Minneapolis
City of Lakes

Department of Health
& Family Support

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

Office 612 673-2301
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www.ci.minneapolis.mn.us/dhfs

DATE: MARCH 5, 2012

TO: COMMUNITY-BASED AND NEIGHBORHOOD ORGANIZATIONS

FROM: MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

RE: REQUEST FOR PROPOSALS TO PROVIDE LEAD POISONING PREVENTION AND HEALHTY HOMES 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 and healthy homes services in collaboration with Hennepin County and the Minnesota Department of Health. These funds are for education and community projects to prevent lead poisoning and promote safe and healthy homes.

MDHFS has also partnered with the Minneapolis Regulatory Services department on a Lead Hazard Control application to the U.S. Department of Housing and Urban Development (HUD), and expects to hear about acceptance or rejection of this proposal in spring or early summer 2012. MDHFS may also apply and be funded for additional lead and healthy homes outreach and education activities in the future.

These funding opportunities require MDHFS to partner with community agencies to conduct lead and healthy homes outreach, education, in-home visiting and referral to remediation services. This request for proposals (RFP) is to identify organizational partners for these activities for 2012-2015. The enclosed materials are designed to provide organizations 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 A & B
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 – Minnesota Healthy Homes Assessment Tool
Appendix C – City of Minneapolis General Conditions for RFP

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 and other figures are mathematically accurate and are consistent throughout your application.

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 Wednesday, March 14, 2012, from noon -1:00 p.m. at the Hosmer Library meeting room in South Minneapolis. The library's address is 347 E. 36th St., Minneapolis, MN 55408. The phone number is (612) 543-6900. 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 and Healthy Homes 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 16th. Answers will be posted in a Q&A document on the MDHFS website, http://www.minneapolismn.gov/health no later than 4:00 p.m. on Monday, March 19th. 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 Monday, April 2, 2012.** Proposals should be mailed or delivered to:

Lead and Healthy Homes Grant Program/Health
Finance Department Procurement Division, Room 552
330 2nd Avenue South
Minneapolis, MN 55401

Proposals received after the deadline may not be considered

Faxed or emailed copies of proposals will not be accepted.

Please note that on March 19, 2012, the Minneapolis Regulatory Services Department will issue a separate RFP to identify partners for a separate funding stream. These are two different RFPs, and organizations interested in applying for partnership with both departments must respond to both RFPs.

If you need this document in an alternative format, please notify the department by fax (612) 673-3866 or email at health.familysupport@minneapolismn.gov, 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 LEAD AND HEALTHY HOMES EDUCATION AND OUTREACH PARTNERS

Issued March 5, 2012

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 $147,000 for educating low-income families about lead poisoning prevention, and enrolling properties where they live in lead remediation programs. The service period is June 1, 2012 – August 31, 2013.

MDHFS has also received funds awarded to the Minnesota Department of Health (MDH) by the Centers for Disease Control and Prevention (CDC). These funds are $18,000/year for healthy homes assessments, in-home visits and supplies distribution (for example: radon test kits, carbon monoxide monitors, night lights, fire extinguishers, etc.). Current MDHFS lead and healthy homes community partners are receiving these funds and providing these services for the current period (February 1, 2012 – August 31, 2012). MDHFS may receive an additional $18,000/year for two years (September 1, 2012 – August 31, 2014) to continue these healthy homes assessments and supplies distribution activities.

MDHFS has also partnered with the Minneapolis Regulatory Services department on a Lead Hazard Control application to the U.S. Department of Housing and Urban Development (HUD), and expects to hear about acceptance or rejection of this proposal in spring or early summer 2012. MDHFS may also apply and be funded for additional lead and healthy homes outreach and education activities in the future.

These funding sources require MDHFS to partner with community agencies to conduct lead and healthy homes outreach, education, in-home visiting and referral to remediation services. This request for proposals (RFP) is to identify organizational partners for these activities for June, 2012- December, 2015. 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 continuing or expanding their work to include outreach/education strategies that prevent lead poisoning and promote safe and healthy homes.

Awards are anticipated to range between $25,000- $100,000 annually based on services provided. Total current funding for these projects is $147,000 for lead poisoning prevention. The funding period for this current funding is June 1, 2012 – August 31, 2013. Additional funding periods for future funding may start as early as June 1, 2012 and end up to December 31, 2015. Once partners are identified and funded, receipt of additional funding is contingent upon agency performance and the continued availability of funding.

These funds for education and outreach projects around lead and healthy homes are part of larger lead and healthy homes projects at the Minneapolis Department of Health and Family Support (MDHFS), Hennepin County Works and Transit (HCWT), the Minnesota Department of Health (MDH), Minneapolis Regulatory Services, and other partners. The overall goals of lead-related projects are to reduce the number of lead poisoning cases by providing education, outreach, and

remediation of lead hazards. The overall goals of healthy homes related projects are to address asthma triggers and other home health hazards by providing education, outreach, supplies and remediation to reduce asthma triggers and make homes safer. Projects focus on populations at most risk for harm, including low-income populations, participants in public assistance programs, and minority populations shown to have health disparities. The critical roles that the identified MDHFS community partners will play in these projects center on reaching residents in target communities and populations with the following services:

- **Community Outreach and Education:** providing education at community-based venues to reach at-risk residents with accessible and compelling information to help them address lead and healthy homes hazards.
- **In-Home Visiting:** providing in-home education and assessment of properties for lead and healthy homes hazards.
- **Healthy Homes Supplies Education and Distribution:** identify, purchase and distribute needed supplies to make homes safer, and provide education to residents about the supplies' purpose, use and upkeep.
- **Referrals to Lead Hazard Control and other Healthy Homes Hazard Remediation Programs:** motivate qualified homeowners, tenants, and landlords to access available lead and healthy homes remediation funding and resources.
- **Complete and Submit Application Packages:** assist homeowners, tenants, and landlords to complete required forms to enroll properties in remediation programs and grants; submit these forms to appropriate entities.

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

- **Reach the intended target populations for the grants.** For the $147,000 currently available for lead education and outreach, the target populations is Hennepin County homes with low-income families and resident or visiting children under the age of six. Enrollments of households earning 50% Area Median Income (AMI) or less AND having at least one child under the age of six living in the home are a specific focus. Families with limited English proficiency are also a population of particular interest to be served.
- **Purchase and distribute supplies according to the rules outlined by the funding source.** MDHFS currently receives $18,000/year of Minnesota Department of Health funding for healthy homes assessments and supplies for 18 households. The $1,000 paid per assessment includes an initial in-home assessment and education visit, a follow-up in-home education visit where healthy homes supplies are distributed, and a six-month follow-up. Up to $500 of this $1,000/household can be used on healthy homes supplies including the following allowable costs:

Item	Cost	Item	Cost
Hygrometer (digital)	$10	Trash cans with sealable covers	$18
Track mats for exterior doors	$20	Night lights (3)	$6
Non-toxic cleaning supplies	$20	Non-skid pads for rugs	$20
Radon test kit (short term)	$15	Smoke detectors (3)	$45
Carbon monoxide monitor	$40	Fire extinguisher	$35
Batteries	$5	Sheet/pillow covers – 2 bedrooms	$100
Childproof locks	$10		

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 with experience in lead and healthy homes education and outreach will be given preference in the review process.

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

Respondents are required to respond to both Section A (current funding) and Section B (potential future funding) of this RFP.

SECTION A: Proposed activities and budget for currently available lead poisoning prevention funds

$147,000 is currently available for recruiting and enrolling properties in lead hazard control grants from Hennepin County Works and Transit. This section of the RFP describes the scope of this work. (See Section B for scope description for potential future funding.)

Goals of Program	Generate enrollments in HCWT's Lead Grant Program (completed application packages) by conducting education and outreach events on lead poisoning, in-home visits focusing on lead poisoning prevention, and/or other innovative outreach and education strategies defined by the applicant.
Required Populations for Intervention	Required Populations: (NOTE: $500 per eligible enrollment will be paid to community partners.) • Low income families. Families must be below current HUD low-income limits (updated annually). • Owner occupied households must have a child under six 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. • Units must be in Hennepin County, with emphasis on enrolling units in North and South Minneapolis.
Targeted Population for Intervention	Targeted Population: • Households earning 50% Area Median Income (AMI) or less, **AND** having at least one child <u>living</u> in the home. (NOTE: An additional $500 per enrollment will be paid to community partners when they identify and enroll a household from the targeted population, for a total of $1,000/enrollment. Enrollments meeting the target population criteria, but where the community partner did not play a role in initially identifying the household, will not be paid this additional $500. Also, a maximum of $1,000 bonus will be paid per rental property. For example, if four units at one address are enrolled that meet the target population criteria, partners will be paid $500 per unit plus $1,000 bonus, a total of $3,000 for enrolling the four units.)
Enrollment Requirements	An enrollment 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). Eligible <u>properties</u> must be: • Built before 1978

<table>
<tr><td></td><td>

- Be privately owned
- Not be project based Section 8 (but properties with tenant vouchers are eligible).

Eligible households must be:

- Households with children under six as detailed above.
- Meet Required or Target income limits. Current limits are listed below, and these are updated annually by HUD:

# in household	REQUIRED	TARGET
1	$45,500	$29,400
2	$52,000	$33,600
3	$58,500	$37,800
4	$65,000	$41,950
5	$70,200	$45,350
6	$75,400	$48,700
7	$80,600	$52,050
8	$85,800	$55,400

(Note: Final decisions on income levels will be made by HCWT Lead Grant Program Staff).

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<tr><td>In-home Visit Requirements</td><td>

In-home visits consist of an educator coming into either a home owner's house or a rental unit to:

- 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 assume $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 survey to assess other healthy homes indicators (in addition to lead).
- 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.

Funding Requirement Minimum for In-Home Visits

- Community partners must provide at least one in-home education visit for every $400 of requested funds. **THERE ARE NO EXCEPTIONS TO THIS MINIMUM.**

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<tr><td>Training Requirements</td><td>All project staff are required to complete the Essentials for Healthy Homes Practitioners Training during the course of the project.</td></tr>
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	All NEW community partners will be required to attend trainings conducted by MDHFS at the beginning of the project. Trainings will include but are not limited to: • Lead poisoning prevention and healthy homes strategies. • The referral process and the application package. • Suggestions for conducting in-home visits. • Tools for data collection. All community partners are required to attend trainings conducted by MDHFS or other entities as-needed periodically throughout the funding cycle.

Section B: Description of organizational capacity and services for future funding
This section of the RFP describes the scope of work for anticipated future lead and healthy homes outreach and education funding. (See Section A for scope description of currently available lead funding.) MDHFS is interested in hearing about the services community organizations offer in these areas, including approximate anticipated budget amounts, in order to make decisions about community partners for future funding opportunities.

Service	Description
Community Outreach and Education	Education and outreach: • can be either informal or formal presentations to small or large groups of people. • can include: speaking at community-based venues, door knocking, written and/or spoken material, blood lead testing for children and pregnant women. • must target landlords, tenants, and homeowners. • must be appropriate for populations disproportionately experiencing lead poisoning, asthma, and other home health and safety issues, including low-income groups and Limited English Proficient populations. (NOTE: Applicants are encouraged to describe additional innovative strategies for engaging target populations on lead and healthy homes issues.) The primary focus of some projects is lead poisoning prevention and awareness, while other projects include asthma and other healthy homes topics. Applicants should specifically describe their organization's education and outreach strategies for: (1) lead poisoning prevention; (2) asthma/allergy triggers; and (3) other healthy homes practices including carbon monoxide, radon, mold levels, fire and fall home safety and integrated pest management solutions. Applicants should describe how these education and outreach strategies can be provided both separately and in an integrated fashion.
In-Home Visiting	Providing lead and healthy homes education during in-home visits is an effective way of: (1) assessing and identifying hazards specific to a household and the property they live in; (2) gathering required information for enrollment in remediation grants and programs; and (3) engaging families and building their trust so that they are highly engaged in improving the lead and healthy homes hazards around them. Potential future lead and healthy homes funding from the Minnesota

	Department of Health (MDH) includes in-home assessment of hazards using the Healthy Homes Assessment Tool (EXHIBIT B). Other potential funding sources may require different assessment tools. Applicants are asked to describe their experience and capacity to provide lead and healthy homes in-home assessment and education visit services including: (1) the partner organization's experience reaching the target populations with in-home lead and healthy homes education visits; (2) providing evidence of the effectiveness of the partner organization's in-home visiting services and strategies; and (3) the partner organization's strategies for completing the MDH Healthy Homes Assessment Tool and other similar tools from other funders.
Healthy Homes Supplies Education and Distribution	Some lead and healthy homes outreach and education funds allow for purchase and distribution of healthy homes supplies to address healthy homes issues. For the Minnesota Department of Health's Lead and Healthy Homes funding, specific allowable items and their costs are listed (see section I). Other potential funding sources are expected to also have allowable items lists with costs per item and overall maximum amounts allowed per household. Applicant agencies are asked to describe their experience purchasing and distributing healthy homes supplies at in-home visits including: (1) strategies used to insure the agency is getting the best price for individual items; and (2) how the agency insures that maximum amounts per item and per household are not exceeded. Also describe in detail how the agency's education and distribution strategy insures that the target population understands the purpose, use and upkeep of healthy homes supplies, and limits the chances that the supplies will be improperly or unused.
Referrals to Lead Hazard Control and other Healthy Homes Hazard Remediation Programs	Lead and healthy homes education and outreach funding often comes as part of broader funding to enroll households and housing units in lead and healthy homes remediation programs. In other cases where the funding comes independently, it is still important for Minneapolis lead and healthy homes education and outreach strategies to link families and properties with any available resources to address and mitigate the hazards. Remediation programs are often only available to, or give priority for, populations most at-risk, including low-income groups and populations experiencing health disparities. Applicant agencies should describe their experiences and strategies for: (1) identifying households and properties most at-risk for lead and healthy homes issues; (2) identifying households and properties that meet specific lead and healthy homes remediation grant requirements; and (3) linking families and households they reach through outreach and education to available remediation resources.
Complete and Submit Application Packages	Lead and healthy homes remediation funding requires fully and accurately completed application packages from eligible households and units in order to enroll units in the programs. Community outreach and education partners play a key role in insuring those application packages are complete and accurate by dedicating resources to gathering required information from families, tenants, landlords and/or property owners. In some cases, including the currently-available

	funding outlined in Section A, MDHFS anticipates paying community partners for each fully-and accurately completed application from eligible households and units, instead of reimbursing partners for specific expenses that led to that enrollment. Applicant agencies should describe their experiences and expertise in completing eligibility packets for the target populations, especially lead and healthy homes remediation enrollment packet experiences, including: (1) how they gather information from the various entities (tenants, owners, landlords, etc.) to provide a complete application; and (2) strategies they use to ensure application packages are complete and accurate.

III. Proposal Requirements

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

All proposals need to use the following proposal format:

- Use 12 point font, single spaced, 1" margins.
- Limit of **10 pages** (job descriptions of staff and agency organization chart are not included in the 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.

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

Organizational Description and capacity	Provide an overview of your organization • 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 proposal page limit). • Provide an up-to-date organizational chart for your organization (organizational charts will not be considered part of the proposal page 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.

Next, refer to the scope and expectations of this project (outlined above) to answer the following questions.

Section A: Proposed activities and budget for currently available lead poising prevention funds

1. What is your agency's overall budget request?

TOTAL # enrollments x $500 = _____

+

# of enrollments from target population x $500 = _____

TOTAL BUDGET REQUEST = _____

2. Describe what population(s) your organization will reach in this intervention, including what percent of your proposed enrollments will be from the target population. (Proposals with greater than 75% of enrollments coming from the target population will receive bonus points.)

3. Outline how your organization will recruit the following populations:
   - Families with children under the age of six **(required population)**
   - Low-income families (as defined above) **(required population)**
   - Hennepin County residents, with focus on North and South Minneapolis **(required population)**
   - Households earning 50% Area Median Income (AMI) or less, **AND** having at least one child living in the home **(target population)**

4. Describe the education and outreach strategies your organization will use to engage people from the required and target populations, including events, in-home visits and other innovative strategies your organization proposes.

5. How many in-home visits are you proposing to provide? (Community partners must provide at least one in-home visit for every $400 of requested funds.)

6. Describe how your organization will meet the outlined in-home visit requirements and detail any past experiences in providing in-home visits.

7. Explain how your organization's proposal for education, outreach and in-home visits will lead to your proposed amount of enrollments in HCWT's Lead Grant Program.

8. Describe your agency's strategies for generating fully completed enrollment packages from the required and target population.

9. Outline how your proposed project staff meet the training requirements.

Section B: Description of organizational capacity and services for future funding

Service	Response areas
Community Outreach and Education	1. Organizational experience and capacity: 2. Description of your approach to providing this service:

	3. Estimate of budget/resources utilized for this service:
In-Home Visiting	1. Organizational experience and capacity: 2. Description of your approach to providing this service: 3. Estimate of budget/resources utilized for this service:
Healthy Homes Supplies Education and Distribution	1. Organizational experience and capacity: 2. Description of your approach to providing this service: 3. Estimate of budget/resources utilized for this service:
Referrals to Lead Hazard Control and other Healthy Homes Hazard Remediation Programs	1. Organizational experience and capacity: 2. Description of your approach to providing this service: 3. Estimate of budget/resources utilized for this service:
Complete and Submit Application Packages	1. Organizational experience and capacity: 2. Description of your approach to providing this service: 3. Estimate of budget/resources utilized for this service:

IV. Proposal Evaluation Criteria

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

Organizational Capacity to Provide: • Outreach and education for current lead funding (Section A) • Lead and healthy homes outreach and education for future funding (Section B)	• Organizational experience with lead and healthy homes education and outreach is preferred by not required. Organizations without previous experience in lead and healthy homes must outline experience recruiting participants and conducting outreach and education for other purposes. • The demonstrated capacity of the organization to implement and manage a project of this nature.
Section A: Current lead funding	• The proposed program's likelihood of success recruiting populations from the required and target populations. • Will the proposed program's education and outreach strategies engage the populations they aim to reach? • Does the proposal include at least one in-home visit for every $400 requested? • Does in-home visiting strategy include dust wipe sampling, visual surveys and enrolment application completion? • Likelihood that proposed strategies will lead to the # of fully completed enrollment packages proposed? • Do program staff meet training requirements?
Section B: Potential future funding	• Does proposal address areas outlined in Scope of Services for each of the 5 service categories? • Does organization have the experience and capacity to provide each service? • Will the organization's approach lead to success for each category? • Is the estimated budget reasonable for the service provided?
Bonus Points	• Programs targeting Limited English Proficient

	families • Programs outlining outreach and enrollment strategies that not only enroll households, but also educate families, landlords and property owners about the dangers of lead and other healthy homes hazards • Proposals with 75% or more their enrollments reaching the target population (households earning 50% Area Median Income (AMI) or less, **AND** having at least one child living in the home)

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 City and County 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 Wednesday, March 14, 2012 from noon-1:00 p.m. at the Hosmer Library in South Minneapolis. The conference will be held in the library's North Meeting Room. The library's address is 347 E. 36th St., Minneapolis, MN 55408. The phone number is (612) 543-6900. Please bring a copy of the RFP.

The completed original proposal and six copies are due by no later than **4:00 pm on Monday, April 2, 2012.** Proposals should be mailed or delivered to:

Lead and Healthy Homes Grant Program/Health
Finance Department Procurement Division, Room 552
330 2nd Avenue South
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 HUD 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 10 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	March 5, 2012
Pre-proposal conference	March 14, 2012 (noon-1:00 p.m.) Hosmer Library
Questions due after the pre-proposal conference	March 16, 2012 (by 9:00 a.m.)
Questions to be posted from the pre-proposal conference/other questions received	March 19, 2012 (by 4:00 p.m.)
Proposals due to MDHFS	April 2, 2012 (by 4:00 p.m. sharp)
Organizations with accepted proposals to be notified	No later than May 31, 2012

APPENDIX A

MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT
LEAD AND HEALTHY HOMES FUNDING
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
☐ 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

MINNESOTA HEALTHY HOMES ASSESSMENT TOOL

Date _____

Assessor _____

Housing Info

Address _____ Apt# _____

City _____ Zipcode _____ County _____

Housing Type: *(circle one)* Owner-Owned Rental-Single Rental-Duplex Rental-Multi

Approx. year built: *(circle one)* Pre-1940 1940-1959 1960-1977 1978+ Unknown

Resident Survey

Home Phone: (____) _____ - _____

Cell Phone: (____) _____ - _____

Email: _____

Number of Occupants: _____

Number under 6yrs: _____

Does anyone who lives in the home smoke?	Y N DK
Do visitors ever smoke in your home?	Y N DK
Are there extension cords used?	Y N DK
Is there any condensation visible? OR water/moisture problems/concerns?	Y N DK
Are there any visible mold or musty odor problems?	Y N DK
Are chemicals, pesticides, cleaning supplies, or medications stored within easy reach of children? (e.g. below the sink)	Y N DK
Do you have a problem/concern with pests in the home? (e.g. bodies, fecal pellets or gnaw marks)	Y N DK
Has anyone in the house been scalded by water in the past 12 mo? *If yes,* did this require medical attention	Y N DK Y N DK
Has anyone less than 6 yrs, that lives in the home, been diagnosed by a health professional with asthma? *If yes,* has there been symptoms in the past 12 mo?	Y N DK Y N DK
Has any child been injured in the home in the past 12 mo? Did they require medical attention?	Y N DK Y N DK

Location Key:
B1 - Bedroom
B2 - Bedroom
B3 - Bedroom
LR - Living Room
DR - Dining Room
KT - Kitchen
BA - Bath
HA - Hallway
ST - Stairs
P1 - Porch
P2 - Porch
BT - Basement
OT - Outside

Action Key:
EO - Education Only
ER - Education and Rehab
T - Testing

Condition Key:
Go - Good
Avg - Average
Pr - Poor

Assessor Inspection

Is there any condensation visible?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Are there any visible mold or musty odor problems?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Does the bathroom(s) have a working exhaust fan?	Y N DK		EO ER T Actions:
Does the bathroom have non-slip surfaces?	Y N DK	Types:	EO ER Actions:
Are there any water damage or water stains?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Is there evidence of pests in the home?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Has the lowest level of the building been tested for radon?	Y N DK	Result: _____ pCi/L	EO ER T Actions:
Are there any missing or non-working smoke alarms?	Y N DK	B1 B2 B3 BT HA	EO ER T Actions:
Are there any missing or non-working CO alarms?	Y N DK	B1 B2 B3	EO ER T Actions:

Assessor Inspection (continued)

Is there any chipping or peeling paint?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER T Actions:
If yes, explain:			
Is there any bulging/buckling in the floors?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Is the home free from hazards that could cause injuries, such as tripping hazards, sharp edges, and missing or broken stairs or railings?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA Explain:	EO ER Actions:
Are the railings of a porch, deck, patio or balcony secure? Are all spindles in place, in good condition, and not more then 4 inches in between? Is the railing high enough to prevent falling, a minimum of 36 inches high?	Y N DK Y N DK Y N DK	Explain:	EO ER Actions:
Do the stairs have proper lighting?	Y N DK		EO ER Actions:
Are un-vented combustion appliances present? or Dryer? *If yes,* what types?	Y N DK	Types:	EO ER Actions:
Is the clothes dryer drum free of lint?	Y N DK		EO ER Actions:
Are there extension cords used? *If so,* what is their condition?	Y N DK Ex Avg Pr	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
		For homes with children	
Is there evidence of smoking in the home?	Y N DK	B1 B2 B3 LR DR KT HA OT P1 P2 BT BA	EO ER Actions:
Are chemical(s), pesticides, cleaning supplies, or medications stored within easy reach of children?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Are there window blind cords or other strangulation hazards?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
If there are stair gates, do they work?	Y N DK		EO ER Actions:
Are window guards present?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Are there missing or broken electrical covers?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
Are there child tamper-resistant outlet covers?	Y N DK	B1 B2 B3 LR DR KT HA ST P1 P2 BT BA	EO ER Actions:
The water heater is set at what temperature? Is it safe for children? (<120 F)	_____F Y N DK		EO ER T Actions:

HH 11-23-2011

APPENDIX C

General Conditions for Request For Proposals (RFP)

(Revised - 12/2011)

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 it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, 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. Amount of coverage will be automatically increased if the project amount is expected to exceed $2,000,000 or involves potentially high risk activity.
c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least $1,000,000 per accident.

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 current ACORD Form. 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, or the Contractor will assume full liability of the subcontractors.

7. <u>Hold Harmless</u>

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 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. Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

13. 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.

14. 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.

15. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form 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.

16. 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.

17. 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.

18. 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.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.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.

19. 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.

20. 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).

21. 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*, which can be found at:
http://www.minneapolismn.gov/www/groups/public/@clerk/documents/webcontent/convert_282125.pdf

22. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

23. 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.

24. 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.

25. 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.

26. Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own 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 produced by the Contractor 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 will be modified to provide that the Contractor is the sole owner of any software, program or application where 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.

27. 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.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf
It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

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 612 673-2112

Special Conditions for Federal and State Grant Funded Contracts

(Revised: 5/2011)

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.

A. Conduct:

Prohibited Activity - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project 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.

B. Materials Produced by Contractor:

Grantor Recognition - The Contractor shall insure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or 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.

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota Statutes, Section 182.65, et. al., (the Occupational Safety and Health Act of 1973, and the Minnesota Right to Know Act) is made available to Contractor's employees and any applicable labor unions or worker's representatives.

Infringement - Contractors 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.

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 Section 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 (5 USC Section 1501 et. seq.)**.** 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 Section 6101et. seq.), 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 Section 12101 et. seq.), 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 Sections 1681-1688 et. seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

H. Title VI The Civil Rights Act of 1964 (42 USC Section 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. Sections 701-708 and regulations promulgated at 24 CFR Part 21, 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 24 CFR Subparts A, B and E.

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 12549 – Debarment and suspension
- Executive Order 12612 - Federalism
- OMB Circular A-21 - Cost Principles for Educational Institutions (See 2 CFR Part 220).
- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Governments (See 2 CFR Part 225).
- 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 (See 2 CFR Part 215).
- OMB Circular A-122 - Cost Principles for Nonprofit Organizations (See 2 CFR Part 230).
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 84 and Part 85)
- Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et. seq.).
- Title VIII of the Civil Rights Act of 1968 (42 USC Section 3601 et. seq.)

- 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. Non-procurement Debarment and Suspension. The Contractor agrees to comply with 2 CFR Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 CFR Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 CFR Part 2424 and Subpart C of 2 CFR Part 180.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 CFR Part 376, Subpart C.

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."

IV. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

(Public Law 109-282; 31U.S.C. Section 6101, et. seq.)

The FFATA applies to direct federal grants received by the City which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of $25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsrs.gov for details).

CDBG, ESG and HOME Special Conditions

(Revised 5/2011)

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

A. Section 3 Requirements

1. **General** – The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u ("Section 3").The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. **Regulations** - The parties to the contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. **Notifications** – The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. **Subcontracts** – The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. **Certifications –** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

6. **Enforcement** – Non-compliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

7. **Indian Housing** – With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b)

agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

B. Property Records

The Contractor shall maintain real property inventory records which clearly identify properties purchased and sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Section 570.505.

C. Acquisition & Relocation

The Contractor agrees to comply with 24 CFR Section 570.606 relating to the acquisition of all real property utilizing grant funds and for displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.