tenant vouchers are eligible).

	<ul style="list-style-type: none"> ● Eligible household must be: <ul style="list-style-type: none"> ● Households with children under six as detailed above. ● Meet income limits below: <ul style="list-style-type: none"> ● 1 person household \$44,800 ● 2 person household \$51,200 ● 3 person household \$57,600 ● 4 person household \$64,000 ● 5 person household \$69,100 ● 6 person household \$74,250 ● 7 person household \$79,350 ● 8 person household \$84,500 <p>(Note: Final decisions on income levels will be made by HCWT Lead Grant Program Staff).</p> <ul style="list-style-type: none"> ● Funding Requirement Minimums for Referrals <ul style="list-style-type: none"> ● For every \$1,000 received a minimum of 2 fully completed applications need to be turned in. <ul style="list-style-type: none"> ● At least 2 out of 10 of all applications need to be from rental properties. ● At least 6 out of 10 of all applications need to be from houses in North Minneapolis. ● THERE ARE NO EXCEPTIONS TO THESE MINIMUMS.
<p>Education and Outreach Requirements</p>	<p>Education and outreach events:</p> <ul style="list-style-type: none"> ● can be either informal or formal presentations to small or large groups of people. ● need to target landlords, tenants, and homeowners. ● need to be appropriate for target populations. <p>Although the primary focus of this project is promoting lead poisoning prevention and awareness, we want partners to integrate the promotion of healthy homes practices into their outreach with communities. Therefore education and outreach strategies should focus both on lead poisoning prevention and awareness and the promotion of other healthy homes practices. Healthy homes practices include the reduction of asthma/allergy triggers, carbon monoxide, radon, mold levels, and evidence of home safety practices and integrated pest management solutions.</p> <p>Funding Requirement Minimums for Education and Outreach Services</p> <ul style="list-style-type: none"> ● For every \$1,000 your organization receives in grant funding you are required to educate a minimum of 5 people via an education and outreach event. ● THERE ARE NO EXCEPTIONS TO THESE MINIMUMS.

In-home Visit Requirements	<p>In-home visits consist of an educator coming into either a home owner’s house or a rental unit to:</p> <ul style="list-style-type: none"> ● Collect a minimum of three (3) lead dust wipe samples (to determine the presence of lead dust hazards). Organizations are responsible for selecting and contracting with a laboratory that will provide the supplies for and analysis of the dust wipe samples (funded agencies will receive a list of certified laboratories with actual costs and timeframes for dust wipe samples). Costs associated with the dust wipe samples are included in the funding that organizations will receive from the MDHFS to conduct this grant. For the purpose of this RFP, organizations should budget \$45 per in-home visit for supplies and analysis costs. Actual costs may vary depending on which certified laboratory is selected by the organization. ● Perform a visual survey and complete a one-page property evaluation form to document the general condition of the dwelling unit and complete a one-page survey to assess other healthy homes indicators (besides lead). <ul style="list-style-type: none"> ● If the property is a homestead, educators will work with homeowners to complete the HCWT Lead Grant Program application form. ● If the property is a rental unit, educators will discuss the grant program with occupants to help them complete the application form. Educators will work with occupants in obtaining current contact information for the rental property owner. <p>Funding Requirement Minimums for In-Home Visits</p> <ul style="list-style-type: none"> ● For every \$1,000 received in grant funding at least 1 in-home visit needs to be conducted. ● THERE ARE NO EXCEPTIONS TO THESE MINIMUMS.
Training Requirements	<p>All partners will be required to attend trainings conducted by MDHFS at the beginning of the project and periodically throughout the funding cycle. Trainings will include but are not limited to:</p> <ul style="list-style-type: none"> ● Lead poisoning prevention and healthy homes strategies. ● The referral process and the application package. ● Parameters for what is considered an education and outreach event. ● Suggestions for conducting in-home visits. ● Tools for data collection.

III. Proposal Requirements

Proposals submitted to MDHFS for funding consideration need to follow the guidelines and organizational flow detailed below.

All proposals need to use the following proposal format:

- Limit to 6 pages in 12 point font, single spaced, 1” margins (job descriptions of staff and agency organization chart are not included in the 6 page limit).
- Ensure that all pages of the proposal are consecutively numbered and labeled with the name of your organization (this includes cover sheet, budget forms, and appendices).
- Complete the cover sheet including your organization’s name and the contact information of the lead delegate for the proposal. Attach a copy to all seven copies submitted.

Proposals should start off with a short organizational description, which includes all of the points addressed below.

Organizational Description and capacity	<p>Provide an overview of your organization</p> <ul style="list-style-type: none"> ● What is the mission of your organization? ● What population does your organization serve? ● What types of activities does your organization conduct? ● Provide job descriptions of all staff who will be involved in proposed activities (job descriptions will not be considered part of the 6 page proposal limit). Also, please provide an up-to-date organizational chart for your organization that include the proposed project (organizational charts will not be considered part of the 6 page proposal limit). ● Provide a summary of your organization’s history in managing grants and contracts and meeting all deliverables set forth in grant contracts. ● Provide a summary of your organizations experience in recruiting participants, and conducting community education and outreach events.
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Next, after reviewing the scope and expectations of this project (as outlined above) please describe how your organization proposes to meet the below outlined program requirements. **Proposals must reflect the provision of all three services.**

Program Requirements	<p>Provide an overview on how your organization will conduct:</p> <ul style="list-style-type: none"> ● Education/outreach events for landlords, tenants, and homeowners, about lead poisoning prevention and healthy homes strategies. Innovation in designing and implementing education/outreach events is encouraged. Please explain how your organization will meet outlined requirements. Also, please highlight your organization’s past experience in conducting education/outreach events. ● In-home visits, events around lead poisoning prevention and healthy homes strategies. Please describe how your organization will meet the outlined requirements and detail any past experiences in providing in-home visits. ● Please explain how your organization’s proposal for education/outreach events and in-home visits will lead to the required amount of referrals for enrollment in HCWT’s Lead Grant Program. <p>Please outline how your organization will recruit the following populations:</p> <ul style="list-style-type: none"> ● Families with children under the age of six (required population) ● Low-income families (as defined above) (required population) ● Minneapolis residents (bonus points will be given to programs that target communities in North Minneapolis) ● Families with limited English proficiencies (bonus points will be given to programs that target families with limited English proficiencies). ● Please describe what population your organization will target in this intervention. ● Landlords (bonus points will be given to programs that target landlords).
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Lastly, your proposal should include a budget following the budget requirements outlined below and using the budget templates/worksheets in Appendix B.

Budget Requirements	<p>Please provide a year one budget which outlines:</p> <ul style="list-style-type: none"> • Proposed cost of services (staff time, supply costs, dust wipe sample costs, transportation costs, and any other costs associated with implementing proposal goals). <p>Note: Administrative costs will be allowed up to 10% of total direct costs presented. Please remember the above outlined deliverable services that are attached to funding when creating budgets.</p> <p>Second year budgets will be requested after funded organizations are approved to continue on with the project.</p>
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IV. Proposal Evaluation Criteria

All proposals will be evaluated based on the criteria outlined below.

Scope of Services	<ul style="list-style-type: none"> • Applicants will be evaluated based on what is presented in the proposal. • Close attention will be paid to how each different Scope of Service category (as outlined above) is addressed.
Organizational Capacity	<ul style="list-style-type: none"> • Organizations are NOT required to have experience in lead poisoning prevention work. Organizations without previous experience in this area will not be scored lower than organizations with previous experience. Rather, proposals will be scored based on how much experience an organization has in recruiting participants and conducting outreach and education events for any purpose. • The demonstrated capacity of the organization to implement and manage a project of this nature.
Budget Requirements	<ul style="list-style-type: none"> • Budgets will be evaluated based on minimum amounts of services required per \$1,000 as addressed in the Scope of Service section. • In cases where there are concerns about proposed budgets, applications will still be considered although changes may be made in terms of funds granted to an organization.
Bonus Points	<ul style="list-style-type: none"> • One bonus point will be given for each of the following areas: <ul style="list-style-type: none"> • Programs targeting North Minneapolis • Programs targeting landlords • Programs targeting limited English proficient families • Proposals that include in-kind contributions

The selection of agencies to be recommended to the City Council for funding will be based on:

- a comparison of merit scores assigned by the staff review panel;
- site visits, if deemed necessary;
- reviewing past contract performance of agencies, as applicable; and
- limitation of available funds.

V. Pre-Proposal Conference and Submission Deadlines

A pre-proposal conference will be held on Tuesday, March 2, 2010 from 3:00 p.m.-4:30 p.m. at the North Regional Library in North Minneapolis. The conference will be held in the library's North Meeting Room. The library's address is 1315 Lowry Avenue Northeast Minneapolis, MN 55411 and the phone number is (612) 630-6600.

The completed original proposal and six copies are due by no later than **4:00 pm on Thursday, March 25, 2010**. Proposals should be mailed or delivered to:

Lead Poisoning Prevention Grant Program/MDHFS
Finance Department Procurement Division, Room 552
330 2nd Avenue South, Towle Building
Minneapolis, MN 55401

Proposals received after the deadline may not be considered

Faxed or emailed copies of proposals will not be accepted.

VI. Administrative Requirements

Please review carefully the attached General Conditions (Appendix C, including conditions for grant funding), and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers Compensation (including coverage for subcontractors), General Liability, Commercial Auto Liability, and Professional Liability. Failure to maintain required insurance coverage may result in contract termination.

Additional information may be required from agencies awarded funding, including but not limited to:

- Articles of Incorporation
- List of Board of Directors
- Most recent programmatic Annual Report of agency activities and services provided.
- Copy of written policies and procedures for handling client complaints

Agencies approved to receive funding in excess of \$50,000 per year must complete the City's Affirmative Action plan process prior to executing a contract.

All services provided using these funds must comply with State and City licensure, permit and other related requirements. In addition, HUD requires that grantees use their best efforts to hire persons for funded projects from the neighborhood or geographic service area.

Organizations that are on HUD's list of disbarred or suspended organizations are not eligible to receive funding under this grant program.

Your completed application packet must include:

- Completed cover sheet (Appendix A) with a copy attached to each copy of the proposal.
- Project narrative (maximum 6 pages)
- Project Budget and budget narrative (Appendix B, maximum 3 pages)
- Job descriptions and agency organizational chart (please provide seven sets)
- Required administrative documents as detailed on the cover sheet (one set only)

Summary of Important Dates

Event	Due Date/Date of Event
RFP made available to the public	February 25, 2010
Pre-proposal conference	March 2, 2010 (3:00-4:30 p.m.) North Regional Library
Questions due after the pre-proposal conference	March 5, 2010 (by 9:00 a.m.)
Questions to be posted from the pre-proposal conference/other questions received	March 8, 2010 (by 4:00 p.m.)
Proposals due to MDHFS	March 25, 2010 (by 4:00 p.m. sharp)
Organizations with accepted proposals to be notified	No later than April 16

Appendix A

**MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT
LEAD POISONING PREVENTION GRANT
PROPOSAL COVER SHEET/CHECKLIST**

Applicant Agency Information	
Agency name	
Agency address	
Agency telephone Number	
Agency fax number	
Agency Director Name	
Agency Director telephone number	
Agency Director e-mail address	
Contact Person for this Proposal (if different from Agency Director)	
Name	
Title	
Telephone number	
Fax number	
e-mail address	

Documents attached

Original plus six (6) photocopies

- Project Narrative/Budget/Budget Narrative document
- Job descriptions and agency organizational chart (only two sets needed)

One copy of each of the following required documents (or provide an explanation as to why any of the documents cannot be provided):

- Most recent audit and management letter, or financial statements for the past three years
- IRS determination letter

Appendix B
PART I, BUDGET TEMPLATE AND JUSTIFICATION

PERSONNEL	ROLE ON PROJECT	BASE SALARY OR ANNUAL WAGE	% TIME ON PROJECT	TOTAL COST CHARGED TO PROJECT	IN-KIND SUPPORT (IDENTIFY SOURCE OF FUNDS)
Name 1:					
Name 2:					
Name 3:					
TOTAL SALARY/WAGES					
FRINGE BENEFITS					
TOTAL PERSONNEL COSTS					
COSTS ASSOCIATED REFERRALS [CATEGORIES BELOW MAY BE MODIFIED AS NEEDED]					
Other (specify)					
COSTS ASSOCIATED WITH EDUCATION AND OUTREACH EVENTS [CATEGORIES BELOW MAY BE MODIFIED AS NEEDED]					
Mileage					
Food					
Supplies (please specify)					
Other (specify)					
COSTS ASSOCIATED WITH IN-HOME VISITS [CATEGORIES BELOW MAYBE MODIFIED AS NEEDED]					
Mileage					
Dust Wipe Testing/In-home visits (for the purpose of this application please budget \$45 per in-home visit)					
Other (specify)					
TOTAL COSTS ASSOCIATED WITH DELIVERABLES					
Contractor Services if Applicable					
Services Needed (please specify)					
TOTAL CONTRACTUAL COSTS					
TOTAL DIRECT COSTS (sum of Total Personnel, Total Other Expenses, and Total Contractual)					
ADMINISTRATIVE COSTS (not to exceed 10% of Total Direct Costs)					
TOTAL PROJECT COSTS (sum of Total Direct Costs and Administrative Costs)					

YEAR 1 BUDGET JUSTIFICATION

PERSONNEL (SALARY/WAGES)

For all individuals funded by the grant, describe their role on the project and their qualifications for this role. If an individual is to be hired for the project, describe the qualifications sought for the position. Justify the time allocated to the project for each individual (e.g., explain why a full-time position is needed, or a quarter-time position is adequate, to accomplish the assigned responsibilities).

FRINGE BENEFITS

For the amount provided in the table, indicate whether the calculation was based on an across-the-board fringe benefits rate used by your agency (e.g., 25% of salary), or whether it was computed based on actual fringe costs for each individual. Identify what benefits are included (e.g., health insurance, dental insurance, life or disability insurance, FICA, pension, etc.)

EXPENSES BY CATEGORY

Referral expenses (specify). Provide an explanation and projected expenses for providing referral services.

Education/outreach expenses (specify). Provide an explanation and projected expenses for providing education/outreach services. Allowable expenses might include:

Mileage *Describe the purpose for the travel; provide the numbers of miles and mileage rate use (rate cannot exceed the IRS annual rate).*

Food *Describe the purpose for food/beverages as part of the project.*

Supplies *Describe the supplies and their applicability to the project.*

Printing *Estimate costs for printing or photocopying and explain how the amount was derived.*

Postage/courier *If mailing costs are expected to be more than a minimal amount, provide an explanation for the amount requested.*

In-home visiting expenses

Mileage *Describe the purpose for the travel; provide the numbers of miles and mileage rate use (rate cannot exceed the IRS annual rate).*

Dust wipe testing *Describe the number of tests expected and projected costs. (Note: For the purpose of this application please budget \$45 per in-home visit. Actual costs may vary).*

Other (specify) *Add an explanation for any other categories identified in the budget table.*

CONTRACTUAL COSTS

Identify any subcontractors that will be used for the project. Identify how they were or will be selected, and their qualifications and experience relative to the proposed project. Summarize the breakdown of contract costs by personnel (salary/fringes), fringe benefits, and other costs. If you use consultants, specify the hourly rate and the numbers of hours allocated.

ADMINISTRATIVE COSTS

Specify the rate used (not to exceed 10% of direct expenses) and indicate what agency costs are covered by the rate.

PART 2 OF BUDGET TEMPLATE

(Please complete the following chart outlining your organization’s proposed deliverables for this funding cycle).

Amount of Funding Requested	Number of Referrals to be Completed	Number of People to be educated via an education/outreach event	Number of In-Home Visits to be Conducted
\$25,000			
\$35,000			
\$45,000			
\$55,000			
\$65,000			
\$75,000			
\$85,000			
\$95,000			
\$100,000			
Other Amount Requested: <hr/>			

Please provide any other information that you feel would be helpful to the selection committee to justify the amount of funding in which you organization is requesting.

Appendix C
**General Conditions for Request for Proposals and
Conditions for Grant Contracts with the City of Minneapolis**

General Conditions for Request For Proposals (RFP)

(Revised - 10/2009)

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) 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 \$2,000,000 each occurrence and \$2,000,000 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) 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, 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 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" 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 subsection (a), (b) or (c) 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.

- (a) For Artwork: The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this Contract.

If the Public Artwork prepared under this Contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in a "License and Maintenance Agreement" between the Contractor and the City.

The City understands and agrees that upon the expiration or termination of this Contract, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

(c) For specifically commissioned development of intellectual technology: Subject to subparagraph (i), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Contract. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: 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.

(ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Contract.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated 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.

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 or by calling 612 673-3012.

Grants: City of Minneapolis Special Conditions for Grant Contracts

A. 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.

B. 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.

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).

C. 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.

D. 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.

E. 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.

F. 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.

G. Subcontracting:

Subcontract Provisions - The Contractor will provide notice to each subcontractor of the provisions in this contract entitled Non-Discrimination in every subcontract or purchase order pertaining to this contract specifically or by reference.

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

Monitoring - The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Upon request by the City, the 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 a copy of this contract in its entirety to be provided to all subcontractors for any subcontract agreement executed in the performance of this Contract.

Selection Process - The Contractor shall undertake to insure that all subcontracts let in the performance of this Contract 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 and State Requirements

A. Section 504 of the Rehabilitation Act of 1973, (29 USC 794, et. seq.). The Contractor agrees to comply with any federal regulations issued, which prohibits discrimination against the handicapped in any federally assisted program.

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. Endangered Species Act of 1973 (7 USC Section 136, 7 USC Section 460 et. seq.) The Contractor agrees that no funds provided under this Contract shall be used so as to cause harm to threatened or endangered plants or animals.

D. Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201 et.seq.). The Contractor shall comply with the Fair Labor Standards Act and regulations promulgated there under.

E. The Age Discrimination Act of 1975 (42 USC 6101), as amended, which prohibits discrimination of age in programs or activities receiving federal financial assistance.

F. 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.

G. 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.

- H. Title VI The Civil Rights Act of 1964 (42 USC 200d)**, as amended by the Equal Employment Opportunity Act of 1972 which prohibits discrimination on the bases 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.
- I. Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-708** and regulations promulgated at 45 CFR Part 76, Subpart F which require each grantee or sub grantee (an “employer”) to publish a statement to employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employer’s workplace and to certify that the employer has otherwise complied with the drug free workplace requirements contained in 45 CFR Part 76, Subpart F. Sections 76.630 (c) and (d)(2) and 76.645(a)(1) and (b).
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:
- *Executive Order 12291 – Regulations*
 - Executive Order 12259 - Leadership and Coordination in Federal Housing Programs
 - Executive Order 12612 - Federalism
 - 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.
- 29 CFR Part 37 – Implements Workforce Investment Act of 1998.

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

The undersigned hereby certifies, to the best of his or her knowledge and belief,

that:

- 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.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____,

BY: _____

TITLE: _____

FOR: _____

(Organization)

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

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and 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.**

Name and Title of Authorized Representative

Signature

M. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order 11246 “Equal Employment Opportunity”, as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” and as supplemented by regulations at 41CFR 60 “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Part III-CDBG (Community Development Block Grant Funds), ESG and HOME Special Conditions

I. The following requirements apply to CDBG, ESG and Home:

“Section 3” Clause - Compliance with the provisions of Section 3 regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Contractor and any subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Contract: "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project." The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

“Section 3” Notifications - The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

“Section 3” Subcontracts - The Contractor will include the "Section 3" clause in every subcontract for work in connection with this contract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantor Agency. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

II. The following requirements apply only to CDBG funded contracts:

General Requirements - The Contractor agrees to comply with the requirements, as applicable, of:

- Section 3 Of The Housing And Urban Development Act Of 1968.
- Section 109 Of Title I Of The Housing And Community Development Act Of 1974 (The Fair Housing Act, 42 U.S.C. Section 5309; (24 CFR Part 6)).

- 24 CFR Part 85 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State, Local And Federally Recognized Indian Tribal Governments.

National Objectives - The Contractor agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight,
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.