



  
**Minneapolis**  
City of Lakes

# B TAP



## **BUSINESS TECHNICAL ASSISTANCE PROGRAM**

Supporting Business  
Growth in the City of Minneapolis

## **REQUEST FOR PROPOSALS 2016 Funding Round**

# Request for Proposals

2016 Funding Round



## CITY OF MINNEAPOLIS COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT BUSINESS TECHNICAL ASSISTANCE PROGRAM B-TAP REQUEST FOR PROPOSALS

### Contents:

1. <a href="#">INTRODUCTION</a> .....	1
2. <a href="#">OBJECTIVES</a> .....	1
3. <a href="#">PROGRAM DETAILS</a> .....	1
4. <a href="#">ELIGIBILITY</a> .....	4
5. <a href="#">PROPOSAL CONTENTS</a> .....	5
6. <a href="#">EVALUATION CRITERIA</a> .....	6
7. <a href="#">RFP SUBMISSION AND TIMELINE</a> .....	7
8. <a href="#">CITY CONTRACTING REQUIREMENTS</a> .....	8
9. <a href="#">EXHIBITS</a> .....	9

### 1. INTRODUCTION

The City of Minneapolis is seeking proposals from local non-profit organizations that provide direct business technical assistance services and training to small businesses and microenterprises located in Minneapolis. The total funding available for the Business Technical Assistance Program (B-TAP) in 2016 is \$575,000, and we expect to receive multiple proposals. During the contracting process, the selected service providers and the City will agree upon the contract outcomes and deliverables. These will be *outcomes-based* contracts for up to two years. Recipients will submit quarterly invoices in accordance with the terms of their contracts. Contract payments are based on successful completion of the outcomes in the contract (see **Exhibit A** for contract Scope of Services template).

### 2. OBJECTIVES

The goal of the Business Technical Assistance Program (B-TAP) is to help small, Minneapolis-based businesses start or expand and support job creation in the city. B-TAP also helps to address economic and racial disparities given the demographics of its participants with high representation from women and entrepreneurs of color.

For the 2016 funding round, B-TAP has the following objectives:

- Provide services to evaluate business ideas and to prepare prospective entrepreneurs interested in opening a business in the city.
- Provide financial and technical support to successfully operate a new business in the city of Minneapolis.
- Provide technical assistance tools to retain existing business in the city of Minneapolis.
- Support business growth, job creation, and real estate acquisition for existing businesses conducting operations in the city of Minneapolis.

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

### 3. PROGRAM DETAILS (See exhibit “B” for program updates)

Funding for the Business Technical Assistance Program has four categories. Organizations may apply for one or more categories. Your proposal should clearly indicate which category or categories you are applying for.

- **Category A:** \$100,000 for business feasibility and readiness, up to \$25,000 per provider
- **Category B:** \$150,000 for new business development, up to \$50,000 per provider
- **Category C:** \$ 175,000 for general technical assistance for existing businesses (retention), up to \$25,000 per provider
- **Category D:** \$150,000 to support business growth (expansion), up to \$50,000 per provider
- **Bonus:** Up to \$25,000 for Disadvantaged Business Enterprise certification, \$1,000 per business

#### a. **New CATEGORY A – BUSINESS FEASIBILITY AND READINESS (\$100,000 available funding /\$25,000 cap)**

The selected service provider will provide one-on-one consultation and/or group training and prepare prospective entrepreneurs to open a business in Minneapolis. B-TAP will pay up to \$50 per hour for technical assistance or training, up to 10 hours per entrepreneur. Service providers must provide a feasibility report showing how the provided services guided the prospective entrepreneur to decide whether or not to open a business. Activities may include, but are not limited to: business plan writing classes, business readiness assessments, market studies, and one-on-one technical assistance.

To be reimbursed, City Staff will request the following documentation:

- Category A report (exhibit C)
- CDBG Income verification form (exhibit C)

#### b. **CATEGORY B – NEW BUSINESS DEVELOPMENT (\$150,000 available funding / \$50,000 cap)**

The selected service provider will provide one-on-one consultation, group training and/or networking opportunities to develop new businesses located in the city of Minneapolis. B-TAP will pay up to \$5,000 for every new business created in Minneapolis. Service providers must demonstrate how the provided services made a significant contribution to the development of the new business.

To be reimbursed, City Staff will request the following documentation:

- Category B report (exhibit C)
- CDBG Income verification form (exhibit C)

#### c. **CATEGORY C – BUSINESS RETENTION (\$175,000 available funding / \$25,000 cap)**

The selected service provider will provide one-on-one consultation to existing Minneapolis businesses to retain existing jobs and improve operations. B-TAP will pay up to \$75 per hour for technical assistance, up to 20 hours per business. Service providers must report how the provided services made a significant contribution toward business retention. Technical Assistance is not limited to low income individuals.

To be reimbursed, City Staff will request the following documentation:

- Category C report (exhibit C)
- CDBG Income verification form, if applicable (exhibit C)

#### d. **CATEGORY D – TARGETED BUSINESS GROWTH (\$150,000 available funding / \$50,000 cap)**

The selected service provider will provide one-on-one consultation, group training and/or networking opportunities to businesses that result in new jobs created, physical expansion, or substantial sales

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

growth. Businesses must be located in Minneapolis. The contractor must demonstrate how the provided services made a significant contribution to the business growth. B-TAP will pay \$5,000 for each business successfully served.

To be reimbursed, City Staff will request the following documentation:

- Category D report (exhibit C)
- Proof of significant outcome: financial statements, job creation documentation, or real estate transaction.

**e. BONUS DOLLARS: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION (\$25,000 available funding/ \$1,000 each)**

Service providers may be eligible to receive a bonus for each business assisted that obtains a DBE certification under the Minnesota Unified Certification Program. Bonus dollars will operate under a first-come, first-served basis until available funds are exhausted. To receive bonus dollars, assisted businesses must provide a copy of the DBE certification. Click here for more details on the [DBE program](#).

**f. PROGRAM DETAILS SUMMARY**

Category	Type of Business	Total Available Funding	Unit Price	Max hours per Business	Expected # of Businesses
A	Business Feasibility	\$100,000.00	\$ 50.00 per hour	10	2000 Hours (Approx. 200 Businesses)
B	New Businesses	\$ 150,000.00	\$ 5,000.00 per Business	N/A	30 new businesses
C	Business Retention	\$ 175,000.00	\$ 75.00 per hour	20	2333 Hours (Approx. 117 Businesses)
D	Business Expansion	\$ 150,000.00	\$ 5,000.00 per Business	N/A	30 business expansions
<b>Total</b>		<b>\$ 575,000.00</b>			<b>377 businesses</b>

Note: All the categories are mutually exclusive. For example if a client is claimed under category “A”, it cannot be claimed under category “B”, “C” or “D” in the same funding round.

**g. CDBG REQUIREMENTS: (apply to categories “A”, “B” and some of “C”\*)**

Federal Community Development Block Grant (CDBG) funds support neighborhood revitalization, economic development and improved community facilities and services. The City of Minneapolis is deploying a portion of its allocation of these funds to increase the level of technical assistance available to Minneapolis-based businesses that can be specifically categorized as microenterprises. By definition, microenterprises have 5 or fewer employees with at least one being the business owner.

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

It is important that applicants understand that CDBG funds must be used only to serve persons qualifying as low- and moderate-income individuals that own or wish to establish a microenterprise. Organizations must be able to collect information on each person receiving assistance, including, but not limited to, data on the individual's family size and income. The City will not reimburse any organization that fails to document and support the established criteria.

## **h. CONTRACT TERM**

Recognizing the lead time for business starts and expansions, the contracts will be for up to two years in duration. Contract dollars can be drawn on a quarterly basis as services are provided and outcomes achieved. The City reserves the right to evaluate the contract performance at the end of year one, and terminate the contract early if the contractor has low performance at the end of year one.

## **4. ELIGIBILITY**

### **a. Eligible Areas**

The program is available throughout the city of Minneapolis.

### **b. Eligible Activities**

Eligible activities support the economic vitality of local small businesses and microenterprises through one-on-one technical assistance, group training, or networking opportunities which may include, but is not limited to: support writing a business plans, marketing and/or strategic planning, assistance with business registration, license application, and other business set up and regulatory tasks; access to capital by preparing loan packages, cash flow projections and providing financial coaching; general training in business management; real estate acquisition or lease agreements; and training in effective bidding and estimating; business certifications; employee management; marketing support; website design; and legal services.

### **Eligible Organizations**

Eligible organizations include non-profit organizations that have demonstrated capacity to perform the business consulting work. This includes staff (or consultants) with experience providing business development, establishment and expansion assistance, and experience managing contracts.

## **5. PROPOSAL CONTENTS**

Be sure to review and address the evaluation criteria (see page #6) in your answers. **Please be concise.**

### **Cover Page:**

- A cover page that includes the following information:
  - a. Applicant's name, mailing address, and federal ID number.
  - b. Contact person's name, title, phone number, and e-mail address.
  - c. Category or categories for which you are applying (A, B, C, D or some combination).
  - d. Signature of an individual authorized to sign on behalf of the proposing organization.

Please number your answers and provide succinct narrative that addresses the following.

### **a. Organizational background, capacity and historical performance:**

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

- What is the organization's mission, vision and objectives?
  - What are the organization's main accomplishments in the city of Minneapolis?
  - What is the organization's experience in accomplishing a similar scope of work?
  - How many businesses are served by the organization each year? (Provide the numbers for each category you are applying for.)
  - If your organization currently has a B-TAP contract, please discuss your performance outcomes. (if not, describe the organization's experience working with similar contracts.)
- b. Business skills, tools and systems:**
- What is the organization's main area of expertise?
  - Who will be the program manager?
  - Who are the business consultants and trainers who will provide the services? (Provide a brief description of their area of expertise and qualifications. If the work will be done through a private consultant, identify that consultant (or pool) and provide the consultants' qualifications.)
  - What are the tools that the organization uses to assure the success of the entrepreneurs (e.g. curriculum, web designing platforms, trainings, mentorship programs, etc.)?
  - What systems are in place to assure quality of services and evaluating of service outcomes?
- c. Program approach and service model**
- How is the service delivered to entrepreneurs? (Delivery includes how the services will be marketed and to whom and how participants will be selected)
  - If the organization is unable to assist a client, will the client be referred to another service provider or to a workforce training provider? If so, please describe your referral process and network.
- d. Target Population:**
- What is the organization's experience strengthening the economic vitality in areas with high levels of unemployment, concentration of low income residents, and high building vacancy in the City?
  - Does the organization have experience working with economically disadvantaged businesses?
- e. Program Timeline**
- Provide a program timeline reflecting expected activities and outcomes per quarter. (Remember that the length of the contract is up to 2 years and the invoices must be submitted quarterly).
- f. Program Budget**
- Provide a program budget with narrative. (**Exhibit D**). If your organization will collaborate with other partners, then describe how they will be compensated.
  - Provide a copy of the organization's general budget for 2015 and 2016.
- g. Other Information**
- Any other information that would help City staff understand and evaluate the concept. If your organization has experience working with CDBG funds, please provide a narrative of your experience and familiarity with the documentation process.

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

Your proposal must include an executed “Consent for Release of Response Data” form (**Exhibit E**), included in this RFP document. Proposals that do not include an executed “Consent for Release of Response Data” form shall be considered incomplete. Omission is grounds for rejection of the entire proposal.

The contents of the proposal and any response clarification of the proposal contents submitted by the successful proposer may become part of the contractual obligation and be incorporated by reference into the contract between the proposer and the City.

## 6. EVALUATION CRITERIA

In reviewing Business Technical Assistance Program proposals, the review team will consider the following criteria. The maximum score a proposal can receive is 100.

- a. **Organizational background, capacity and historical performance (20 points)**: Do the mission, vision and objectives align with City goals? How established is the organization? Does the organization have a track record serving businesses and the ability to keep appropriate documentation?
- b. **Business skills, tools and systems (25 points)**: Does the organization have the structure in place to begin delivering services immediately? What is the organizational capacity to provide business consulting services? What are the qualifications of the business consultants (or how will the capacity be expanded)? What is the organization’s intake and screening process? Does the organization have the experience and capacity to conduct the work proposed? What is the quality of reports already provided (applies only to current B-TAP service providers)?
- c. **Program approach and service model (25 points)**: Are the proposed activities the most effective way to deliver technical assistance to Minneapolis-based businesses? Proposals that show a strong service model will score higher. What are some specialized services provided by this organization? Does the organization currently have an evaluation methodology in place? Does the organization measure impact? The contract performance of current B-TAP providers will be evaluated.
- d. **Target Population (20 points)**: What is the experience of this organization working with specific target populations (geographical, ethnic, language, gender, etc.)? How does the organization strengthen the economic vitality in areas with high levels of unemployment, concentration of low income residents and high building vacancy in the city?
- e. **Program timeline, budget and leverage (10 points)**: Is the proposed timeline realistic? Do the City funds leverage other funding? Leveraged funds are those that are committed by your organization and/or others to the specific activities in your proposal.

The City may, in its sole discretion, expand or reduce the criteria upon which it bases its final decisions.

## 7. RFP SUBMISSION AND TIMELINE

### a. Proposal Submission and Deadline

Applicants must submit one unbound copy and five bound or stapled copies of the proposal and one electronic version. Proposals must be on standard 8½” by 11” paper. All supporting documentation must

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016

be on paper no larger than 11" by 17". Proposals and supporting documentation must be submitted in a sealed envelope labeled "Business Technical Assistance Program Proposal." Additionally, a copy of your application can be submitted by email [RFP.Responses@minneapolismn.gov](mailto:RFP.Responses@minneapolismn.gov) (up to 10mb file), with subject "B-TAP RFP". Submissions will not be returned.

## b. RFP Deadline

Proposals shall be delivered to the City on or before:

**January 22th, 2016, 4:00 pm**

To:

*City of Minneapolis - Procurement*

**Request for Proposals for:**

**B-TAP RFP**

330 2<sup>nd</sup> Avenue South, Suite 552

*Minneapolis, MN 55401*

**Proposals received after the deadline will not be accepted.** It is neither CPED's responsibility nor practice to acknowledge receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner. Please make sure your proposal is complete.

## c. RFP Inquiries

Prospective responders should direct questions by email to the department contact person:

[Daniel.bonilla@minneapolismn.gov](mailto:Daniel.bonilla@minneapolismn.gov)

City of Minneapolis Community Planning and Economic Development

All questions are due no later than January 8th, 2016 at 4:00pm. Questions and responses will be posted on the CPED web site ([www.minneapolismn.gov/cped/cped\\_rfp](http://www.minneapolismn.gov/cped/cped_rfp)) by January 11<sup>th</sup>, 4pm. The department contact person cannot vary the terms of the RFP. **An informational meeting will be held on January 8th, 2016 from 10:30 – 11:30** at the Crown Roller Mill building located at 105 Fifth Ave. South, Suite 150. Attendance is recommended but not required.

## d. Review and Selection Process

A committee of City staff and partner organizations will review proposals and make a recommendation to City Council for funding.

**The City reserves the right to reject any or all proposals or parts of proposals, negotiate modifications to an entire proposal or specific components of the scope of work within a proposal to create a project of lesser or greater magnitude than described in this RFP or the submitted proposal.**

## e. Anticipated Timeline

RFP Issued:

December 21st, 2015

Informational meeting:

January 8th, 2015

Questions due:

January 8th, 2015

Submission deadline for proposals:

January 22<sup>nd</sup>, 2016

Staff evaluation of proposals:

January 29<sup>th</sup>, 2016

# Request for Proposals

2016 Funding Round



Request for proposals due 01/22/2016  
Recommendation to City Council  
Contracting:

February-March 2016  
February- March 2016

## f. Contracts

This is a *reimbursable* performance-based contract. Organizations with contracts will submit invoices for payment for the delivery of outcomes in accordance with the terms of their contracts. During the contracting period, organizations will work with City contract managers to develop a Scope of Services (see Exhibit A). The Scope of Services will be the basis for contract payments. By signing the contract the organization is committing to **completion of all of the deliverables** in the Scope of Services.

## 8. CITY CONTRACTING REQUIREMENTS

The selected contractor will be expected to sign a Grand Contract Agreement (Exhibits F for details, terms and conditions). The City reserves the right to update the contract forms as necessary to comply with laws regulations and ordinances.

## 9. EXHIBITS

- A. Scope of Services template
- B. B-TAP program updates
- C. Reports package (all categories)
- D. Budget template\*
- E. Form of Consent for Release of Response Data\*
- F. Contract templates

\*submit with your application

## EXHIBIT A

### Scope of Services

#### OBJECTIVES

---

List the objectives that will be achieved within the contract period.

#### OUTCOMES

---

List the specific outcomes that will be achieved within the contract period.

Item	Number units	Amount	Total
Category A: Feasibility		\$ 50.00 p/hour	
Category B: New business		\$ 5,000.00 p/business	\$
Category C: Business Retention		\$ 75.00 p/hour	\$
Category D: Business Growth		\$ 5,000.00 p/business	\$
Total			\$

#### CONTRACT TIMELINE AND DELIVERABLES

---

List the *specific* deliverables, estimated implementation timeline and the associated *dollar amount* that will be paid to the contractor that will serve as documentation that the agreed outcomes have been achieved and the objectives set forth in this document have been accomplished.

#### REIMBURSEMENT SCHEDULE

---

Year 1	Date	Year 2	Date
I Quarter		I Quarter	
II Quarter		II Quarter	
III Quarter		III Quarter	
IV Quarter		IV Quarter	

Send each invoice to the City Contract Manager listed above by mail or email.

**Exhibit A (Continued)**

**City Contract Manager:**

(PC's Name)

105 5<sup>th</sup> Ave S, Suite 200  
Crown Roller Mill  
Minneapolis, MN 55401

612-673- phone

612-673-5113 fax

**EQUAL OPPORTUNITY**

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The services provided by will be available without discrimination due to race, color, creed, religion, ancestry, national origin, sex, affection preference, disability, or other handicap, age, marital status with regard to public assistance.

In accordance with Chapter 139.50, - The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. ...race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance.

## Exhibit B



# B TAP



## BUSINESS TECHNICAL ASSISTANCE PROGRAM

Supporting Business Growth in the City of Minneapolis

**Program updates**  
**2016 Funding Round**

# Contents

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- B-TAP Introduction
- Program updates
- Funding details
- 2016 B-TAP Scorecard
- Funding categories detail
- Bonus details
- Timeline



# What is B-TAP

2016 Funding Round



# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

The City of Minneapolis Business Technical Assistance Program (B-TAP) provides business consulting services to support new business development, retention, and growth.

B-TAP allows the City to expand its capacity by contracting with local non-profit, business development organizations that already have community organizing power, cultural competency and technical skills.

The City contracts with economic development non-profits to provide technical assistance to businesses. Service providers enter into two year, outcome-based contracts with the City.

Watch a B-TAP video [here](#) for program details



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# Program updates

## 2016 Funding Round

### Changes:

- Category C- General technical assistance:
  - \$175,000.00 available (increased \$100,000.00)
  - Added flexible dollars to this category (\$100,000 from flex dollars and \$75,000 for CDBG)
  - Increased to \$75.00 per hour (instead of \$50.00)
  - Increased to 20 hours per business (instead of 10)
- Category A- Business feasibility technical assistance and readiness training for entrepreneurs
  - New category, with \$100,000.00 available
  - \$50.00 per hour, up to 10 hours per entrepreneur
- \$2,500 bonuses for strategic growth:
  - No longer available
- Categories are renamed:
  - Changed to A,B,C and D to reflect new order (Instead of 1,2,3 in the old format, see next page for details)
- Available funds
  - Increased by \$75,000.00 (\$575,000.00 total)
- Reporting forms
  - New report format

*new*

### Remain the same:

- Category B-New business: \$5,000 each (see slide #8 for details)
- Category D-Business expansion: \$5,000 each (see slide #10 for details)
- DBE certification bonus: \$1,000 each (see slide #11 for details)



# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis



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# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## Funding details 2016 Funding Round

Cat	Type of Business	Total Available Funding	Unit Price	Max hours per Bz	Expected # of Bz
A	Business Feasibility	\$100,000.00	\$ 50.00 per hour	10	2000 Hours (Approx. 200 Businesses)
B	New Business	\$ 150,000.00	\$ 5,000.00 per Bz	N/A	30 new businesses
C	Business Retention	\$ 175,000.00	\$ 75.00 per hour	20	2333 Hours (Approx. 117 Businesses)
D	Business Expansion	\$ 150,000.00	\$ 5,000.00 per Bz	N/A	30 business expansions
<b>Total</b>		<b>\$ 575,000.00</b>			<b>377 businesses</b>

TA= Technical Assistance  
Bz= Business

# 2016 B-TAP Scorecard

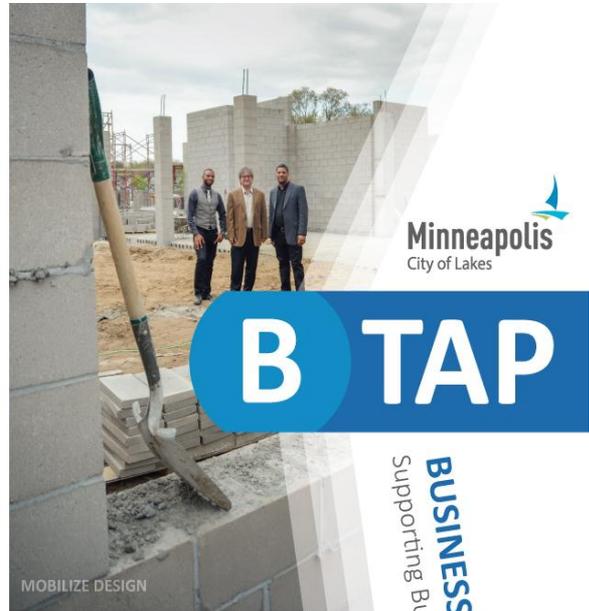
## 2016 Funding Round

Cat	Type of Business	Description	Total Available Funding	Expected Outcome	Expected Impact	How to measure success
A	Business Feasibility	Training and TA to prepare future businesses	\$ 100,000.00	2000 Hours (Approx. 200 Entrepreneurs)	Entrepreneurs trained and ready to open a business	# Entrepreneurs trained #Feasibility plan
B	New Business	Provide services to start a new business. Measured by operations and sales	\$ 150,000.00	30 Businesses	New business development and self-employment.	# of new businesses #Jobs created
C	Business Retention	General technical assistance to retain businesses in operations	\$ 175,000.00	2333 Hours (Approx. 117 Businesses)	Retain existing businesses	# Business served and remaining in operations. # Hours of TA
D	Business Expansion	Provide specialized services for business expansion, strategic planning, contracts, hiring, sales increase and real state transactions	\$ 150,000.00	30 Businesses	New Job development, Fill vacant buildings, Revenue increase	# Jobs created Real Estate acquired Substantial sales growth
<b>Total</b>			<b>\$ 575,000.00</b>	<b>377 businesses</b>		

TA= Technical Assistance  
Bz= Business

# Category A: Business Feasibility TA and readiness

Details



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**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**Funding:** \$100,000.00

(\$50.00 per hour up to 10 hours per business)

**Reporting requirements:** Feasibility report and income verification form

**Objective:** Provide services to train and prepare entrepreneurs to open a business

**Eligible services include:**

- Class to write a business plan
- Business readiness assessments
- Market studies
- One-on-one technical assistance
- Assistance writing a business plan

# Category B: New Business

## Details

**Funding:** \$150,000.00  
(\$5,000.00 per business)

**Reporting requirements:** Business Profile and Income Verification Form

**Objective:** Provide services to start new business

### Eligible services include:

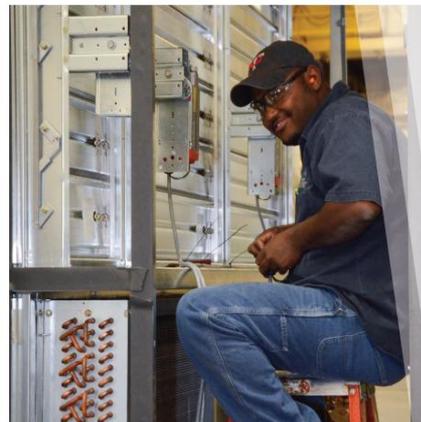
- Assistance with business registration, license application, and other business set up tasks
- Access to capital by creating loan packages and financial coaching
- Support to write business plans and strategic planning
- Work on cash flow projections and management
- General training in business management
- Navigating the regulatory systems
- Real estate acquisition or lease agreements
- Training in bidding and estimating



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**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

# Category C: Business Retention

Details

**Funding:** \$175,000.00

(\$75.00 per hour up to 20 hours per business)

**Reporting requirements:** Technical Assistance report and income verification form (for CDBG contracts only)

**Objective:** Provide services to support business growth

**Eligible services include:**

- Licensing and code compliance
- Bidding and Estimating training and support
- Cash flow projections
- Employee management
- Marketing plan development and support
- Website design
- Legal services



**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

# Category D: Business Expansion

Details

**Funding:** \$150,000.00  
(\$5,000.00 per business)

**Reporting requirements:** Business Profile and additional data may be required

**Objective:** Provide services to support business growth

**Eligible services include:**

- Access to capital by creating loan packages and financial coaching
- Support writing a business plans, marketing and/or strategic planning
- Work on cash flow projections and management
- General training in business management
- Navigation the regulatory systems
- Real estate acquisition
- Training in bidding and estimating
- Human Resources management



**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

# Bonus: Disadvantaged Business Enterprise Certification (DBE)

Details

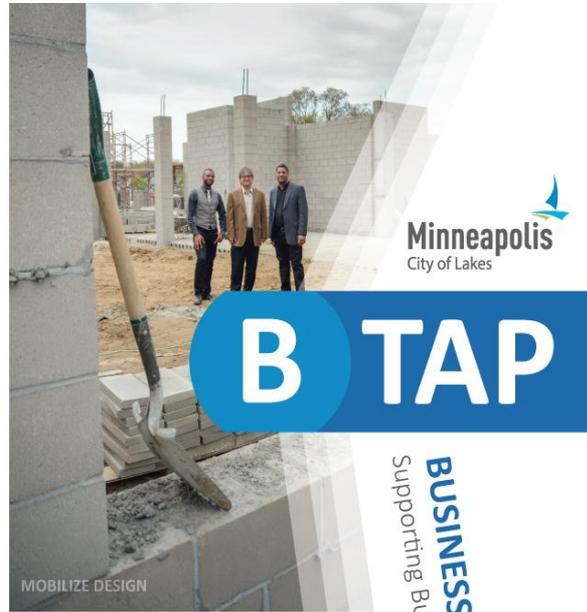
**Funding:** \$25,000.00  
(\$1,000.00 per business)

**Reporting requirements:** Copy of DBE Certification

**Objective:** Increase the number of DBE certified businesses in Minneapolis

**Eligible services include:**

- Technical Assistance to process and receive the [Disadvantaged Business Enterprise \(DBE\)](#) certification



# Exhibit C



**Minneapolis**  
City of Lakes

# B TAP



## **BUSINESS TECHNICAL ASSISTANCE PROGRAM**

Supporting Business  
Growth in the City of Minneapolis

**Reports Package  
2016 Funding Round**

# B-TAP Reports Package

## Contents

1. Invoice
2. Category A
  - Category A Report
  - CDBG Income verification form
3. Category B
  - Category B Report
  - CDBG Income verification form
4. Category C
  - Category C Report
  - CDBG Income verification form
5. Category D
  - Category A Report



Minneapolis  
City of Lakes

# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**INVOICE**

**Invoice**

Invoice #	#	Contract #	
Quarter:		Date:	

<b>From</b>	<b>To:</b>
Name:	Daniel Bonilla
Organization:	Business Development, CPED
Street:	City of Minneapolis
City, State, Zip:	105 5th Ave S #200
Phone#	Minneapolis, MN 55401

Description of Services (Category A,B,C or D)	Units	Rate	Total	Business Name (Category B and D)

**Units/ Rate**

Category A: Feasibility, \$50 p/hour, up to 10 hours/each

Category B: New Business, \$5000 per business

Remember to write the contract # and submit 1(one) invoice per contract.

Category C: Retention, \$75 per hour, up to 20 hours/each

Category D: Expansion, \$5000 per business

Bonus: DBE certification \$1,000 each

**Comments:**


Contract management (CPED only)			
Contract # ok ?		Reports completed?	
Amounts correct?		Payment date?	



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

# Category A: Business Feasibility TA and readiness

Details

## Reporting requirements:

- Feasibility report
- Income verification form

**Objective:** Provide services to train and prepare entrepreneurs to open a business

**Funding:** \$50.00 per hour up to 10 hours per business

## Eligible services include:

- Class to write a business plan
- Business readiness assessments
- Market studies
- One-on-one technical assistance
- Assistance writing a business plan



MOBILIZE DESIGN



LA LOMA



# Category A Report



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## CATEGORY A: FEASIBILITY Report

Organization Name	Contract #	Report date:
-------------------	------------	--------------

Business Info									Technical Assistance (TA)			Demographic Information (from the CDBG form)						
Client name				Potential Location and industry					Result of TA	Type of TA	Hours up to 10	Attached CDBG form	Latino?		Race?	Gender	Family size	Income level?
#	First	Last	Contact phone	Street	City	State	Zip Code	Industry					Yes=1	No=0				
1					Minneapolis	MN												
2					Minneapolis	MN												
3					Minneapolis	MN												
4					Minneapolis	MN												
5					Minneapolis	MN												
6					Minneapolis	MN												
7					Minneapolis	MN												
8					Minneapolis	MN												
9					Minneapolis	MN												
10					Minneapolis	MN												
<b>Total</b>									0	0	0							

A CDBG Income verification form must be submitted for each client listed in this report.  
updated 12/2015



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**CDBG INCOME VERIFICATION FORM**

This program uses Community Development Block Grant (CDBG) funds, which are intended to help low- and moderate-income individuals that own or wish to establish a Microenterprise in Minneapolis. A Microenterprise is defined as a business with 5 or fewer employees, with one or more of those employees being the owner. The information requested below is needed to describe the income levels of the people served. The data will be shared with the Minneapolis Department of Community Planning and Economic Development. In any reports, your data will be combined with data from other participants, and you will not be personally identified. In order to participate in this program, you are legally required to supply this information by the US Department of Housing and Urban Development.

**CDBG Income  
Verification Form**

BASICS							
1 Participant's name			2 Business Name or idea:				
3 Number of employees, including the owner (s):		Phone	E-mail:				
4 Business street address:			City: Minneapolis	State: MN	Zip Code		
PERSONAL INFORMATION							
The following information is requested to describe the race and ethnicity of program participants:							
6 Is your family's ethnicity Hispanic or Latino <input type="checkbox"/> Yes / <input type="checkbox"/> No				7 Gender <input type="checkbox"/> Male / <input type="checkbox"/> Female			
8. Please check below ALL race designations appropriate for your family:							
<input type="checkbox"/> African immigrant	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian	<input type="checkbox"/> Black / African American	<input type="checkbox"/> Native Hawaiian	<input type="checkbox"/> White		
9. Income Verification							
1) First, check the box below next to the line that describes the total number of persons in your family.							
2) Next, check the income level under that line that describes your total family income. When calculating total family income, please consider all income earned from the sources listed on the reverse side.							
1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
<input type="checkbox"/> Less than \$17,400	<input type="checkbox"/> Less than \$19,900	<input type="checkbox"/> Less than \$22,400	<input type="checkbox"/> Less than \$24,850	<input type="checkbox"/> Less than \$27,400	<input type="checkbox"/> Less than \$29,450	<input type="checkbox"/> Less than \$31,450	<input type="checkbox"/> Less than \$33,500
<input type="checkbox"/> \$17,400 to \$29,050	<input type="checkbox"/> \$19,900 to \$33,200	<input type="checkbox"/> \$22,400 to \$37,350	<input type="checkbox"/> \$24,850 to \$41,450	<input type="checkbox"/> \$27,400 to \$45,650	<input type="checkbox"/> \$29,450 to \$49,050	<input type="checkbox"/> \$31,450 to \$52,400	<input type="checkbox"/> \$33,500 to \$55,800
<input type="checkbox"/> \$29,050 to \$44,750	<input type="checkbox"/> \$33,200 to \$51,150	<input type="checkbox"/> \$37,350 to \$57,550	<input type="checkbox"/> \$41,450 to \$63,900	<input type="checkbox"/> \$45,650 to \$69,050	<input type="checkbox"/> \$49,050 to \$74,150	<input type="checkbox"/> \$52,400 to \$79,250	<input type="checkbox"/> \$55,800 to \$84,350
<input type="checkbox"/> More than \$44,750	<input type="checkbox"/> More than \$51,150	<input type="checkbox"/> More than \$57,550	<input type="checkbox"/> More than \$63,900	<input type="checkbox"/> More than \$69,050	<input type="checkbox"/> More than \$74,150	<input type="checkbox"/> More than \$79,250	<input type="checkbox"/> More than \$84,350
I certify that the information on this form is accurate and complete. I authorize the City of Minneapolis to verify information provided, if necessary.							
10. Signed by participant:				Date	Enter date		

## Category B Report

# Category B: New Business

### Details

#### Reporting requirements:

- Category B Report
- CDBG Income Verification Form

**Objective:** Provide services to start new business

**Funding:** \$5,000.00 per business

#### Eligible services include:

- Assistance with business registration, license application, and other business set up tasks
- Access to capital by creating loan packages and financial coaching
- Support to write business plans and strategic planning
- Work on cash flow projections and management
- General training in business management
- Navigating the regulatory systems
- Real estate acquisition or lease agreements
- Training in bidding and estimating

Minneapolis  
City of Lakes

**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

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# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## CATEGORY B REPORT: NEW BUSINESS

Business profile					
1	Business Name	[Redacted]			
Logo or Picture			Main product/ service:		
[Image Placeholder]			[Redacted]		
Ownership and contact info					
2	Principal/ Owner:	[Redacted]	3	E-mail:	[Redacted]
3	Phone:	[Redacted]	5	Web:	[Redacted]
4	Street address:	[Redacted]	7	City: Minneapolis	State: MN
				Zip Code	[Redacted]
Basics					
Provide a brief description of the business. This information can be imported from the business plan					
8	Industry:	[Redacted]	12	Number of Employees:	[Redacted]
9	Opening day:	[Redacted]	13	Legal Structure	[Redacted]
10	Monthly sales: \$	[Redacted]	14	Projected sales per year: \$	[Redacted]
11	DBE certified:	[Redacted]	15	Other certifications?	[Redacted]
Provide a description of the business:					
[Redacted]					
Who prepared this report?					
19	Prepared by:	[Redacted]	Date	Click here to enter a date.	



## Category B report Part 1

Category B report  
Part 2

**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**DESCRIPTION OF SERVICES PROVIDED**

TECHNICAL ASSISTANCE PROVIDED BY (Organization): [REDACTED]

**Technical assistance report**

<sup>1</sup> TA Starting Day:	Click here to enter a date.	TA End Day:	Click here to enter a date.
<sup>2</sup> Stage of business Assisted:	NEW BUSINESS	Approximate amount of TA hours:	[REDACTED]
<sup>3</sup> Number of Jobs created:	[REDACTED] FT [REDACTED] PT	Number of Jobs retained:	[REDACTED] FT [REDACTED] PT

**Technical assistance detail (mark all that apply and provide a brief description)**

Technical Assistance	<input checked="" type="checkbox"/>	Detail
Wrote a business and/or strategic plan	<input type="checkbox"/>	[REDACTED]
Assistance with business registration	<input type="checkbox"/>	[REDACTED]
License application (what license?)	<input type="checkbox"/>	[REDACTED]
Loan packages and (loan amount?)	<input type="checkbox"/>	[REDACTED]
Financial projections (describe any findings)	<input type="checkbox"/>	[REDACTED]
General training in business management (describe)	<input type="checkbox"/>	[REDACTED]
Navigating the regulatory systems (what systems?)	<input type="checkbox"/>	[REDACTED]
Real estate acquisition or lease agreements	<input type="checkbox"/>	[REDACTED]
Training in bidding and estimating	<input type="checkbox"/>	[REDACTED]
DBE Certification or other certifications (describe)	<input type="checkbox"/>	[REDACTED]
Other:	<input type="checkbox"/>	[REDACTED]
Other:	<input type="checkbox"/>	[REDACTED]

**Describe how the technical assistance provided contributed to the opening of this business:**

[REDACTED]

**Client's demographic information (optional)**

Gender:	[REDACTED]	Ethnicity:	[REDACTED]	Age:	[REDACTED]
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**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**CDBG INCOME VERIFICATION FORM**

This program uses Community Development Block Grant (CDBG) funds, which are intended to help low- and moderate-income individuals that own or wish to establish a Microenterprise in Minneapolis. A Microenterprise is defined as a business with 5 or fewer employees, with one or more of those employees being the owner. The information requested below is needed to describe the income levels of the people served. The data will be shared with the Minneapolis Department of Community Planning and Economic Development. In any reports, your data will be combined with data from other participants, and you will not be personally identified. In order to participate in this program, you are legally required to supply this information by the US Department of Housing and Urban Development.

**CDBG Income  
Verification Form**

BASICS							
1 Participant's name			2 Business Name or idea:				
3 Number of employees, including the owner (s):		Phone	E-mail:				
4 Business street address:			City: Minneapolis	State: MN	Zip Code		
PERSONAL INFORMATION							
The following information is requested to describe the race and ethnicity of program participants:							
6 Is your family's ethnicity Hispanic or Latino <input type="checkbox"/> Yes / <input type="checkbox"/> No				7 Gender <input type="checkbox"/> Male / <input type="checkbox"/> Female			
8. Please check below ALL race designations appropriate for your family:							
<input type="checkbox"/> African immigrant	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian	<input type="checkbox"/> Black / African American	<input type="checkbox"/> Native Hawaiian	<input type="checkbox"/> White		
9. Income Verification							
1) First, check the box below next to the line that describes the total number of persons in your family.							
2) Next, check the income level under that line that describes your total family income. When calculating total family income, please consider all income earned from the sources listed on the reverse side.							
1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
<input type="checkbox"/> Less than \$17,400	<input type="checkbox"/> Less than \$19,900	<input type="checkbox"/> Less than \$22,400	<input type="checkbox"/> Less than \$24,850	<input type="checkbox"/> Less than \$27,400	<input type="checkbox"/> Less than \$29,450	<input type="checkbox"/> Less than \$31,450	<input type="checkbox"/> Less than \$33,500
<input type="checkbox"/> \$17,400 to \$29,050	<input type="checkbox"/> \$19,900 to \$33,200	<input type="checkbox"/> \$22,400 to \$37,350	<input type="checkbox"/> \$24,850 to \$41,450	<input type="checkbox"/> \$27,400 to \$45,650	<input type="checkbox"/> \$29,450 to \$49,050	<input type="checkbox"/> \$31,450 to \$52,400	<input type="checkbox"/> \$33,500 to \$55,800
<input type="checkbox"/> \$29,050 to \$44,750	<input type="checkbox"/> \$33,200 to \$51,150	<input type="checkbox"/> \$37,350 to \$57,550	<input type="checkbox"/> \$41,450 to \$63,900	<input type="checkbox"/> \$45,650 to \$69,050	<input type="checkbox"/> \$49,050 to \$74,150	<input type="checkbox"/> \$52,400 to \$79,250	<input type="checkbox"/> \$55,800 to \$84,350
<input type="checkbox"/> More than \$44,750	<input type="checkbox"/> More than \$51,150	<input type="checkbox"/> More than \$57,550	<input type="checkbox"/> More than \$63,900	<input type="checkbox"/> More than \$69,050	<input type="checkbox"/> More than \$74,150	<input type="checkbox"/> More than \$79,250	<input type="checkbox"/> More than \$84,350
I certify that the information on this form is accurate and complete. I authorize the City of Minneapolis to verify information provided, if necessary.							
10. Signed by participant:				Date	Enter date		

# Category C: Business Retention

## Details

### Reporting requirements:

- Category C report
- Income verification form

**Objective:** Provide services to support business retention and improvement

**Funding:** \$75.00 per hour up to 20 hours per business

### Eligible services include:

- Licensing and code compliance
- Bidding and Estimating training and support
- Cash flow projections
- Employee management
- Marketing plan development and support
- Website design
- Legal services

Minneapolis  
City of Lakes

**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

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# Category C Report



## B TAP BUSINESS TECHNICAL ASSISTANCE PROGRAM Supporting Business Growth in the City of Minneapolis

### CATEGORY C: BUSINESS RETENTION Report

Organization Name		Contract #		Report date:	
-------------------	--	------------	--	--------------	--

Business Info									Technical Assistance (TA)				Demographic Information (from the CDBG form)					
#	Business Name	Phone Number	Street	City	State	Zip Code	Industry	DBE Certified?	Jobs Retained	Jobs created	Hours	Consultant	Attached CDBG Income form	Latino? Yes=1 No=0	Race?	Gender	Family size	Income level?
1				Minneapolis	MN													
2				Minneapolis	MN													
3				Minneapolis	MN													
4				Minneapolis	MN													
5				Minneapolis	MN													
6				Minneapolis	MN													
7				Minneapolis	MN													
8				Minneapolis	MN													
9				Minneapolis	MN													
10				Minneapolis	MN													
Total									0	0	0							

A CDBG Income verification form must be submitted for each client listed in this report.  
updated 12/2015



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

**CDBG INCOME VERIFICATION FORM**

This program uses Community Development Block Grant (CDBG) funds, which are intended to help low- and moderate-income individuals that own or wish to establish a Microenterprise in Minneapolis. A Microenterprise is defined as a business with 5 or fewer employees, with one or more of those employees being the owner. The information requested below is needed to describe the income levels of the people served. The data will be shared with the Minneapolis Department of Community Planning and Economic Development. In any reports, your data will be combined with data from other participants, and you will not be personally identified. In order to participate in this program, you are legally required to supply this information by the US Department of Housing and Urban Development.

**CDBG Income  
Verification Form**

<b>BASICS</b>							
1 Participant's name			2 Business Name or idea:				
3 Number of employees, including the owner (s):		Phone	E-mail:				
4 Business street address:			City: Minneapolis	State: MN	Zip Code		
<b>PERSONAL INFORMATION</b>							
The following information is requested to describe the race and ethnicity of program participants:							
6 Is your family's ethnicity Hispanic or Latino <input type="checkbox"/> Yes / <input type="checkbox"/> No				7 Gender <input type="checkbox"/> Male / <input type="checkbox"/> Female			
8. Please check below ALL race designations appropriate for your family:							
<input type="checkbox"/> African immigrant	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian	<input type="checkbox"/> Black / African American	<input type="checkbox"/> Native Hawaiian	<input type="checkbox"/> White		
<b>9. Income Verification</b>							
1) First, check the box below next to the line that describes the total number of persons in your family.							
2) Next, check the income level under that line that describes your total family income. When calculating total family income, please consider all income earned from the sources listed on the reverse side.							
<input type="checkbox"/> 1 person	<input type="checkbox"/> 2 persons	<input type="checkbox"/> 3 persons	<input type="checkbox"/> 4 persons	<input type="checkbox"/> 5 persons	<input type="checkbox"/> 6 persons	<input type="checkbox"/> 7 persons	<input type="checkbox"/> 8 persons
<input type="checkbox"/> Less than \$17,400	<input type="checkbox"/> Less than \$19,900	<input type="checkbox"/> Less than \$22,400	<input type="checkbox"/> Less than \$24,850	<input type="checkbox"/> Less than \$27,400	<input type="checkbox"/> Less than \$29,450	<input type="checkbox"/> Less than \$31,450	<input type="checkbox"/> Less than \$33,500
<input type="checkbox"/> \$17,400 to \$29,050	<input type="checkbox"/> \$19,900 to \$33,200	<input type="checkbox"/> \$22,400 to \$37,350	<input type="checkbox"/> \$24,850 to \$41,450	<input type="checkbox"/> \$27,400 to \$45,650	<input type="checkbox"/> \$29,450 to \$49,050	<input type="checkbox"/> \$31,450 to \$52,400	<input type="checkbox"/> \$33,500 to \$55,800
<input type="checkbox"/> \$29,050 to \$44,750	<input type="checkbox"/> \$33,200 to \$51,150	<input type="checkbox"/> \$37,350 to \$57,550	<input type="checkbox"/> \$41,450 to \$63,900	<input type="checkbox"/> \$45,650 to \$69,050	<input type="checkbox"/> \$49,050 to \$74,150	<input type="checkbox"/> \$52,400 to \$79,250	<input type="checkbox"/> \$55,800 to \$84,350
<input type="checkbox"/> More than \$44,750	<input type="checkbox"/> More than \$51,150	<input type="checkbox"/> More than \$57,550	<input type="checkbox"/> More than \$63,900	<input type="checkbox"/> More than \$69,050	<input type="checkbox"/> More than \$74,150	<input type="checkbox"/> More than \$79,250	<input type="checkbox"/> More than \$84,350
I certify that the information on this form is accurate and complete. I authorize the City of Minneapolis to verify information provided, if necessary.							
10. Signed by participant:				Date	Enter date		

# Category D: Business Expansion

Details

## Reporting requirements:

- Category D report
- Additional data may be required

**Objective:** Provide services to support business growth

**Funding:** \$5,000.00 per business

## Eligible services include:

- Access to capital by creating loan packages and financial coaching
- Support writing a business plans, marketing and/or strategic planning
- Work on cash flow projections and management
- General training in business management
- Navigation the regulatory systems
- Real estate acquisition
- Training in bidding and estimating
- Human Resources management

Minneapolis  
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**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

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**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## CATEGORY D REPORT: BUSINESS EXPANSION

### Business profile

1	Business Name			
Logo or Picture		Main product/ service:		
				

### Ownership and contact info

2	Principal/ Owner:		5	E-mail:	
3	Phone:		6	Web:	
4	Street address:		7	City: Minneapolis	State: MN
				Zip Code	

### Basics

Provide a brief description of the business. This information can be imported from the business plan

8	Industry:		12	Number of Employees:	
9	Year in operation:		13	Legal Structure	
10	Monthly sales: \$		14	Projected sales per year: \$	
11	DBE certified:		15	Other certifications?	

Provide a description of the business:

### Who prepared this report?

15	Prepared by:		Date	<a href="#">Click here to enter a date.</a>
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Category D report  
Part 1

# B TAP

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## DESCRIPTION OF SERVICES PROVIDED

TECHNICAL ASSISTANCE PROVIDED BY (Organization):

### Technical assistance report

<sup>1</sup> TA Starting Day:	Click here to enter a date.	TA End Day:	Click here to enter a date.
<sup>2</sup> Stage of business Assisted:	NEW BUSINESS	Approximate amount of TA hours:	<input type="text"/>
<sup>3</sup> Number of Jobs created:	<input type="text"/> FT <input type="text"/> PT	<sup>4</sup> Number of Jobs retained:	<input type="text"/> FT <input type="text"/> PT

### Type of business expansion (mark all that apply and provide a brief description)

Impact	<input checked="" type="checkbox"/>	Detail
Real estate related	<input type="checkbox"/>	<input type="text"/>
Job creation	<input type="checkbox"/>	<input type="text"/>
Opened a second location	<input type="checkbox"/>	<input type="text"/>
Increase in sales/ revenue	<input type="checkbox"/>	<input type="text"/>

### Technical assistance detail (mark all that apply and provide a brief description)

Technical Assistance	<input checked="" type="checkbox"/>	Detail
Wrote a business and/or strategic plan	<input type="checkbox"/>	<input type="text"/>
Assistance with business registration	<input type="checkbox"/>	<input type="text"/>
License application (what license?)	<input type="checkbox"/>	<input type="text"/>
Loan packages and (loan amount?)	<input type="checkbox"/>	<input type="text"/>
Financial projections (describe any findings)	<input type="checkbox"/>	<input type="text"/>
General training in business management (describe)	<input type="checkbox"/>	<input type="text"/>
Navigating the regulatory systems (what systems?)	<input type="checkbox"/>	<input type="text"/>
Real estate acquisition or lease agreements	<input type="checkbox"/>	<input type="text"/>
Training in bidding and estimating	<input type="checkbox"/>	<input type="text"/>
DBE Certification or other certifications (describe)	<input type="checkbox"/>	<input type="text"/>
Other: <input type="text"/>	<input type="checkbox"/>	<input type="text"/>
Other: <input type="text"/>	<input type="checkbox"/>	<input type="text"/>

Describe how the technical assistance provided contributed to the opening of this business:

### Client's demographic information (optional)

Gender:	<input type="text"/>	Ethnicity:	<input type="text"/>	Age:	<input type="text"/>
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Category D report  
Part 2



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis



**B TAP**

**BUSINESS TECHNICAL ASSISTANCE PROGRAM**  
Supporting Business Growth in the City of Minneapolis

## Bonus: Disadvantaged Business Enterprise Certification (DBE)

Details

**Funding:** \$1,000.00 per business

**Reporting requirements:** Copy of DBE Certification

**Objective:** Increase the number of DBE certified businesses in Minneapolis

**Eligible services include:**

- Technical Assistance to process and receive the [Disadvantaged Business Enterprise \(DBE\)](#) certification



**EXHIBIT D**  
**Budget Template and narrative**  
**Applicant's name**

**SOURCES**

Item	#	Amount	Total
Category A: Feasibility		\$ 50.00 p/hour	\$
Category B: New business		\$ 5,000.00 p/business	\$
Category C: Business Retention		\$ 75.00 p/hour	\$
Category D: Business Growth		\$ 5,000.00 p/business	\$
Total			\$ -

Do not include bonus businesses in the budget

**Narrative USES**

Item	Total
Description of uses by service provider	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Comments

## EXHIBIT E

### Form of Consent for Release of Response Data

Submit with your application

\_\_\_\_\_, 201\_\_  
City of Minneapolis  
Department of Community Planning and Economic Development  
105 5<sup>th</sup> Avenue S.  
Minneapolis, MN 55401

Re: Business Technical Assistance Program Request for Proposals Consent for Release of Response Data

\_\_\_\_\_, on behalf of  
\_\_\_\_\_, hereby consents to the release of its proposal in response to the Small Business Technical Assistance Program Request for Proposals and waives any claims it may have under Minnesota Statutes Section 13.08 against the City of Minneapolis for making such information public.

Signature \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**BUSINESS TECHNICAL ASSISTANCE PROGRAM  
GRANT AGREEMENT  
Non-CDBG up to \$50,000  
(2016-2018)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("City"), and \_\_\_\_\_, a Minnesota 501C3 Non Profit corporation ("Grantee").

**WHEREAS**, the Grantee is proposing to administer a Small Business Technical Assistance program; and

**WHEREAS**, on \_\_\_\_\_, 201\_, the City Council of the City approved a \_\_\_\_\_ grant to Grantee for such activities;

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION I. SCOPE OF SERVICES**

Grantee agrees to implement a Small Business Technical Assistance program in accordance with this Agreement and the Scope of Services attached hereto as **Exhibit 1** (the "Scope of Services") incorporated herein by reference (collectively, the "Program").

**SECTION II. TIME OF PERFORMANCE**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("End Date"), unless this Agreement is earlier terminated.

**SECTION III. GRANT**

A. **Compensation and Disbursements.** The City shall disburse up to \$ \_\_\_\_\_ (the "Grant Funds") to Grantee to complete the activities defined in the Scope of Services. Payment requests shall not be submitted more often than once per quarter. Payments will be made in accordance with the deliverables identified in the Scope of Services upon submission of a disbursement request and supporting itemized invoices corresponding to the deliverables on **Exhibit A**. Grantee covenants that it shall not request Grant Funds to reimburse Grantee for any expenses also being charged to any other public entity, including any other City-funded contract. Disbursements will be made no more often than monthly.

Payments will be tied to the deliverables as outlined in the attached Scope of Services. A final request for disbursement for completed work must be submitted within 45 days after the End Date.

The City shall not be required to, nor shall it, reimburse the Grantee for any unsatisfactory, incomplete, inaccurate, or defective work as determined by the City or for any disbursements requested later than 45 days after the End Date.

**B. Bonus Dollars:**

Service providers may be eligible to receive a bonus for each business assisted that obtains a DBE certification under the Minnesota Unified Certification Program. Bonus dollars will operate under a first-come, first-served basis until available funds are exhausted. To receive bonus dollars, assisted businesses must provide a copy of the DBE certification. Click here for more details on the [DBE program](#).

**Only 1 bonus per business**

**SECTION IV. PERFORMANCE MONITORING**

City staff will monitor the performance of the Grantee. Upon request, Grantee will submit to the City written reports describing the work performed and assessing the progress made toward achieving the objectives of the Program.

**SECTION V. PERSONNEL**

The Grantee represents that it has engaged or will engage all personnel required to perform the services under this Agreement. All the services required hereunder shall be performed by the Grantee or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services.

**SECTION VI. CITY LOGO AND PUBLIC EVENTS**

The Grantee shall add the City's logo to all printed materials (brochures, event fliers, etc.) advertising an activity or program that has been funded in whole or in part by City funding. Grantee shall furnish ample notice to the City of public ceremonies and similar events so that the City may obtain publicity of and participation in such events. Grantee agrees to assist and cooperate in such publicity and participation. Grantee further agrees that the City shall have the right to issue press releases concerning the event or project

**SECTION VII. NOTICES**

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

**City:** Daniel Bonilla  
City of Minneapolis  
Community Planning and Economic Development Department  
105 Fifth Avenue South, Suite 200  
Minneapolis, MN 55401-2534  
Phone: (612) 673-5232  
daniel.bonilla@minneapolismn.gov

**Grantee:** Contact Name  
Organization  
Addresss  
Address  
Phone  
email

### **SECTION VIII. GENERAL CONDITIONS**

A. **General Conditions** – The Grantee agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.

B. **Independent Grantee** – Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Grantee shall at all times remain an independent contractor.

C. **Hold Harmless** – The Grantee will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney’s fees regardless of the Grantee’s insurance coverage, arising directly from any negligent act or omission of the Grantee, its employees, agents, by any sub-contractor or sub-consultant and by any employees of the subcontractors and sub-consultant of the Grantee, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Grantee to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Grantee and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney’s fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466, shall apply to any tort claims brought against the City as a result of this Contract.

Neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

D. **Insurance** – Prior to starting the services described herein, Grantee shall provide evidence of and continually maintain throughout the term of this Agreement, workers’ compensation insurance in accordance with statutory requirements. The Grantee shall also provide evidence of and continually maintain: (i) commercial general liability insurance which

shall include contractual liability coverage, (ii) automobile insurance for any vehicles owned by the Grantee, and (iii) hired/non-owned automobile insurance (if Grantee will be driving automobiles not owned by the Grantee while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per occurrence with aggregate coverage of \$1,000,000. Said insurance policy(ies) shall name the City as an additional insured and may not be cancelled without days' notice to the City.

Insurance secured by the Grantee 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 the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Grantee. Any policy deductibles or retention shall be the responsibility of the Grantee. The City does not represent that the insurance requirements are sufficient to protect the Grantee's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Grantee shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

E. **Time is of the Essence** – Time is of the essence in the performance of this Agreement.

F. **Accounting Standards** – The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.

G. **Records**

1. **Retention** – The Grantee shall retain all records pertinent to expenditures incurred under this Agreement until (i) six (6) years after the date this Agreement is terminated, or (ii) until a final audit has been performed, whichever is later.

2. **Audits & Inspections** – The Grantee 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 book, documents, papers, and records that are relevant to or involve transactions relating to this Agreement for a period of six years after the final payment is made by the City to the Grantee.

H. **Assignability** – The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

I. **Conflict of Interest** – Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Grantee are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Grantee to avoid any situation that may give rise to a "conflict of interest."

As it applies to the Grantee, the City's Code of Ethics will also apply to the Grantee in its role as an "interested person" since Grantee 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.

J. **Subcontracts** – The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City.

K. **Copyright** – The City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, any work created using funds from this Agreement.

L. **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.

M. **Governing Law** – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.

N. **Termination** – The City and/or the Grantee may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event of such termination, Grantee shall be entitled to receive grant disbursements for Program activities satisfactorily completed prior to the date such termination notice is given. Notwithstanding termination of this Contract, the Grantee 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 Grantee. The City may, in such event, withhold payments due to the Grantee 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 Grantee, 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 under law.

O. **Prohibited Activity** – The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the Program for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities. Program participants may not be placed into or remain working in any position which is affected by a labor dispute. Through ordinance codified at Section 544.120, Minneapolis Code of Ordinances, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

P. **Non-Discrimination** – Grantee agrees that all activities financed with the funds from this Agreement must be open and available to all qualified participants. Grantee shall not, in the administration of the Program, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance.

Q. **Data Practices** – Grantee 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 Grantee and any of Grantee's sub-grantees 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 Grantee 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 Grantee concerning data requests. The Grantee agrees to hold the City, its officers and employees harmless from any claims resulting from the Grantee's unlawful disclosure or use of data protected under state or federal laws.

R. **Compliance with the Law** – Grantee agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Grantee 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.

S. **Documentation** – Grantee must maintain the following records and provide the following reports relating to its activities funded under this Agreement in the form, content and frequency as required by the City:

1. Reports stated in the Scope of Services

Failure to provide the foregoing reports will be cause for the City to refuse additional disbursements under this Agreement. The City shall own all statistical or factual information provided in the reports provided by the Grantee and retains the right to publish all data independently of this Agreement using whatever means the City deems appropriate. The City shall have the right to access all data maintained by Grantee in connection with this Agreement. Upon request, the Grantee shall provide bulk extracts that meet the public release criteria for use in accordance with the City's Open Data Policy. The Grantee shall permit and allow free access to the data Grantee maintains in connection with this Agreement.

## **SECTION IX. MISCELLANEOUS PROVISIONS**

A. **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.

B. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

C. **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 Grantee.

D. **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.

E. **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.

*(Remainder of page intentionally left blank.)  
Signature pages follow.*

(Signature page to Small Business Technical Assistance Program Grant Agreement)

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF MINNEAPOLIS**

By  \_\_\_\_\_  
Its Finance Officer  
Enterprise Contract Administrator  
City Purchasing Agent

Responsible Department Head:  
 \_\_\_\_\_  
David Frank, Director of Economic  
Policy and Development, CPED

Approved as to form:  
 \_\_\_\_\_  
Shelley Roe, Assistant City Attorney

*(Signature page to Small Business Technical Assistance Program Grant Agreement)*

**GRANTEE:**

\_\_\_\_\_

By  \_\_\_\_\_

Its  \_\_\_\_\_

Federal Taxpayer ID#:  \_\_\_\_\_

DUNS#  \_\_\_\_\_

**BUSINESS TECHNICAL ASSISTANCE PROGRAM  
GRANT AGREEMENT  
Non- CDBG over \$50,000  
(2016-2018)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("City"), and \_\_\_\_\_, a Minnesota \_\_\_\_\_ corporation ("Grantee").

**WHEREAS**, the Grantee is proposing to administer a Small Business Technical Assistance program; and

**WHEREAS**, on \_\_\_\_, 201\_\_\_\_, the City Council of the City approved a \$\_\_\_\_\_ grant to Grantee for such activities;

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION I. SCOPE OF SERVICES**

Grantee agrees to implement a Small Business Technical Assistance program in accordance with this Agreement and the Scope of Services attached hereto as **Exhibit 1** (the "Scope of Services") incorporated herein by reference (collectively, the "Program").

**SECTION II. TIME OF PERFORMANCE**

The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall continue until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ ("End Date"), unless this Agreement is earlier terminated.

**SECTION III. GRANT**

A. **Compensation and Disbursements.** The City shall disburse up to \$\_\_\_\_\_ (the "Grant Funds") to Grantee to complete the activities defined in the Scope of Services. Payment requests shall not be submitted more often than once per month. Payments will be made in accordance with the deliverables identified in the Scope of Services upon submission of a disbursement request and supporting itemized invoices corresponding to the deliverables on **Exhibit 1**. Grantee covenants that it shall not request Grant Funds to reimburse Grantee for any expenses also being charged to any other public entity, including any other City-funded contract. Disbursements will be made no more often than monthly.

Payments will be tied to the deliverables as outlined in the attached Scope of Services. A final request for disbursement for completed work must be submitted within 45 days after the End Date.

The City shall not be required to, nor shall it, reimburse the Grantee for any unsatisfactory, incomplete, inaccurate, or defective work as determined by the City or for any disbursements requested later than 45 days after the End Date.

**B. Bonus Dollars.**

Service providers may be eligible to receive a bonus for each business assisted that obtains a DBE certification under the Minnesota Unified Certification Program. Bonus dollars will operate under a first-come, first-served basis until available funds are exhausted. To receive bonus dollars, assisted businesses must provide a copy of the DBE certification. Click here for more details on the [DBE program](#).

**Only 1 bonus per business**

C. **Budget.** In no event shall the total amount to be disbursed under the terms of this Agreement exceed \$\_\_\_\_\_.

**SECTION IV. PERFORMANCE MONITORING**

City staff will monitor the performance of the Grantee. Upon request, Grantee will submit to the City written reports describing the work performed and assessing the progress made toward achieving the objectives of the Program.

**SECTION V. PERSONNEL**

The Grantee represents that it has engaged or will engage all personnel required to perform the services under this Agreement. All the services required hereunder shall be performed by the Grantee or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services.

**SECTION VI. CITY LOGO AND PUBLIC EVENTS**

The Grantee shall add the City's logo to all printed materials (brochures, event fliers, etc.) advertising an activity or program that has been funded in whole or in part by City funding. Grantee shall furnish ample notice to the City of public ceremonies and similar events so that the City may obtain publicity of and participation in such events. Grantee agrees to assist and cooperate in such publicity and participation. Grantee further agrees that the City shall have the right to issue press releases concerning the event or project

**SECTION VII. NOTICES**

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

**City:** Daniel Bonilla  
City of Minneapolis  
Community Planning and Economic Development Department  
105 Fifth Avenue South, Suite 200  
Minneapolis, MN 55401-2534  
Phone: (612) 673-52322534  
Fax: (612) 673-5113  
Daniel.Bonilla@minneapolismn.gov

**Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**SECTION VIII. GENERAL CONDITIONS**

A. **General Conditions** – The Grantee agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.

B. **Independent Grantee** – Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Grantee shall at all times remain an independent contractor.

C. **Hold Harmless** – The Subrecipient will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney’s fees regardless of the Subrecipient’s insurance coverage, arising directly from any negligent act or omission of the Subrecipient, its employees, agents, by any sub-contractor or sub-consultant and by any employees of the subcontractors and sub-consultant of the Subrecipient, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Subrecipient to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Subrecipient and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney’s fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466, shall apply to any tort claims brought against the City as a result of this Contract.

Neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

D. **Insurance** – Prior to starting the services described herein, Grantee shall provide evidence of and continually maintain throughout the term of this Agreement, workers’

compensation insurance in accordance with statutory requirements. The Grantee shall also provide evidence of and continually maintain: (i) commercial general liability insurance which shall include contractual liability coverage, (ii) automobile insurance for any vehicles owned by the Grantee, and (iii) hired/non-owned automobile insurance (if Grantee will be driving automobiles not owned by the Grantee while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per occurrence with aggregate coverage of \$1,000,000. Said insurance policy(ies) shall name the City as an additional insured and may not be cancelled without days' notice to the City.

Insurance secured by the Subrecipient 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 the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Subrecipient. Any policy deductibles or retention shall be the responsibility of the Subrecipient. The City does not represent that the insurance requirements are sufficient to protect the Subrecipient's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Subrecipient shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

E. **Time is of the Essence** – Time is of the essence in the performance of this Agreement.

F. **Accounting Standards** – The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.

G. **Records**

1. **Retention** – The Grantee shall retain all records pertinent to expenditures incurred under this Agreement until (i) six (6) years after the date this Agreement is terminated, or (ii) until a final audit has been performed, whichever is later.

2. **Audits & Inspections** – The Grantee 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 book, documents, papers, and records that are relevant to or involve transactions relating to this Agreement.

H. **Assignability** – The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

I. **Conflict of Interest** – Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Subrecipient are required to comply with the City's Code of

Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Subrecipient to avoid any situation that may give rise to a “conflict of interest.”

As it applies to the Subrecipient, the City’s Code of Ethics will also apply to the Subrecipient in its role as an “interested person” since Subrecipient 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.

J. **Subcontracts** – The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City.

K. **Copyright** – The City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, any work created using funds from this Agreement.

L. **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.

M. **Governing Law** – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.

N. **Termination** – The City and/or the Grantee may terminate this Agreement upon thirty (30) days’ written notice to the other party. In the event of such termination, Grantee shall be entitled to receive grant disbursements for Program activities satisfactorily completed prior to the date such termination notice is given. Notwithstanding termination of this Contract, the Grantee 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 Grantee. The City may, in such event, withhold payments due to the Grantee 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 Grantee, 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 under law.

O. **Prohibited Activity** – The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the Program for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities. Program participants may not be placed into or remain working in any position which is affected by a labor dispute. Through ordinance codified at Section 544.120, Minneapolis Code of Ordinances, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

P. **Equal Opportunity and Non-Discrimination Laws** – The Subrecipient agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Subrecipient. Among the federal, state and city statutes and ordinances to which the consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and

Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C. Section 2000e, et. seq. (Title VIII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C. Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Subrecipient shall have submitted and had an “affirmative action plan” approved by the City prior to entering into the Contract.

Q. **Data Practices** – Grantee 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 Subrecipient and any of Subrecipient’s sub-grantees 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 Grantee 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 Grantee concerning data requests. The Grantee agrees to hold the City, its officers and employees harmless from any claims resulting from the Grantee’s unlawful disclosure or use of data protected under state or federal laws.

R. **Disability Compliance Requirements** – Grantees of 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. Grantee 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 Grantees associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Grantees 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 Grantee’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.

S. **Documentation** – Subrecipient must maintain the following records and provide the following reports relating to its activities funded under this Agreement in the form, content and frequency as required by the City:

1.

Failure to provide the foregoing reports will be cause for the City to refuse additional disbursements under this Agreement.

T. **Living Wage Ordinance** – The Grantee may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance”, (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert255695.pdf>) Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). 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 Grantee and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

U. **Equal Benefits Ordinance** – Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Grantee and subgrantee 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/convert261694.pdf>. It is the Grantee’s responsibility to review and understand the requirements and applicability of this ordinance.

V. **Small & Underutilized Business Program (SUBP) Requirements** – Grantee must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the Grantee find an opportunity to contract 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.

## **SECTION X. MISCELLANEOUS PROVISIONS**

- A. **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.
- B. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
- C. **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 Subrecipient.

- D. **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.
- E. **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.

*(Remainder of page intentionally left blank.)  
Signature pages follow.*

*(Signature page to Small Business Technical Assistance Program  
Grant Agreement)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF MINNEAPOLIS**

By \_\_\_\_\_

Its Finance Officer  
Enterprise Contract Administrator  
City Purchasing Agent

Responsible Department Head:

\_\_\_\_\_  
David Frank, Director of Economic  
Policy and Development, CPED

Approved as to form:

\_\_\_\_\_  
Shelley Roe, Assistant City Attorney

*(Signature page to Small Business Technical Assistance Program  
Grant Agreement)*

**GRANTEE:**

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Federal Taxpayer ID#: \_\_\_\_\_

**EXHIBIT 1**

**SCOPE OF SERVICES**

**Small Business Technical Assistance Program**

**MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM  
GRANT AGREEMENT  
CDBG up to \$50,000  
(2016-2018)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("City"), and \_\_\_\_\_, a Minnesota 501C3-Non-profit corporation ("Subrecipient").

**WHEREAS**, the Subrecipient is proposing to administer a Microenterprise Technical Assistance program; and

**WHEREAS**, on \_\_\_\_\_, 201\_\_\_\_, the City Council of the City approved a \$ \_\_\_\_\_ grant to Subrecipient for such activities utilizing funds from the United States government under Title I of the Housing and Community Development Act of 1974, as amended (the "CDBG Act"), Public Law 93-383;

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION I. SCOPE OF SERVICES**

All Program activities must benefit Microenterprises that are currently owned in part by an Income Qualified Person or that an Income Qualified Person wishes to establish. Subrecipient agrees to implement a Microenterprise Technical Assistance program in accordance with this Agreement and the Scope of Services attached hereto as **Exhibit 1** (the "Scope of Services") incorporated herein by reference (collectively, the "Program").

**SECTION II. DEFINITIONS**

A. Microenterprise means a business that has five or fewer employees with at least one being an Income Qualified Person who owns the Microenterprise in whole or in part.

B. Income Qualified Person means an individual whose Annual Income does not exceed 80 percent of the Median Family Income.

C. Median Family Income means the median family income as most recently established by HUD for the Minneapolis/St. Paul Standard Metropolitan Statistical Area, as adjusted for family size.

D. Annual Income means "Annual Income" as defined at 24 C.F.R. 5.609, which is the definition used for HUD's Section 8 program.

### **SECTION III. TIME OF PERFORMANCE**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“End Date”), unless this Agreement is earlier terminated.

### **SECTION IV. GRANT**

A. **Compensation and Disbursements.** The City shall disburse up to \$\_\_\_\_\_ (the “Grant Funds”) to Subrecipient to complete the activities defined in the Scope of Services. Payment requests shall not be submitted more often than once per quarter. Payments will be made in accordance with the deliverables identified in the Scope of Services upon submission of a disbursement request and supporting itemized invoices corresponding to the deliverables on **Exhibit 1**. Subrecipient covenants that it shall not request Grant Funds to reimburse Subrecipient for any expenses also being charged to any other public entity, including any other City-funded contract. Disbursements will be made no more often than monthly.

Payments will be tied to the deliverables as outlined in the attached Scope of Services. A final request for disbursement for completed work must be submitted within 45 days after the End Date.

The City shall not be required to, nor shall it, reimburse the Subrecipient for any unsatisfactory, incomplete, inaccurate, or defective work as determined by the City or for any disbursements requested later than 45 days after the End Date.

B. **Bonus Dollars:**

Service providers may be eligible to receive a bonus for each business assisted that obtains a DBE certification under the Minnesota Unified Certification Program. Bonus dollars will operate under a first-come, first-served basis until available funds are exhausted. To receive bonus dollars, assisted businesses must provide a copy of the DBE certification. Click here for more details on the [DBE program](#).

**Only 1 bonus per business**

### **SECTION V. PERFORMANCE MONITORING**

City staff will monitor the performance of the Subrecipient. Upon request, Subrecipient will submit to the City written reports describing the work performed and assessing the progress made toward achieving the objectives of the Program.

### **SECTION VI. PERSONNEL**

The Subrecipient represents that it has engaged or will engage all personnel required to perform the services under this Agreement. All the services required hereunder shall be performed by the

Subrecipient or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services.

**SECTION VII. CITY LOGO AND PUBLIC EVENTS**

The Subrecipient shall add the City’s logo to all printed materials (brochures, event fliers, etc.) advertising an activity or program that has been funded in whole or in part by City funding. Subrecipient shall furnish ample notice to the City of public ceremonies and similar events so that the City may obtain publicity of and participation in such events. Subrecipient agrees to assist and cooperate in such publicity and participation. Subrecipient further agrees that the City shall have the right to issue press releases concerning the event or Program

**SECTION VIII. NOTICES**

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

**City:** Daniel Bonilla  
City of Minneapolis  
Community Planning and Economic Development Department  
105 Fifth Avenue South, Suite 200  
Minneapolis, MN 55401-2534  
Phone: (612) 673-5232  
daniel.bonilla@minneapolismn.gov

**Subrecipient:** Contact Name  
Organization  
Addresss  
Address  
Phone  
email

**SECTION IX. GENERAL CONDITIONS**

A. **General Conditions** – The Subrecipient agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.

B. **Independent Subrecipient** – Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Subrecipient shall at all times remain an independent contractor.

C. **Hold Harmless** – The Subrecipient will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney’s fees regardless of the Subrecipient’s insurance coverage, arising directly from any negligent act or omission of the Subrecipient, its

employees, agents, by any sub-contractor or sub-consultant and by any employees of the subcontractors and sub-consultant of the Subrecipient, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Subrecipient to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Subrecipient and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466, shall apply to any tort claims brought against the City as a result of this Contract.

Neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

D. **Insurance** – Prior to starting the services described herein, Subrecipient shall provide evidence of and continually maintain throughout the term of this Agreement, workers' compensation insurance in accordance with statutory requirements. The Subrecipient shall also provide evidence of and continually maintain: (i) commercial general liability insurance which shall include contractual liability coverage, (ii) automobile insurance for any vehicles owned by the Subrecipient, and (iii) hired/non-owned automobile insurance (if Subrecipient will be driving automobiles not owned by the Subrecipient while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per occurrence with aggregate coverage of \$1,000,000. Said insurance policy(ies) shall name the City as an additional insured and may not be cancelled without days' notice to the City.

Insurance secured by the Subrecipient 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 the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Subrecipient. Any policy deductibles or retention shall be the responsibility of the Subrecipient. The City does not represent that the insurance requirements are sufficient to protect the Subrecipient's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Subrecipient shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

E. **Time is of the Essence** – Time is of the essence in the performance of this Agreement.

F. **Accounting Standards** – The Subrecipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.

G. **Records**

1. **Retention** – The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement until (i) six (6) years after the date this Agreement is terminated, or (ii) until a final audit has been performed, whichever is later.
2. **Audits & Inspections** – The Subrecipient 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 book, documents, papers, and records that are relevant to or involve transactions relating to this Agreement for a period of six years after the final payment is made by the City to the Subrecipient.

H. **Assignability** – The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

I. **Conflict of Interest** – Pursuant to Section 15.250 of the City’s Code of Ordinances, both the City and the Subrecipient are required to comply with the City’s Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Subrecipient to avoid any situation that may give rise to a “conflict of interest.” As it applies to the Subrecipient, the City’s Code of Ethics will also apply to the Subrecipient in its role as an “interested person” since Subrecipient 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.

J. **Subcontracts** – The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City.

K. **Copyright** – The City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, any work created using funds from this Agreement.

L. **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 Program or undertaking.

M. **Governing Law** – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.

N. **Termination** – The City and/or the Subrecipient may terminate this Agreement upon thirty (30) days’ written notice to the other party. In the event of such termination, Subrecipient shall be entitled to receive grant disbursements for Program activities satisfactorily completed prior to the date such termination notice is given. Notwithstanding termination of this Contract, the Subrecipient 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 Subrecipient. The City may, in such event, withhold payments due to the Subrecipient 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 Subrecipient, 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 under law.

O. **Prohibited Activity** – The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities. Program participants may not be placed into or remain working in any position which is affected by a labor dispute. Through ordinance codified at Section 544.120, Minneapolis Code of Ordinances, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City Program or undertaking.

P. **Non-Discrimination** – Subrecipient agrees that all activities financed with the funds from this Agreement must be open and available to all qualified participants. Subrecipient shall not, in the administration of the Program, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance

Q. **Data Practices** – Subrecipient 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 Subrecipient and any of Subrecipient’s sub-Subrecipients 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 Subrecipient 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 Subrecipient concerning data requests. The Subrecipient agrees to hold the City, its officers and employees harmless from any claims resulting from the Subrecipient’s unlawful disclosure or use of data protected under state or federal laws.

R. **Compliance with the Law** – Subrecipient agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Subrecipient 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.

S. **Uniform Administrative Requirements** – Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 C.F.R. 570, as the same may be amended and supplemented from time to time, and such additional applicable orders, regulations, rulings, interpretations and directives for the Community Development Block Grant (CDBG) Program as may be promulgated or issued by the United States Department of Housing and Urban Development.

T. **Documentation** – Subrecipient must maintain the following records and provide the following reports relating to its activities funded under this Agreement in the form, content and frequency as required by the City:

1. Evidence that assisted businesses meet the Microenterprise definitions in Section II of this Agreement and that persons assisted in creating a Microenterprise are Income Qualified Persons.
2. Reports stated in the Scope of Services

Failure to provide the foregoing reports or maintain the foregoing documentation will be cause for the City to refuse to additional disbursements under this Agreement. The City shall own all statistical or factual information provided in the reports provided by the Subrecipient and retains the right to publish all data independently of this Agreement using whatever means the City deems appropriate. The City shall have the right to access all data maintained by Subrecipient in connection with this Agreement. Upon request, the Subrecipient shall provide bulk extracts that meet the public release criteria for use in accordance with the City's Open Data Policy. The Subrecipient shall permit and allow free access to the data Subrecipient maintains in connection with this Agreement.

## **SECTION IX. MISCELLANEOUS PROVISIONS**

A. **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.

B. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

C. **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 Subrecipient.

D. **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.

E. **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.

*(Remainder of page intentionally left blank.)  
Signature pages follow.*

*(Signature page to Microenterprise Technical Assistance Program  
Grant Agreement)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF MINNEAPOLIS**

**By** \_\_\_\_\_

Its Finance Officer  
Enterprise Contract Administrator  
City Purchasing Agent

Responsible Department Head:

\_\_\_\_\_

David Frank, Director of Economic  
Policy and Development, CPED

Approved as to form:

\_\_\_\_\_  
Shelley Roe, Assistant City Attorney

*(Signature page to Microenterprise Technical Assistance Program  
Grant Agreement)*

**SUBRECIPIENT:**

\_\_\_\_\_

By  \_\_\_\_\_

Its  \_\_\_\_\_

Federal Taxpayer ID#:  \_\_\_\_\_

# Special Conditions for Federal and State Grant Funded Contracts

(Revised: 9/2013)

## 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.

### 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 Subrecipient or sub-Subrecipient (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 220 "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 AWARDED 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 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.

**M. 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.hudclips.org/sub\\_nonhud/html/pdfforms/4010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf)) 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 States 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](http://www.fsrs.gov) for details).

**MICROENTERPRISE TECHNICAL ASSISTANCE PROGRAM  
GRANT AGREEMENT  
CDBG over \$50,000  
(2016-2018)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the CITY OF MINNEAPOLIS, a Minnesota municipal corporation ("City"), and \_\_\_\_\_, a Minnesota \_\_\_\_\_ corporation ("Subrecipient").

**WHEREAS**, the Subrecipient is proposing to administer a Microenterprise Technical Assistance program; and

**WHEREAS**, on \_\_\_\_, 201\_\_, the City Council of the City approved a \$\_\_\_\_\_ grant to Subrecipient for such activities utilizing funds from the United States government under Title I of the Housing and Community Development Act of 1974, as amended (the "CDBG Act"), Public Law 93-383;

**NOW, THEREFORE**, the parties hereto agree as follows:

**SECTION I. SCOPE OF SERVICES**

All Program activities must benefit Microenterprises that are currently owned in part by an Income Qualified Person or that an Income Qualified Person wishes to establish. Subrecipient agrees to implement a Microenterprise Technical Assistance program in accordance with this Agreement and the Scope of Services attached hereto as **Exhibit 1** (the "Scope of Services") incorporated herein by reference (collectively, the "Program").

**SECTION II. DEFINITIONS**

A. Microenterprise means a business that has five or fewer employees with at least one being an Income Qualified Person who owns the Microenterprise in whole or in part.

B. Income Qualified Person means an individual whose Annual Income does not exceed 80 percent of the Median Family Income.

C. Median Family Income means the median family income as most recently established by HUD for the Minneapolis/St. Paul Standard Metropolitan Statistical Area, as adjusted for family size.

D. Annual Income means "Annual Income" as defined at 24 C.F.R. 5.609, which is the definition used for HUD's Section 8 program.

### **SECTION III. TIME OF PERFORMANCE**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“End Date”), unless this Agreement is earlier terminated.

### **SECTION IV. GRANT**

A. **Compensation and Disbursements.** The City shall disburse up to \$\_\_\_\_\_ (the “Grant Funds”) to Subrecipient to complete the activities defined in the Scope of Services. Payment requests shall not be submitted more often than once per quarter. Payments will be made in accordance with the deliverables identified in the Scope of Services upon submission of a disbursement request and supporting itemized invoices corresponding to the deliverables on **Exhibit 1**. Subrecipient covenants that it shall not request Grant Funds to reimburse Subrecipient for any expenses also being charged to any other public entity, including any other City-funded contract. Disbursements will be made no more often than monthly.

Payments will be tied to the deliverables as outlined in the attached Scope of Services. A final request for disbursement for completed work must be submitted within 45 days after the End Date.

The City shall not be required to, nor shall it, reimburse the Subrecipient for any unsatisfactory, incomplete, inaccurate, or defective work as determined by the City or for any disbursements requested later than 45 days after the End Date.

B. **Bonus Dollars.**

Service providers may be eligible to receive a bonus for each business assisted that obtains a DBE certification under the Minnesota Unified Certification Program. Bonus dollars will operate under a first-come, first-served basis until available funds are exhausted. To receive bonus dollars, assisted businesses must provide a copy of the DBE certification. Click here for more details on the [DBE program](#).

**Only 1 bonus per business**

### **SECTION V. PERFORMANCE MONITORING**

City staff will monitor the performance of the Subrecipient. Upon request, Subrecipient will submit to the City written reports describing the work performed and assessing the progress made toward achieving the objectives of the Program.

### **SECTION VI. PERSONNEL**

The Subrecipient represents that it has engaged or will engage all personnel required to perform the services under this Agreement. All the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under Federal, State and Local law to perform such services.

**SECTION VII. CITY LOGO AND PUBLIC EVENTS**

The Subrecipient shall add the City’s logo to all printed materials (brochures, event fliers, etc.) advertising an activity or program that has been funded in whole or in part by City funding. Subrecipient shall furnish ample notice to the City of public ceremonies and similar events so that the City may obtain publicity of and participation in such events. Subrecipient agrees to assist and cooperate in such publicity and participation. Subrecipient further agrees that the City shall have the right to issue press releases concerning the event or Program

**SECTION VIII. NOTICES**

Communication and details concerning activities under this Agreement shall be directed to the following contract representatives:

**City:** Daniel Bonilla  
City of Minneapolis  
Community Planning and Economic Development Department  
105 Fifth Avenue South, Suite 200  
Minneapolis, MN 55401-2534  
Phone: (612) 673-5232  
Fax: (612) 673-5113  
daniel.bonilla@minneapolismn.gov

**Subrecipient:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
e-mail: \_\_\_\_\_

**SECTION IX. GENERAL CONDITIONS**

A. **General Conditions** – The Subrecipient agrees to comply with all applicable federal, state and local laws governing the services performed and funds provided under this Agreement.

B. **Independent Subrecipient** – Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer-employee between the parties. The Subrecipient shall at all times remain an independent contractor.

C. **Hold Harmless** – The Subrecipient agrees to defend, indemnify and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorney’s fees, resulting directly or indirectly from a negligent act or omission of the Subrecipient, its agents, employees or subrecipients in the performance of this Agreement.

D. **Insurance** – Prior to starting the services described herein, Subrecipient shall provide evidence of (including endorsements to policies) and continually maintain throughout the term of this

Agreement, workers' compensation insurance in accordance with statutory requirements. The Subrecipient shall also provide evidence of and continually maintain: (i) commercial general liability insurance which shall include contractual liability coverage, (ii) automobile insurance for any vehicles owned by the Subrecipient, and (iii) hired/non-owned automobile insurance (if Subrecipient will be driving automobiles not owned by the Subrecipient while performing services under this Agreement) in amounts sufficient to indemnify the City, but in no event less than \$1,000,000 per occurrence with aggregate coverage of \$1,000,000. Said insurance policy(ies) shall name the City as an additional insured and may not be cancelled without days' notice to the City.

E. **Time is of the Essence** – Time is of the essence in the performance of this Agreement.

F. **Accounting Standards** – The Subrecipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles to properly account for expenses incurred under this Agreement.

G. **Records**

1. **Retention** – The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement until (i) six (6) years after the date this Agreement is terminated, or (ii) until a final audit has been performed, whichever is later.
2. **Audits & Inspections** – The Subrecipient 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 book, documents, papers, and records that are relevant to or involve transactions relating to this Agreement. Subrecipient agrees to comply with the City's current policy concerning Subrecipient Audits.

H. **Assignability** – The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

I. **Conflict of Interest** – By signing this Agreement, the Subrecipient agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would create a conflict of interest in its contractual relationship with the City. If the Subrecipient is unclear if a conflict of interest exists, the Subrecipient will immediately contact the City representative identified as the contract manager in this Agreement and ask for an interpretation. Insofar as it relates to its relationship with the City created by this Agreement, the Subrecipient agrees to comply with the City's Code of Ethics as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Subrecipient certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with Title 2, Chapter 15 of that Ordinance as it relates to their relationships between the City and the Subrecipient created by this Contract. Compliance with the Code of Ethics by the Subrecipient 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 Subrecipient 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 Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

J. **Subcontracts** – The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City.

K. **Copyright** – The City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, any work created using funds from this Agreement.

L. **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 Program or undertaking.

M. **Governing Law** – This Agreement shall be construed and enforced according to and governed by the laws of the State of Minnesota.

N. **Termination** – The City and/or the Subrecipient may terminate this Agreement upon thirty (30) days' written notice to the other party. In the event of such termination, Subrecipient shall be entitled to receive grant disbursements for Program activities satisfactorily completed prior to the date such termination notice is given. Notwithstanding termination of this Contract, the Subrecipient 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 Subrecipient. The City may, in such event, withhold payments due to the Subrecipient 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 Subrecipient, 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 under law.

O. **Prohibited Activity** – The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities. Program participants may not be placed into or remain working in any position which is affected by a labor dispute. Through ordinance codified at Section 544.120, Minneapolis Code of Ordinances, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City Program or undertaking.

P. **Non-Discrimination** – Grantee agrees that all activities financed with the funds from this Agreement must be open and available to all qualified participants. Grantee shall not, in the administration of the Program, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance. 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, Grantee shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this non-discrimination clause. In addition, Grantee shall, in all solicitations or advertisements for employees

placed by or on behalf of Grantee, 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.

Q. **Data Practices** – Subrecipient 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 Subrecipient 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 Subrecipient concerning data requests. The Subrecipient agrees to hold the City, its officers and employees harmless from any claims resulting from the Subrecipient’s unlawful disclosure or use of data protected under state or federal laws.

R. **Disability Compliance Requirements** – Grantees of 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. Grantee 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 Grantees associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Grantees 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 Grantee’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.

S. **Uniform Administrative Requirements** – Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 C.F.R. 570, as the same may be amended and supplemented from time to time, and such additional applicable orders, regulations, rulings, interpretations and directives for the Community Development Block Grant (CDBG) Program as may be promulgated or issued by the United States Department of Housing and Urban Development.

T. **Documentation** – Subrecipient must maintain the following records and provide the following reports relating to its activities funded under this Agreement in the form, content and frequency as required by the City:

1. Evidence that assisted businesses meet the Microenterprise definitions in Section II of this Agreement and that persons assisted in creating a Microenterprise are Income Qualified Persons.

Failure to provide the foregoing reports will be cause for the City to refuse additional disbursements under this Agreement. The City shall own all statistical or factual information provided in the reports provided by the Subrecipient and retains the right to publish all data independently of this Agreement using whatever means the City deems appropriate. The City shall have the right to access all data maintained by Subrecipient in connection with this Agreement. Upon request, the Subrecipient shall provide bulk extracts that meet the public release criteria for use in accordance with the City's Open Data Policy. The Subrecipient shall permit and allow free access to the data Subrecipient maintains in connection with this Agreement.

U. **Equal Opportunity Statement** – The Grantee agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Grantee. Among the federal, state and city statutes and ordinances to which the Grantee shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Grantee shall have submitted and had an “affirmative action plan” approved by the City prior to entering into the Contract.

V. **Living Wage Ordinance** – The Grantee may be required to comply with the “Minneapolis Living Wage and Responsible Public Spending Ordinance”, (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert255695.pdf>) Chapter 38 of the City's Code of Ordinances (the “Ordinance”). 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 Grantee and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

W. **Equal Benefits Ordinance** – Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Grantee and subgrantee 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/convert261694.pdf>. It is the Grantee's responsibility to review and understand the requirements and applicability of this ordinance.

X. **Small & Underutilized Business Program (SUBP) Requirements** – Grantee must comply with the Small & Underutilized Business 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 Grantee find an opportunity to contract 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.

*(Remainder of page intentionally left blank.)  
Signature pages follow.*

*(Signature page to Microenterprise Technical Assistance Program  
Grant Agreement)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**CITY OF MINNEAPOLIS**

By \_\_\_\_\_

Its Finance Officer  
Enterprise Contract Administrator  
City Purchasing Agent

Responsible Department Head:

\_\_\_\_\_  
Catherine A. Polasky, Director of Economic  
Policy and Development, CPED

Approved as to form:

\_\_\_\_\_  
Shelley Roe, Assistant City Attorney

*(Signature page to Microenterprise Technical Assistance Program  
Grant Agreement)*

**SUBRECIPIENT:**

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Federal Taxpayer ID#: \_\_\_\_\_

# Special Conditions for Federal and State Grant Funded Contracts

(Revised: 9/2013)

## 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.

### 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)".

**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 AWARDED 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 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.

**M. 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.hudclips.org/sub\\_nonhud/html/pdfforms/4010.pdf](http://www.hudclips.org/sub_nonhud/html/pdfforms/4010.pdf)) 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 States 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.frs.gov](http://www.frs.gov) for details).

**EXHIBIT 1**

**SCOPE OF SERVICES**

**Microenterprise Technical Assistance Program**