

Request for Proposals



**City of Minneapolis
Health Department**

**Request for Proposals for
Community-Driven Solutions for Health**

RFP 2016-68 Issue Date: Friday, April 29, 2016

Proposals Due by: Wednesday, June 8, 2016 at 4:00p.m.

April 29, 2016

To Prospective Applicants:

Attached is a Request for Proposals (RFP) for Community-Driven Solutions for Health. The purpose of this RFP is to engage community members in a process of exploring and acting upon a pre-identified community challenge related to healthy eating, physical activity and living free from commercial tobacco. This funding opportunity is intended to engage communities experiencing health inequities, such as communities of color, the American Indian community and low-income communities.

Please review the attached RFP, with particular focus on Attachment A, "Scope of Services", for more detailed information about the intended purpose of the project, requirements, and desired qualifications.

A pre-proposal conference will be held at Sumner Library 611 Van White Memorial Blvd, Minneapolis, MN 55411 on Wednesday May 11, 2016 at 2:00 p.m. Participation is not required, but it is encouraged for all organizations considering responding to this RFP.

Completed proposals are due by no later than 4:00 p.m. on Wednesday, June 8, 2016.

Thank you for your consideration.

Sincerely,



Gretchen Musicant
City of Minneapolis Health Department

If you need this material in an alternative format please call the Health Department at 612-673-2301 or email health@minneapolismn.gov. Deaf and hard-of-hearing persons may use a relay service to call 311 agents at 612-673-3000. TTY users may call 612-673-2157 or 612-673-2626.

For reasonable accommodations or alternative formats please contact the Minneapolis Health Department at 612-673-2301 or health@minneapolismn.gov. People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-673-2157 or 612-673-2626. Para asistencia 612-673-2700 - Rau kev pab 612-673-2800 - Hadii aad Caawimaad u baahantahay 612-673-3500.

Table of Contents

RFP General Information Page

I. Invitation3

II. Pre-Proposal Conference3

III. Proposal Due-Date and Location.....3

IV. Proposal Format4

V. Evaluation of Proposals – Consultant Selection5

VI. Schedule6

VII. Contract6

VIII. Department Contact/Request for clarification6

IX. Rejection of Proposals7

X. Addenda to the RFP7

Attachment A - Scope of Services8

Attachment A-1 - Example Work Plan Form.....12

Attachment B - Proposal Coversheet.....14

Attachment C - Budget Forms.....15

Attachment D - Work Plan form.....18

Attachment E - Terms and Conditions for RFP and Special Conditions for Federal and State Funded Contracts19

**REQUEST FOR PROPOSALS
FOR
Community-Driven Solutions for Health**

I. INVITATION:

The Minneapolis Health Department’s Healthy Living Initiative is requesting proposals from community groups and agencies (hereinafter referred to as “Agency”) to engage community members in a process of exploring and acting upon a pre-identified community challenge related to healthy eating, physical activity and living free from commercial tobacco. The process includes three phases: phases one and two focus on identifying a solution that fits community priorities; while phase three focuses on implementation of the solution. This funding opportunity is intended to engage communities experiencing health inequities, such as communities of color, the American Indian community and low-income communities.

Attachment A describes Community-Driven Solutions for Health in detail. It includes background information, descriptions of roles, responsibilities and relationship of the Agency, City, and other parties involved in the Project. **It is recommended that potential applicants read Attachment A before reading Sections IV-X.**

The total funding available for Community-Driven Solutions for Health is \$124,000. The Health Department will fund two Agencies up to \$62,000 each for an approximately 15-month project period (August 1, 2016-October 31, 2017).

The Minneapolis Health Department will support selected organizations by:

- Providing up to \$62,000/agency over approximately 15 months to implement project activities
- Provide technical assistance to agencies based on their needs and interests. Examples include connections to departments in the City of Minneapolis and other partners, assistance in implementing activities, support in developing tools for exploring community challenges, and more. (See page nine)

Eligible applicants include 501(c)(3) not-for-profit organizations, governmental agencies, and for-profits that serve Minneapolis residents. To be eligible, organizations must:

- Serve Minneapolis residents
- Meet the City of Minneapolis’ contracting, reporting and tracking requirements. See Attachment E for more information.

II. PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held at 2:00 p.m. Wednesday, May 11, 2016 at Sumner Library 611 Van White Memorial Blvd, Minneapolis, MN. All interested Agencies are encouraged to attend this conference. The Health Department will describe this funding opportunity, review the RFA and answer questions about the campaign, the application process, etc. Participation in the meeting is not required; however, it is strongly encouraged because it is the only opportunity to ask questions directly to staff.

III. PROPOSAL DUE DATE and LOCATION: The Agency shall submit **six (6) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
Community-Driven Solutions for Health
330 2nd Avenue South, Suite 552

Proposals are due at or before 4:00 P.M. (Minneapolis Time), Wednesday June 8, 2016. NOTE: Late Proposals may not be accepted.

IV. PROPOSAL FORMAT: Please see Section V- “Evaluation of Proposals” to understand the criteria that will be used to evaluate the proposals. To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order. The proposal narrative can be a maximum of eight (8) pages at 12 pt. font. The budget form can be a maximum of two (2) pages. The coversheet and requested documents, budget narrative form and work plan do not count toward the page limits.

1. **Proposal Coversheet** (Attachment B) - Include documents outlined on the coversheet.
2. **Proposal Narrative** – Respond to each item in the order presented below. Maximum of eight (8) pages at 12 pt. font.

Proposal Narrative Questions
1. Describe your agency, the services it provides, and the people it serves.
2. Describe the pre-identified challenge to eating healthy, being physically active and/or living free from commercial tobacco that your proposal seeks to address. a. What is the challenge? How was this challenge identified and who was involved in identifying it? (Include information to demonstrate the challenge, such as: community input, information from assessments or observations, data or statistics from internal or external sources) b. How does this challenge impact health and who does it impact? c. What activities in the community are already underway by your organization or others to address this challenge?
3. Provide an overall description of the activities you propose to undertake in Phase One and Phase Two to address the pre-identified community challenge and identify and plan for a community-driven solution. a. Describe the community to be engaged for this project: geographic location in Minneapolis, culture, language, age, income level, employment, and overall health status. b. What is your existing relationship(s) with the community members you intend to engage? c. Describe how you will engage community members and how you chose these strategies. d. How will you explore the pre-identified challenge? Include specific assessment tools. e. Identify key organizational partners (if any) that you will include in your proposed activities. Include if this will be a new relationship or describe any previous partnership.
4. What are your goals for this project? a. What will success look like? What short-term and long-term outcomes will you pursue through the project? b. How will your project work towards the intended outcomes of the Health Department’s Community-Driven Solutions for Health program? (See page nine)
5. Describe which project activities are new for your agency and which activities continue or expand upon existing work.
6. Describe your agency’s past experience with community engagement projects. a. What strategies does your agency use to engage with community members? Provide examples of past projects.

b. How does community input impact what your agency does and how your agency does it?
7. How can Health Department staff complement your agency's expertise and assist with your project plan? (See page nine for ideas)

3. **Budget Form and Budget Narrative Form** – Complete the Budget Form and Budget Narrative Form found in Attachment C. The proposed budget should cover the period of August 1, 2016 through October 31, 2017, and must not exceed \$62,000.
4. **Work Plan Form**- Complete the work plan form in Attachment D- An example completed work plan is available in Attachment A-1 (page eleven).

V. EVALUATION OF PROPOSALS – SELECTION OF AGENCY: The City of Minneapolis Health Department will use a two-part selection process. Health Department staff will review all submitted proposals and identify a “short-list” of five agencies. The following criteria will be used to evaluate proposals and determine the “shortlist”:

- Identified health challenge is connected to healthy eating, physical activity, or living free from commercial tobacco, is justified with data or other information sources and has potential for sustainable community-driven solutions.
- Identified health challenge impacts a community, cultural or geographic, experiencing health inequities, such as communities of color, the American Indian community and low-income communities.
- Agency has existing relationships and the ability to engage the community members who experience the identified challenge.
- Proposed activities engage community members in ways that will utilize community member expertise, support sustained community member involvement, and facilitate a collaborative partnership to make decisions, influence community improvement and develop an action plan.

“Short-list” agencies will be notified by June 16th and asked to make a short presentation on June 21st to the review committee. **It is recommended that the agency’s assigned project manager reserve the morning of June 21st in case of a presentation invitation.** Agencies will be asked to make a 10 minute presentation that includes an overview of proposed activities, goals and the capacity to implement activities. After the presentation, the review committee will have the opportunity (15 minutes) to ask questions and discuss the project with the project manager.

The review committee will be comprised of representatives from the Health Department and key partnering organizations. The review committee will use the criteria below to evaluate proposals. The review committee’s recommendations will be forwarded to the City of Minneapolis Commissioner of Health for final approval.

Proposals will be evaluated by the review committee according to the following criteria:

- Identified health challenge is connected to healthy eating, physical activity, or living free from commercial tobacco, is justified with data or other information sources and has potential for sustainable community-driven solutions.
- Identified health challenge impacts a community, cultural or geographic, experiencing health inequities, such as communities of color, the American Indian community and low-income communities.
- Agency has existing connections and ability to engage the community members who experience the identified challenge.

- Agency has past experience with community engagement efforts and experience using community input in meaningful ways.
- Proposed activities engage community members in ways that will utilize community member expertise, support sustained community member involvement, and facilitate a collaborative partnership to make decisions, influence community improvement and develop an action plan.
- Scale of the project (number of activities, reach and intensity of activities, number and role of partners) is strategic and feasible.
- Proposal fits with Community-Driven Solutions for Health intended outcomes. (see page nine for intended outcomes)
- Proposal integrates ways that the Health Department can support the project.
- Budget items and amounts are reasonable for the proposed project.
- Past performance on Health Department contracts. (if applicable)

VI. SCHEDULE:

RFP Release	<i>Friday, April 29, 2016</i>
Pre-Proposal Conference (Sumner Library) at 2:00 p.m.	<i>Wednesday, May 11, 2016</i>
Questions on RFP Due by 4:00 p.m.	<i>Friday, May 20, 2016</i>
Responses to Questions posted by 4:00 p.m.	<i>Tuesday May 24, 2016</i>
Proposals due by 4:00 p.m.	<i>Wednesday, June 8, 2016</i>
Notification of presentation request	<i>Thursday, June 16, 2016</i>
Presentation to review committee	<i>Tuesday, June 21, 2016</i>
Estimated Agency selection	<i>Thursday, June 23, 2016</i>
Estimated services start date	<i>Monday August 1, 2016</i>
Estimated services end date	<i>October 31, 2017</i>

VII. CONTRACT: The contracting parties will be the City of Minneapolis Health Department and the Agency selected to provide the services as described herein. The contract period will be for 15 months (August 1, 2016-October 31, 2017). The contract is eligible for up to two one year extensions, if needed, and funding allows. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations.

VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION: The Agency’s primary interface with the Health Department will be with the Contract Director who will act as the City’s designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing only*** to:

Contract Director: Becky McIntosh
Health@minneapolismn.gov

All questions are due no later than **4:00 p.m. on Friday, May 20, 2016**. Responses to the questions will be posted by **Tuesday, May 24, 2016** on City’s RFP website:
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Director is the only individual who can be contacted regarding the project before proposals are submitted. The Contract Director cannot vary the terms of the RFP.

IX. REJECTION OF PROPOSALS: The Health Department reserves the right to reject any Agency on the basis of the proposals submitted. The Health Department reserves the right to reject all proposals or any Agency on the basis of the proposal submitted.

- X. **ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>. The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A
Community-Driven Solutions for Health
Scope of Service¹

The Minneapolis Health Department's (MHD) Healthy Living Initiative is requesting proposals from community groups and agencies (hereinafter referred to as "Agency") to engage community members in a three-phase process of exploring and acting upon pre-identified community challenges related to healthy eating, physical activity, and living free from commercial tobacco.

BACKGROUND

Vibrant communities support health by making us feel safe, offering opportunities to be active, supporting social connections, and making it easy to find healthy, affordable food. The Minneapolis Health Department's Healthy Living Initiative works with institutions, community organizations and Minneapolis residents to create opportunities for everyone to eat healthy, be active, and live tobacco free. In addition to its setting-specific projects in schools, clinics, and worksites, MHD supports community-driven efforts to create healthier, more vibrant communities. Examples of MHD community partnerships include:

- Working with residents who live in Minneapolis Public Housing Authority high rise buildings to identify and pursue strategies for growing food onsite, improving walkability around the buildings and increasing onsite fitness options. With MHD support, residents conducted walking audits, made safety recommendations to MPHA management and started gardens. In addition to tangible outcomes such as a new stop sign and gardens, residents are energized and actively pursuing more of their own ideas
- Funding Hope Community, Inc. to engage community members in developing a vision for a healthy Franklin Avenue in the Phillips neighborhood. While components of their vision will take years to implement, residents have made immediate improvements by creating a mini farmers market, and providing input on plans for a new bridge over the interstate. Even though MHD funding has ended, Hope and its partners have built a movement, and are continuing their work towards a healthy Franklin Ave.
- Developing a Youth as Change-Makers Initiative to engage youth in health issues. MHD and the Minneapolis Youth Congress worked together to explore youth tobacco use. The group collected survey data, held listening sessions, consulted with public health and legal experts and presented recommendations to City Council. Their efforts drove a 2015 ordinance change that has drastically reduced the availability of cheap and flavored tobacco products.

In each of these projects, community members were the driving force behind the improvements that were accomplished. Though it happened in different ways, each project included 1) exploring a community challenge; 2) selecting strategies and then 3) acting upon them. In addition to the accomplishments they achieved, residents and organizations built their community power and expanded their expertise in generating momentum and support, navigating non-traditional partnerships, and creating change.

More information on the Healthy Living Initiative can be found online at:

<http://www.ci.minneapolis.mn.us/health/living/index.htm>

¹ It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

PURPOSE OF COMMUNITY-DRIVEN SOLUTIONS FOR HEALTH FUNDING

Through the current funding opportunity, Community-Driven Solutions for Health (CDS), the Minneapolis Health Department will fund two agencies to engage community members in the three-phase process of exploring and acting upon a pre-identified community challenge related to healthy eating, physical activity, and living free from commercial tobacco. This funding opportunity is intended to engage communities that experience health inequities such as communities of color, the American Indian community and low-income communities. Up to \$62,000 is available for each agency for a project period of August 1, 2016 - October 31, 2017. Because of the short term nature of this funding, this process should be applied to a pre-identified community challenge related to healthy eating, physical activity and living free from commercial tobacco. Examples of pre-identified challenges include:

- Concerns about food access among elders who shared during a listening session that they do not feel safe walking to the nearby corner store.
- A main street that is being considered for redevelopment in a neighborhood where a community group wants to use it as an opportunity to get community members involved and re-envision how the street can best fit their needs and support a healthy community.
- E-cigarette use among teens and a community group that wants to support the youth in identifying and leading strategies to protect young people.
- An underutilized park whose facilities and programming could be more accessible to residents of all ages.

The phases will include:

Phase 1: Exploring and Brainstorming Solutions (1-2 months): The Agency will convene community members and other partners to explore the community challenge, confirm community priorities, identify community assets and potential opportunities, and generate ideas for solutions. Examples activities and tools that could be used in this phase include audits, listening sessions, surveys, one-on-one meetings, pulling data from external sources, etc. By the end of this phase, the community will have identified potential solutions to the problem.

Phase 2: Deciding on a Solution(s) and Action Planning (1-2 months): Community members will reviews ideas, build consensus on a solution(s) and create an action plan for implementation. Example activities in this phase include: prioritization activities, in-depth exploration of resources required to achieve specific solutions, convening of partners and decision-maker influences, stakeholder mapping, etc. By the end of this phase (approximately January 2017), the community will have created an action plan that includes objectives to be completed within this funding period and long-term goals, if appropriate.

Phase 3: Implementation of the Action Plan (10-12 months): The Agency and community members will implement the action plan. Example activities include: activities to raise awareness and build support, meetings with decision-makers, demonstration project, etc. By the end of this phase, the community will have achieved tangible accomplishments and taken steps towards achieving long-term goals.

The Health Department recognizes that many solutions will require more than \$62,000 and 15-months to achieve. CDS should be used to build progress towards accomplishing the solution. For example, a community may decide it wants a grocery store to address healthy food access challenges. While the store cannot be achieved with through this funding, the agency and community could take specific steps to pursue this goal and build their capacity to sustain the movement forward. For example, it could build a coalition of support for a grocery store, use cooking classes to raise awareness about the need for a grocery store and further engage residents, and start a mini-market or bring a mobile market to the community.

Intended Outcomes of Community-Driven Solutions for Health

Primary outcome: Implementation (or progress towards) a community-driven solution to a pre-identified challenge related to healthy eating, physical activity or living free from commercial tobacco.

Secondary outcomes: Growth of community leadership and power; Increased ability of organizations to support community-driven solutions.

Eligibility

Eligible applicants include 501(c)(3) not-for-profit organizations, governmental agencies, and for-profits that serve Minneapolis residents. To be eligible, organizations must:

- Serve Minneapolis residents;
- Meet the City of Minneapolis' contracting, reporting and tracking requirements. See Attachment E for more information.

ROLE OF THE MINNEAPOLIS HEALTH DEPARTMENT

The Health Department intends to build a partnership with funded agencies for to support the project and build mutual learning. In addition to funding, the Health Department can provide various resources and expertise that could be useful to selected applicants. Selected agencies will work with the Health Department to identify which ones can best serve the Agency and project needs. Below are some examples of assistance.

Phase 1

- Help with designing assessment tools, pulling relevant data, etc.
- Participate in meetings held by selected organizations to support meeting facilitation and planning
- Share activities and resources that can be used with youth
- Provide trainings on topics such as: communication planning, data collection, action plan development
- Share ideas on possible solutions and examples of what other communities have done
- Make connections to community-based organizations, City departments, and others involved in related work

Phase 2

- Help review community identified solutions and figure out if they can be funded through this project or through other sources
- Assist in action plan writing
- Assist with communications planning and implementation

Phase 3

- Assist with navigating City Departments, regulations and processes (for example: the process for leasing city-owned land for gardening, information about the staple foods ordinance for corner stores)
- Assist with evaluating project effectiveness

Funding

The Minneapolis Health Department will provide contracts for 2 agencies of up to \$62,000 per organization to implement their proposed activities between August 1, 2016 and October 31, 2017. The contract is eligible for up to two one year extensions, if needed, and funding allows.

Funding for CDS is provided through the Statewide Health Improvement Program from the Minnesota Department of Health. This funding is focused on creating change through policy, or by changing systems or environments to support healthier communities. It cannot be used for strategies that promote individual behavior change through the provision of direct services/classes/programs. For example, funding could not be used to pay for gym memberships, or exercise classes.

Funding can be used for:

- Costs of staff and staff-related expenses (e.g. mileage and computer/phone expenses);
- Stipends or sub-contracts to other organizations and individuals for a service (consultants, faith-based organizations, stores, clinics, etc.);
- Promotional activities and materials such as community engagement events, signage, and posters;
- Advertising and promotion that are tied to community change efforts;
- Office supplies, printing and postage;
- Food for taste-testing or demonstration projects; foods for community engagement events;
- Evaluation activities;
- Administrative costs not to exceed 10% of direct costs.

Funding cannot be used for:

- Provision of direct service, clinical care, or treatment;
- Transportation, except mileage expenses of project staff;
- Capital improvements or construction projects such as building or improving a fitness center, buying or installing fitness or playground equipment;
- Liability insurance to start/maintain a community garden, park, fitness center, or cooking class;
- Entrance fees or ongoing subsidies for facilities or equipment;
- Lobbying or advocacy activities or materials that advocate for the adoption or rejection of an official action;
- Incentives.

Resources for our proposal

Below are some online resources that may spark ideas for a proposal.

Building the Field of Community Engagement: a collaborative initiative designed to magnify and elevate the power of community engagement to change the way problems are solved and resources are invested. Check out their resources page for tools and stories at <http://www.buildthefield.org/>

Creating a Healthy Minneapolis: Resources and Ideas: A website to support community vibrancy efforts such as gardening, improving walkability and bike-ability, stories of local groups making change and a 4-step guide to change. This can be a great resource to think about how place and shape how we live and a range of ideas that might be valuable for brainstorming potential solutions. <http://healthycommunityguide.minneapolismn.gov/>

Minnesota Food Charter: <http://mnfoodcharter.com/>. The Minnesota Food Charter is a roadmap designed to guide planning, decision-making, and collaboration among community leaders in providing Minnesotans with equal access to affordable, safe, and healthy food regardless of where they live. This resource may help spark ideas on understanding and describing challenges to healthy eating as well as potential solutions the community might want to consider.

Neighborhood Priority Plans: Neighborhood Priority plans may be resource for ideas, local data and opportunities for collaboration. Plans may be found here: <http://www.minneapolismn.gov/ncr/programs/cpp/npp>

Community Commons: An online resource of data, tools, and stories about community change efforts. The website features a tool to create custom maps and reports using their existing online data. <http://www.communitycommons.org/>

ATTACHMENT A-1
Example Completed Work Plan Form

Please review this example work plan as a guide.

Applicant Name	<i>ABC Community Organization</i>		
Pre-identified challenge:	<i>Z avenue, between B street and D street, feels unsafe to walk, bike, and feels very disconnected and isolated.</i>		
Description of people who will be engaged in the proposed project	<i>Residents with 3 blocks of Z avenue. This is a pre-dominantly Latino community. This will include lots of renters, young adults, families (mostly in low income housing buildings), seniors. Will also want to engage public transit users that use the stops nearby, and businesses along the corridor.</i>		
Phase 1: Convening and Exploring			
Timing	Milestone	Activity (include how community will be engaged)	Ideas for MHD Support and Partnership
<i>August</i>	<i>Community leaders recruited and assessment plan created.</i>	<ul style="list-style-type: none"> <i>Conduct one-on-ones with: (list people or positions such as neighborhood Farmers market coordinator, Coordinator of social services program, neighborhood association Executive Director, etc.)</i> <i>Table at X local farmers market</i> <i>Connect with City/County planners to learn more about any street redesign efforts.</i> <i>Convene meetings with interested community members/leaders: (childcare facility, church, public housing buildings.)</i> <i>Prepare audit tool</i> <i>Gather data on safety/crime concerns</i> <i>Schedule community listening sessions</i> 	<ul style="list-style-type: none"> <i>Participate in planning meetings, share resources.</i> <i>Send recruitment materials to community partners.</i> <i>Connect project to street redesign staff.</i>
<i>August-September:</i>	<i>Assessment activities completed</i>	<ul style="list-style-type: none"> <i>Engage X youth group to conduct walking audit.</i> <i>Share findings with leadership group and prepare for listening sessions.</i> <i>Host 4 listening sessions to share our audit findings, external data and find out what the community wants different. Facilitators for sessions TBD, but would like to stipend community members.</i> 	<ul style="list-style-type: none"> <i>Present information,</i> <i>Phone consultations on assessment tools.</i>

		<ul style="list-style-type: none"> ○ 1st with families with small children cohosted with daycare facility ○ 2nd at large at the local farmers market, including participation from local walking group. ○ 3rd as part of neighborhood association meeting ○ 4th at large connected to youth programming at local park 	
--	--	---	--

Phase 2: Decision making and Action Planning

Timing	Milestone	Activities	Requested support from MHD
October-November	Solution is defined	<ul style="list-style-type: none"> ● Findings from listening sessions compiled to identify priority areas ● Loop back with stakeholders/partners including community members to identify ideas have most momentum or potential support from external opportunities (like street redesign plans) ● Utilize Fall Harvest Day at the park to share findings and do another pulse-check on what ideas excite community members ● Identify short-term actionable items and long-term goals 	<ul style="list-style-type: none"> ● Assist in analyzing findings from listening sessions ● Connect to resources/partners for vetting ideas ● Help brainstorming ideas into tangible projects/outcomes
December:	Action Plan created.	<ul style="list-style-type: none"> ● Finalize short-term projects and long term goals ● Identify action steps for change, if demonstration is necessary or other major steps needed ● Vet plan with stakeholders and key partners, and residents <ul style="list-style-type: none"> ○ Stakeholders/partners will design 2-3 activities or events to share and vet plan with residents and community members 	<ul style="list-style-type: none"> ● Assist in budgeting remaining funds ● Leverage potential partners based on what we need in the action plan

Phase 3: Decision making and Action Planning (to be submitted approximately January, 2017)

ATTACHMENT B

Community-Driven Solution for Health Proposal Coversheet

Name of Applicant Agency	
Agency Telephone Number	
Agency Address	
Contact Person Name and Title	
Email Address	
Phone Number	
Total Amount Requesting	

Checklist of attached documents:

Proposal (original + 5 copies)

___ Application narrative (max 8 pages)

___ Budget and budget form (budget form max is 2 pages).

___ Letters of commitment from entities listed as partners in conducting the proposed activities (if applicable)

___ Organizational chart reflecting existing or new positions for this project

Administrative Documents (only one set required)

___ Most recent audit and management letter (or financial statement for past three years)

___ IRS determination letter for 5-1(c)(3) for non-for-profit agency (if applicable)

ATTACHMENT C

Budget Forms

Maximum budget allowed \$62,000

Personnel	Role on project	Base salary or annual wage	% time on project*	Salary/wages charged to project
Name 1 (or "To be named")	Project Director	\$0		\$0
Name 2		\$0		\$0
Name 3		\$0		\$0
Name 4		\$0		\$0
Fringe Benefits				\$0
<u>Total Personnel Costs</u>				<u>\$0</u>
Program Expenses <i>[categories below may be modified as needed]</i>				
Sub-contracts and stipends				\$0
Project Implementation Activities				\$0
Mileage				\$0
Office Supplies				\$0
Printing/Postage				\$0
Phase 3 program expenses*				\$0
Other (specify)				\$0
<u>Total Program Expenses</u>				<u>\$0</u>
<u>Total Direct Costs</u> (sum of Total Personnel Costs, Total Program Expenses)				<u>\$0</u>
<u>Administrative Costs</u> (not to exceed 10% of Total Direct Costs)				<u>\$0</u>
<u>Total Costs</u>				<u>\$0</u>

* The Health Department recognizes the challenge of anticipating program expenses when the "solution" will not be determined until Phase II. The Health Department suggests reserving 30-50% of the entire program expense budget for Phase 3.

Budget Narrative Form

Please use this form to provide explanation for budget expenses. Answer all applicable questions.

Personnel (Salary/Wages and Fringe Benefits)

- For all individuals funded by the grant, describe their role on the project and their qualifications for this role. If an individual will be hired for the project, describe the qualifications sought for the position.
- How will the functions of project implementation, communications, management and reporting be staffed?
- How does the organization structurally support these functions?
- Justify the time allocated to the project for each individual (e.g., explain why a half-time position is needed to accomplish the assigned responsibilities).
- Describe how fringe benefits are calculated for each individual listed.

Program Expenses-The Health Department recognizes the challenge of anticipating program expenses when the “solution” will not be

determined until Phase II. The Health Department suggests reserving 30-50% of the entire program expense budget for Phase 3.	
Subcontracts and Stipends: Please identify partners and the amount of the stipend or subcontract to each partner. Please specify stipend or subcontract.	
Project implementation Activities: Describe costs related to implementing proposed projects (examples: costs of events, food, promotional activities, materials, etc.)	
Mileage: Describe the purpose for the travel; provide the anticipated number of miles and mileage rate using the annual IRS approved rate of 54 cents per mile.	
Office supplies: Describe the supplies and their purpose on the project.	
Printing/Postage: Estimate costs for printing and postage and provide explanation for the amount requested.	
Phase 3 Project implementation costs: it is assumed this is reserved for activities and steps to implement the solution the community defines during Phases 1-2. No further explanation is needed.	
Other (specify): Add an explanation for any other categories identified in the budget table.	
<u>Administrative Costs</u> (not to exceed 10% of the direct costs)	
Specify the rate used and indicate agency costs covered by the rate (example: rent, computer services, phone, etc.).	

ATTACHMENT D
Work Plan Form

Applicant Name			
Pre-identified challenge:			
Summary of community groups that will be engaged through these activities.			
Phase 1: Community Organizing/Assessment			
Timing	Milestone	Activity (include how community will be engaged)	Ideas for MHD Support and Partnership
Phase 2: Decision making and Action Planning			
Timing	Milestone	Activities (include how community will be engaged)	Ideas for MHD Support and Partnership
<i>Phase 3: Implementation of Action Plan (Action plan will be due by Jan 2017)</i>			

ATTACHMENT E
RFP Terms and Conditions

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised: Aug, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. By contracting, the Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time the parties negotiate the Contract. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity and Non-Discrimination Laws

The Consultant 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 Consultant. 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 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 Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant'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 Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$2,000,000 per accident.

4. **Hold Harmless**

The Consultant 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 Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant 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.

Except as provided in the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. **Subcontracting**

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

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

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

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. Accounting Standards

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

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide Services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

14. Inspection of Records

Pursuant to Minnesota Statutes Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant 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/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.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 Consultant and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

If this Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City of Minneapolis [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf).
(<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

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

20. Conflict of Interest/Code of Ethics

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

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

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' notice if either party fails to fulfill its obligations under the Contract in a proper and timely

manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

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

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions

including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and sub-contractor 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/contract_261694.pdf. It is the Consultant's and sub-contractor's responsibility to review and understand the requirements and applicability of this ordinance.

25. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50, apply to any professional or technical service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

26. Miscellaneous Provisions

- 1. Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
- 2. 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 invalid or unenforceable provision had not been included.

3. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
5. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

Special Conditions for Federal and State Grant Funded Contracts

(Revised: 12/2015)

I. General Compliance:

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

A. Conduct:

Prohibited Activity - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

Religious Organization - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

B. Materials Produced by Contractor:

Grantor Recognition - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Progress - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and

Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

Infringement - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

II. Administrative Restrictions

- A. **Fees.** The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.
- B. **Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

III. General Federal and State Requirements

- A. **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. **Hatch Act** (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. **Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. **Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. **The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. **The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. **Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.

- H. Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.
- I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:
- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
 - Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
 - Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
 - Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
 - Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
 - 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
 - 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
 - 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
 - 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
 - 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
 - 2 C.F.R. Part 200 “Uniform Grant Guidance” (Applicable to all direct federal awards made after December 26, 2014 and supersedes OMB administrative, cost and audit rules in the OMB circulars listed below).

For funds provided through federal awards to the prime recipient on or prior to December 26, 2014, the following circulars apply:

- 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”. (For HUD funded contracts, see 24 C.F.R. Part 85)
- 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) (For HUD funded contracts, see 24 C.F.R. Part 84).
- 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”.

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

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

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

B. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

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

2) Lead-Based Paint:

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

D. Historic Preservation

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

E. Progress Payments and Retainage

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

V. Federal Funding Accountability and Transparency Act of 2006 (FFATA) (31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain

information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsrs.gov for details).

VI. Certification Regarding Lobbying

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

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

- 1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.
- 2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

BY: _____

TITLE: _____

FOR: _____

(Organization)