

Community Planning and Economic Development
Development Services Division
105 Fifth Ave. S. - Room 300
Minneapolis, MN 55401
TEL 612.673.2830



www.minneapolismn.gov

December 21, 2015

To whom it may concern:

Attached is a Request for Qualifications (RFQ, attached) for services from professionals meeting The Secretary of the Interior's *Professional Qualification Standards* (as published in the Federal Register of September 29, 1983) for the preparation of a Native American context statement and reconnaissance-level survey supplement for the City of Minneapolis. Please consider submitting qualifications if your firm meets these standards and is available. See the RFQ for details and direct any questions that you may have to project manager John Smoley at 612-673-2830 or john.smoley@minneapolismn.gov.

Qualifications are due by January 18, 2016. Thank you for your consideration.

Sincerely,

Steve Poor
Development Services Director

Request for Qualifications



City of Minneapolis
Department of Community Planning & Economic Development
Development Services Division

Native American Context Statement
and
Reconnaissance-Level Survey Supplement
December 21, 2015

Qualifications Due by: January 18, 2016

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REQUEST FOR QUALIFICATIONS
FOR

Native American Context Statement and Reconnaissance-Level Survey Supplement

I. INVITATION: The City of Minneapolis (hereinafter referred to as the City) makes this Request for Qualifications (hereinafter referred to as the RFQ) in order to select a qualified Consulting Firm (hereinafter referred to as the Consultant) to prepare a Native American context statement and above-ground reconnaissance-level survey supplement for the City of Minneapolis (hereinafter called the Project) to help identify properties potentially worthy of local historical designation due to their associations with significant aspects of our community’s Native American heritage. The Project is generally described in the “Scope of Services” (Attachment A) including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Project.

. While the total project budget is \$30,000, the total Consultant budget is \$24,920. A Certified Local Government grant from the National Park Service through the Minnesota State Historic Preservation Office has provided \$15,000 for this effort. Matching city funds comprises the remainder of the budget. Consultant funds are reserved for preparation of the context statement and reconnaissance-level survey supplement. The remainder of the \$30,000 will be utilized by City staff, who are responsible for public outreach and input.

II. QUALIFICATIONS DUE DATE and LOCATION: The Consultant shall submit one electronic copy of their qualifications to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Qualifications for:
Native American Context Statement & Reconnaissance-Level Survey Supplement
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401
RFP.Responses@minneapolismn.gov

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), January 18, 2016.**

NOTE: Late Qualifications may not be accepted.

III. QUALIFICATIONS FORMAT: The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section IV – “EVALUATION OF QUALIFICATIONS.” To allow for easier comparison of Qualifications during evaluation, Qualifications should contain the following sections and appendices and be arranged in consecutive order.

1. **Executive Summary:** An executive summary, designed to reflect the applicant’s understanding of the project, must begin the qualifications.
2. **Research Design:** A research design must be included in the qualifications.
3. **Graphic Capabilities:** Applicants should provide a sample of 1-4 sheets from a recent project that demonstrate the firm’s graphic presentation capabilities.
4. **Staffing:** Applicants should note how tasks will be completed and by whom, including interaction with city staff. Involved individuals should provide resumes noting applicable experience. Sub-consultants should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program. If submitted by a team, the qualifications should include the name of the team leader, the composition of the team and their rationale for selection, and the qualifications/resumes and experience of each team

member. Principal team members must meet The Secretary of the Interior’s Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).

5. **Budget:** The total Consultant budget for the completion of the project is \$24,920. The budget should include a cost breakdown for each of the proposed activities, project hours for each member, and a statement as to how the project will be billed.
6. **Timeline:** All Qualifications should indicate a beginning date, a project schedule that identifies major tasks to be accomplished and when (including revision time prior to final submission), and anticipated delivery date for the final product. The City’s project manager will arrange a meeting with the selected Consultant to ensure that the Consultant understands the project scope. All work must be completed by the Consultant by July 1, 2016.
7. **Experience and Capacity:** Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. Include projects, names, addresses, and telephone numbers of references for whom the team has completed comparable projects, with basic information about those comparable projects.
8. **Company Financial Information:** Provide proof of financial responsibility, to include necessary insurance and disclosure of any bankruptcy filings by the Consultant, its principles, and officers during the previous seven years.

IV. EVALUATION OF QUALIFICATIONS – CONSULTANT SELECTION: Qualifications will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis’ Development Services Division, Neighborhood and Community Relations Division, and other City staff assistance as they might require. The Evaluation Panel will select the most qualified Consultant, based on the required criteria listed in Section III “QUALIFICATIONS FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of qualifications.
- B. Qualifications and experience of staff (includes a review of references).
- C. How well the services offered meet project objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFQ.
- E. Organization and management approach and involvement for a successful project.
- F. Small & Underutilized Business participation.
- G. Insurance coverage as defined for the services.

V. SCHEDULE: The following is a listing of Project milestones:

RFQ Release	December 21, 2015
Questions on RFQ Due by	January 8, 2016
Responses to Questions posted by	January 11, 2016
Qualifications due by	4:00 PM on January 18, 2016
Estimated Consultant selection	January 28, 2016
Estimated services start date	February 15, 2016
Sample chapter of the context statement due to City with a sample of preliminary reconnaissance-level survey results	March 30, 2016
Draft of the context statement and reconnaissance-level survey supplement due to City	May 5, 2016
Final copies of the context statement and	July 1, 2016

- VI. CONTRACT:** The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein per the attached City of Minneapolis Standard Agreement Form.
- VII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing (e-mail is acceptable) only*** to project staff:

John Smoley
250 4th ST S, PSC 300
Minneapolis, MN 55415
john.smoley@minneapolismn.gov

All questions are due no later than January 8, 2016. Responses to the questions will be posted by January 11, 2016 on City's RFQ website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

- VIII. REJECTION OF QUALIFICATIONS:** The City reserves the right to reject any Consultant on the basis of the Qualifications submitted. The City reserves the right to reject all Qualifications or any Consultant on the basis of the qualifications submitted.
- IX. ADDENDA TO THE RFQ:** If any addendum is issued for this RFQ, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>
The City reserves the right to cancel or amend the RFQ at any time.

ATTACHMENT A

SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

For nearly four decades, the City of Minneapolis has diligently followed federal guidance outlined in *Guidelines for Local Surveys: A Basis for Preservation Planning* to identify & protect historic properties significant to our city, state, & national heritage. After development of a preservation plan in 1990, the City spent a decade preparing context statements and another decade conducting above-ground reconnaissance-level surveys of the entire city. Despite identifying over fifty-five potential historic districts & over five hundred potential historic landmarks, no properties primarily significant for their association with Native Americans were identified in these reconnaissance-level surveys. One reason evaluators may have not identified any such sites is due to the lack of a local context statement for Native American history. The product of this request will be used to remedy these deficiencies.

1. **Context Statement:** The Consultant shall develop a context statement for Native American history and prehistory within the current boundaries of the City of Minneapolis, from the dates of earliest human occupation to the end of the twentieth century. City staff will provide the Consultant with key questions or themes to be explored, as requested by members of the public and City staff. The report shall include the Consultant's methodology, and all sources shall be cited using *The Chicago Manual of Style* or a comparable format.
2. **Reconnaissance-Level Survey Supplement:**
 - a. **Process:** Over the course of developing the context statement, locations associated with what appear to be significant events, people, architecture, and data will be identified in various sources. The Consultant will be responsible for conducting a reconnaissance-level evaluation of each of these properties, to include brief justifications as to why each property is or is not worthy of an intensive-level evaluation.
 - b. **Eligibility Standards:** To be eligible for local designation, the City of Minneapolis' Heritage Preservation Regulations require properties be significant within a given context and retain their integrity. While Minneapolis' seven aspects of integrity mirror those of the National Register of Historic Places, the City essentially divides the four National Register criteria into seven local significance criteria which the Consultant will use in evaluation efforts. They are:
 - 1) The property is associated with significant events or with periods that exemplify broad patterns of cultural, political, economic or social history.
 - 2) The property is associated with the lives of significant persons or groups.
 - 3) The property contains or is associated with distinctive elements of city or neighborhood identity.
 - 4) The property embodies the distinctive characteristics of an architectural or engineering type or style, or method of construction.
 - 5) The property exemplifies a landscape design or development pattern distinguished by innovation, rarity, uniqueness or quality of design or detail.

- 6) The property exemplifies works of master builders, engineers, designers, artists, craftsmen or architects.
- 7) The property has yielded, or may be likely to yield, information important in prehistory or history.

The Minneapolis Preservation ordinance does not expressly prohibit designation of properties of any age, but properties less than 35 years old shall only be evaluated if they meet National Register of Historic Places Criteria Consideration G (properties that have achieved significance within the past 50 years).

- c. **Documentation:** The Consultant will document each evaluated property, with all evaluations compiled in single document, ensuring each resource (each potential landmark or historic district) includes one color image and the following data points (when applicable):
 - i. Street address or general location (when describing locations not restricted to one or more fixed parcels);
 - ii. State Historic Preservation Office (SHPO) inventory number (Consultant will coordinate with SHPO to identify these numbers per Appendix E of the Minnesota State Historic Preservation Office's *Guidelines for History/Architecture Projects in Minnesota*);
 - iii. Property Identification (P.I.D.) number;
 - iv. Historic name;
 - v. Current name;
 - vi. Property category (building, structure, object, site, district, or cultural landscape);
 - vii. National Register of Historic Places (NRHP) status and determination date (obtain from SHPO);
 - viii. Local criterion;
 - ix. Local contexts;
 - x. Cultural affiliation;
 - xi. Consultant recommendation (narrative, reconnaissance-level eligibility determination with rationale);
 - xii. Architect/Engineer;
 - xiii. Other designer;
 - xiv. Builder/Contractor;
 - xv. Landscape architect;
 - xvi. Original owner;
 - xvii. Construction date;
 - xviii. Current function; and
 - xix. Original function.
- d. **Mapping:** The Consultant will be responsible for mapping the locations of properties deemed worthy of an intensive-level evaluation using Arc GIS.
- e. **Imagery:** Each survey form shall be accompanied by at least one color digital image of the subject property. Each image shall be at least 4 inches in width by 2.66 inches in height with a minimum resolution of 300 dpi and be in JPEG format. Each image shall be numbered and accompanied by key sheet identifying the property's address, the direction the photographer was facing, and the date the image was taken. Available historical images of the subject property must be scanned in color (if applicable) at a minimum of 150 dpi and included on the key sheet with a citation identifying its source.
- f. **Professional Qualification and Evaluation Standards:** All work carried out on this project must conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983 and updated online at http://www.nps.gov/history/local-law/arch_stnds_0.htm) and

the Minnesota State Historic Preservation Office's *Guidelines for History/Architecture Projects in Minnesota* (October 2010). Consultants must meet The Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).

- g. **Disclosures:** The context statement and reconnaissance-level survey supplement documentation must contain an acknowledgment of Historic Preservation Fund (HPF) grant funds and nondiscrimination policy as follows:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C St., NW, Washington, D.C. 20240."

- h. **Deliverables:** Upon completion of the project, with any changes to deliverables requested by the Contract Manager having been made, the Consultant shall provide the City with the following items:
- i. two bound copies and one electronic copy of the context statement in PDF format;
 - ii. two bound copies and one electronic copy of the reconnaissance-level survey supplement in PDF format;
 - iii. electronic copies of all images and their accompanying key sheet; and
 - iv. one PDF map of sites deemed worthy of an intensive-level evaluation, along with one SHP file containing this data.



City of Minneapolis

Standard Agreement Form

(For **Grant** Funded Professional Services Contracts up to \$50,000)

City Contract Number (Assigned by the City Contract Management Office): _____

City Department responsible for the Contract:

Agency Providing Grant Funding:

I. CONTRACT

THIS CONTRACT is made between the City of Minneapolis, Minnesota, a home rule charter city, referred to as the City and _____, referred to as the Consultant, for **preparation of a Native American context statement and above-ground reconnaissance-level survey supplement for the City of Minneapolis, A.K.A. historical consultant** services to be provided under the terms of this agreement (the "Contract").

II. SCOPE OF SERVICES

Consultant agrees to perform the following services for the City:

See Exhibit C, Scope of Services

III. COMPENSATION

Consultant shall be compensated as follows:

Contractor will be paid 50% of the contract amount (\$12,460) when the first draft chapter has been submitted, and 50% of the contract amount (\$12,460) when the final products have been submitted and approved by City staff and the Minnesota State Historic Preservation Office (SHPO).

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed **\$24,920**. Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

EXPENSE REIMBURSEMENT

“Eligible reimbursable expenses” shall be paid upon submission of itemized invoice to the person signing this Contract. The City shall only pay for eligible reimbursable expenses. All travel must be conducted in accordance with the City’s *Travel Reimbursement Conditions for Consultants*:

<http://citytalk/wcm1/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>

Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Agreement Form* Contract shall not exceed Fifty thousand (\$50,000) dollars.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from _____ through _____ unless otherwise extended by the City or terminated earlier under Paragraph XV, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Services by the Consultant will be performed by the following person(s):

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

VI. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered by the person identified in Paragraph XVI.

VII. AMENDMENTS

No amendments may be made to this Contract after signing by the parties, except for extensions of time, increases in compensation or increases or reduction of the services to be performed so long as the limit of \$50,000 is not exceeded. All amendments shall be in writing, signed by the City and the Consultant. If the amendment or a subsequent contract causes the compensation to exceed \$50,000, the amendment must be approved by the Mayor and City Council.

VIII. INDEPENDENT CONSULTANT

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

IX. CONSULTANT’S INSURANCE

If any insurance is required under this Contract, the Consultant shall maintain that insurance identified in Exhibit A which is attached and made part of this Contract. Any entity that fails to indemnify and hold the City harmless pursuant to Section X and Section XIV, shall provide insurance coverage regardless as to whether or not the entity is self-insured.

X. DATA PRACTICES

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of Consultant’s sub-consultants or sub-contractors retained to provide services under this contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will 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 Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws.

XI. COMPLIANCE WITH THE LAW

Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch.

139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements, the City agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

XII. AUDITS

The Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

XIII. SUCCESSORS AND ASSIGNS

The terms and conditions contained in this Contract shall become the obligation of and the rights in here to the benefit of the parties' successors and assigns.

XIV. LIABILITY AND INDEMNITY

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents and any subcontractors.

XV. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the City has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding section XIV or this section XV, the Consultant 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 Consultant. The City may, in such event, withhold payments due to the Consultant 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 here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

XVI. NOTICES

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by certified mail to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

XVII. INTELLECTUAL PROPERTY

All Work produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

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 term 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.

XVIII. BILLBOARD ADVERTISING

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

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

XX. MISCELLANEOUS PROVISIONS

1. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **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 Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.

XX. The parties being in agreement, have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By _____

Its

By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.

FOR THE CITY:

By _____

Department Head responsible for Administering and monitoring this contract

By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.

Exhibit A
Standard Agreement Insurance Form

The following are the insurance requirements for the Consultant. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom.** Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) **1. Worker's Compensation Insurance** that meets the statutory obligations.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.
- 2. Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.
- Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).
- Non-employees such as subcontractors will not provide any services under this Contract.
- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an "additional insured".
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultant assumes full responsibility for any and all damages that occur as a result of this Contract.
- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.
- Consultant will not drive any automobiles while performing services under this Contract.
- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its consultants, omissions of Consultant or its consultants, failure to render a professional service by Consultant or its consultants, or the negligent rendering of the professional service by Consultant or its consultants. The insurance policy must provide the protection stated for Two years after completion of work.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultants providing service under this Contract who do not carry professional liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.
- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches. The insurance policy must provide the protection stated for Three (3) years after completion of work.
- Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
- Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's acts, errors or omissions.

Consultant Name (printed) _____

Consultant Authorized Signature _____ **Date** _____

Exhibit B

Special Conditions for Federal and State Grant Funded Contracts

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available. By entering into this Contract with the City, the consultant agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to the City which were used to pay for the Consultant's services.

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 ensure 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, containing the content, and with the frequency 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's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, 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 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. **Hatch Act** (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. **Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. **Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. **The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. **The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. **Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.
- H. **Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply 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 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.

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

- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
- Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
- Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
- Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
- O.M.B. Circular A-21: “Cost Principles for Educational Institutions” (*See* 2 C.F.R. Part 220).
- O.M.B. Circular A-87: “Cost Principles for State, Local and Indian Tribal Governments” (2 C.F.R. Part 225).
- O.M.B. Circular A-102 Revised: “Grants and Cooperative Agreements with State and Local Governments” .
- O.M.B. Circular A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (2 C.F.R. Part 215).
- O.M.B. Circular A-122: “Cost Principles for Nonprofit Organizations” (2 C.F.R. Part 230).
- O.M.B. Circular A-133 Revised: “Audits of States, Local Governments and Non-Profit Organizations” (for HUD-funded contracts, see 24 C.F.R. Parts 84-85).
- Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
- 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
- 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
- 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
- 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
- 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
- 2 C.F.R. Part 200 “Uniform Grant Guidance” (Federal regulations supersede OMB administrative, cost and audit rules in the OMB circulars cited in this section III. J).

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

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

- M. Non-procurement Debarment and Suspension.** The Contractor agrees to comply with 2 C.F.R. 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 C.F.R. Part 180, Subpart B.

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

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

- N. Equal Employment Opportunity.** The Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41 C.F.R. Chapter 60: "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as amended, (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

1) **Air and Water:** The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.) as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58) as amended.

2) **Lead-Based Paint:**

- (a) Residential Structures - The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.

- (b) Commercial and Public Structures – The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

D. Historic Preservation

The Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.) as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c-1) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this contract.

E. Progress Payments and Retainage

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

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

(31 U.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).

Use this space for any attachments to the contract. If not needed, please delete this text/page.