

Request for Proposals



**City of Minneapolis
Health Department**

**REQUEST FOR PROPOSALS
TO CREATE AN ELIGIBLE PROVIDERS LIST
FOR FIVE YEAR MASTER CONTRACTS**

Event #1228 RFP2020-39 Issued: September 9, 2020

Proposals Due by: 12:00 pm, October 16, 2020

September 9, 2020

To: Non-Profit Agencies Serving Minneapolis Residents for Health/Medical and/or Human/Social Services

Attached is a Request for Proposals (RFP) to create an Eligible Providers list for Master Contracts for the Minneapolis Health Department (MHD). A Master Contract from the Health Department is an administrative document that includes the legal requirements and contractual conditions for providing services for the City of Minneapolis. To be eligible, your agency must be a non-profit, serving Minneapolis residents and have experience/expertise in providing services in any of the following categories: health/medical, human/social services, substance abuse/addiction, climate/environment and violence prevention. Governmental organizations and political subdivisions are automatically eligible to be on the Eligible Provider list and do not need to respond to this RFP.

Unlike most RFPs that are for specific services and funding sources, this RFP generates a list of agencies that are pre-approved to receive a Master Contract with the Minneapolis Health Department. This list is in effect for five years from 2021-2025. The advantages of having a Master Contract with the Health Department are:

- it facilitates contracting for an evolving range of activities that can't be predicted over a five-year period,
- it reduces the burden for agencies to provide certain documentation every time they apply for or are approved for funding during that five-year period,
- it expedites the contracting process.

Please review the RFP for details and consider submitting a proposal if your agency meets the qualifications and would like to be considered an Eligible Provider.

Proposals are due by no later than 12:00 p.m. on Friday October 16, 2020. A pre-proposal conference call will be held on Wednesday September 16, 2020 at 4:00 pm.

Thank you for your consideration.

Sincerely,



Gretchen Musicant
Commissioner of Health

If you have questions about this material or need it in an alternative format, please contact the Health Department at 612-673-2301 or email 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 612-263-6850.

Para asistencia, llame al 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.	Invitation	2
II.	Pre-Proposal Conference call	2
III.	Proposal Submission Instructions	3
IV.	Proposal Format	4
V.	Evaluation of Proposals – Selection of Agency	6
VI.	Schedule.....	7
VII.	Contract	7
VIII.	Department Contact/Request for clarification	7
IX.	Rejection of Proposals	7
X.	Addendum to the RFP.....	7
XI.	Supplemental Information.....	7
Attachment A – Scope of Services		8
Attachment B – Proposal Cover Sheet		10
Attachment C – Administrative and Programmatic Information		11
Attachment D – Terms and Conditions for RFP		13
	City of Minneapolis General Conditions	13
	Special Conditions for Federal and Grant Funded Contracts	20
	CDBG, ESG and HOME Special Conditions	25

REQUEST FOR PROPOSALS

TO CREATE AN ELIGIBLE PROVIDERS LIST FOR MASTER CONTRACTS

- I. INVITATION:** The City of Minneapolis (hereinafter referred to as the City), acting through its Health Department, makes this Request for Proposals (hereinafter referred to as the RFP) to select qualified non-profit agencies serving Minneapolis residents (hereinafter referred to as the Agency) for inclusion on a five-year Eligible Providers list. The Project is generally described in the “Scope of Services” (Attachment A), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Agency and the City.

To be eligible, your agency must be a non-profit, serving Minneapolis residents and have experience/expertise in providing services in any of the following categories: health/medical, human/social services, substance abuse/addiction, climate/environment and violence prevention. Governmental organizations and political subdivisions (e.g. Counties, Cities, School Districts, University of Minnesota) are automatically eligible to be on the Eligible Provider list and do not need to respond to this RFP. If you have not worked with the City on a contract before and have questions about whether this RFP is appropriate to apply for, please attend the pre-proposal conference call (see section VI for call date and question deadlines) or contact us at health@minneapolismn.gov.

Unlike most RFPs that are for specific services and funding sources, this RFP generates a five-year list (2021-2025) of agencies that are pre-approved to receive a Master Contract with the Minneapolis Health Department. The advantages of having a Master Contract with the Health Department are:

- it facilitates contracting for an evolving range of activities that can’t be predicted over a five-year period;
- it reduces the burden for agencies to provide certain documentation every time they apply for or are approved for funding during that five-year period; and,
- it expedites the contracting process.

Responding to this RFP **does not guarantee** that your agency will qualify to be included on the “Eligible Providers” list or receive a Master Contract. If your agency is selected to be on the list of Eligible Providers, it does not guarantee that the Health Department will execute a Master Contract or provide funding. You are also not required to have a Master Contract with MHD to compete for funding as future opportunities become available. The Master Contract is an administrative process that simplifies the contracting process and does not affect how and when funds are made available.

Additional information is provided in Attachment A, Scope of Service.



- II. PRE-PROPOSAL CONFERENCE CALL:** A pre-proposal conference call will be held on Wednesday, September 16, 2020 at 4:00 p.m. for potential applicants (please call in a few minutes early) – Dial in at: 1-877-685-5350 and enter passcode: 6126733557. While participation on the conference call is not required, it is encouraged for all organizations considering responding to this RFP as it will be the only opportunity to ask questions directly of staff. A summary of the questions and answers

from the conference call will be posted on the Health Department's RFP page as well as added as an addendum to the RFP in the e-supplier portal:

Health Website: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>

E-supplier Portal: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>

III. PROPOSAL SUBMISSION INSTRUCTIONS: Completed 2020 Master Contract applications are due no later 12:00 p.m. on Friday October 16, 2020. **All proposals must be submitted electronically through the eSupplier Portal.**

<p>1. To access the eSupplier Portal, visit http://minneapolismn.gov/finance/procurement/eSupplier and click or tap on the "Use The Portal" link:</p>	 <p>USE THE PORTAL</p> <p>Go to the portal to track your payments, view events and do updates</p>
<p>2. If you are not already a city supplier, you will need to first register as a bidder. You can do this by following the "Use the Portal" link described above and then clicking on the "Bidder Registration" tile to register:</p>	 <p>Bidder Registration</p> <p>View Registration Options.</p>
<p>3. Click Register Now</p>	
<p>4. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the "Forgot Password" tile to enter your User ID and a new password will be emailed to you.</p>	<p>Forgot Password</p> 
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at http://minneapolismn.gov/finance/procurement/eSupplier by clicking or tapping on the "Portal Instructions Written or Video Link":</p>	 <p>PORTAL INSTRUCTIONS WRITTEN OR VIDEO</p> <p>Learn about registering, participation requirements, and using your information</p>
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> • EMAIL (subject line: eSupplier help) - eProcurement@minneapolismn.gov • PHONE: 612-673-2311 	

Paper and mailed applications will not be accepted; please do not mail or drop them off to the City of Minneapolis Health Department. They will not be accepted.

Proposals received after the deadline may not be considered.

IV. PROPOSAL FORMAT: The Agency shall provide the appropriate information in enough detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – “EVALUATION OF PROPOSALS”. To allow for complete evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. **Cover Sheet** – Complete the proposal cover sheet (Attachment B), including contact information, federal ID number, and DUNS number. If you do not have a DUNS number, you will need to obtain one from Dun & Bradstreet. Call D&B at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>).

A fillable form for Attachment B, Cover Sheet, is included in the separate Supplemental Information in the eSupplier portal.

When completing the form, check the categories in which your agency has experience/expertise, and for which you would like to be considered as a service provider for the Health Department:

- Health/Medical: Services include primary medical and dental services; preventive health services; “wrap around” health services such as transportation, health education and health promotion, nutrition services, and outreach; public health nursing; environmental health; and related and supportive services or technical support that enhance the provision of health/medical services.
- Human/Social Services: This is a very broad category that addresses the underlying social conditions that affect the health and well-being of individuals, families, and communities. Services include social work, counseling, mental health, senior services, youth development, any services to individuals or families that are not clearly health/medical, and related and supportive services or technical support that enhance the provision of services.
- Addiction/Substance Abuse: Services in this category may include mental health and substance abuse services. This could include one-to-one mental health services, support groups, education, harm reduction services, prevention services, treatment, and recovery services for all substances but, in particular, services that revolve around the opioid epidemic.
- Climate/Environment: Services in this category may include work focused on mitigating the effects of climate change such as green energy and solar projects, reducing environmental hazards in and outdoors, promoting healthy living spaces, and addressing the effects of climate change on food access and security.
- Violence Prevention: includes a broad array of violence prevention, intervention, and response activities that serve individuals, families, organizations, and communities. Activities may include things like: street- and community-based outreach; hospital-based violence intervention; services for group/gang involved individuals; promoting access to social services; restorative justice programming; mentorship opportunities; case

management/wraparound services; domestic violence prevention, resource navigation; community dialogues, events, and gatherings; employment, certification, education, and trade opportunities; civic engagement opportunities; recreational and outdoor offerings (e.g. midnight basketball, community bike rides, etc.); healing circles; crime prevention through environmental design (vacant lot clean-up, community gardens, neighborhood fix-it teams, graffiti removal, murals or other public art, park revitalization, etc.); activation/placemaking; and more. It will also include capacity building for individuals and organizations who are doing violence prevention and intervention work.

2. **Proposal Templates** – Please review and complete the Administrative and Programmatic Details templates in Attachment C. A fillable form for Attachment C is included in the separate Supplemental Information in the e-supplier portal.

- Section I: Please provide a summary of your organization, as well as respond to the other questions that reflect your agency’s administrative and financial capacity to manage contracts with the City.
- Section II: Please fill in the Program and Service Information template with concise responses (if applying in both categories, please combine in one template). Information to be included:
 - Service type: major categories of services provided by your agency;
 - Length of time your agency has provided these services;
 - Any special expertise your leadership and staff have in providing these services;
 - How your organization engages the community in your work
 - Target population(s), if any, served by your agency (e.g., geographic area, income level, gender, age, race/ethnicity, culture or language);
 - Number of individuals who received services in previous calendar or fiscal year; and,
 - How these services were funded during the previous calendar or fiscal year. List major sources (federal or state funding) and their respective amounts of funding.
 - How your organization focuses on racial equity both within your community service and internally within your organization

3. **Additional Documents to Submit** – The following documents are also required to be submitted with your proposal, please upload these as a separate PDF attachment. Failure to include any document, or to provide an explanation as to why it is not available, may disqualify your proposal from consideration.

- Most recent audit and management letter; or financial statements for each of the last three completed fiscal years
- Agency organizational chart showing lines of accountability
- IRS determination letter
- List of members of Board of Directors with their organizational affiliations

- Most recent agency annual report (if available)
- Copy of written policies and procedures for handling client complaints
- Copy of written policies and procedures for criminal background checks
- Copy of the Minnesota Attorney General Charity Search Results for agency; an example will be included with the Supplemental Information.
<https://www.ag.state.mn.us/Charity/Search/Default.asp>
- Copy of the Minnesota Secretary of State page, Minnesota Business and Lien System, Office of the Minnesota Secretary of State, for agency. An example will be included with the Supplemental Information. <https://mblsportal.sos.state.mn.us/Business/Search>
- Copy of SAM/FAPIIS registrations if applicable:
 - SAM: <https://www.sam.gov/SAM/>
 - FAPIIS: <https://www.fapiis.gov/fapiis/index.action>

V. EVALUATION OF PROPOSALS – SELECTION OF AGENCY: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Health Department, and other City staff as needed. Evaluations will be based on the required criteria listed in Section IV “PROPOSAL FORMAT”, and the following:

- A. Quality, thoroughness, and clarity of proposal
- B. Level of experience/expertise in the provision of services
- C. How well the experience/expertise of the agency meets department needs
- D. Racial equity lens on the organization and its service provision
- E. Financial accountability and administrative capacity of the agency, including submission of all requested documents including documentation of active registration with the Minnesota Office of the Attorney General and the Minnesota Secretary of State

Selected agencies approved for the Eligible Providers list may receive a financial monitoring site visit or other financial monitoring prior to entering into a Master Contract if they have not had one within the past nine (9) months.

Accepted agencies will be recommended to City Council to be on the Eligible Providers list for the period of 2021-2025. The department will enter into a Master Contract, including all requirements for insurance and approved Affirmative Action Plan, only when an agency is likely to receive funding from the department.

VI. RFP SCHEDULE: The following is a listing of key Proposal and Project milestones and duration:

RFP Release	September 9, 2020
Pre-Proposal Conference	September 16, 2020 - 4pm
Questions on RFP due by	September 22 by 4 pm
Responses to Questions posted by	September 25, 2020
Proposals due by	October 16, 2020 by 12pm
Awards announced on/after	December 1, 2020

VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Agencies selected as described herein.

VIII. RFP QUESTIONS/REQUESTS FOR CLARIFICATION: Prospective responders shall direct inquiries/questions *in writing only* to:

Health Department: health@minneapolismn.gov

Subject Line: RFP for Eligible Providers

All questions are due no later than **4:00 p.m. on Tuesday, September 22**. Responses to the Questions will be posted by **Friday, September 25** on the department's RFP website at: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>

Questions will also be available as an addendum to the RFP package on the eSupplier portal at:

<http://www2.minneapolismn.gov/finance/procurement/eSupplier>

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 City reserves the right to reject any Agency or Consultant based on the proposals submitted.

X. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, it will be posted on the Health Department web site at: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm>

Addendums will also be added to the RFP package in the eSupplier portal at:

<http://www2.minneapolismn.gov/finance/procurement/eSupplier>

The City reserves the right to cancel or amend the RFP at any time.

XI. SUPPLEMENTAL INFORMATION: The department will post any supplemental information on the RFP website at: <http://www2.minneapolismn.gov/health/GrantsRFPs/index.htm> and on the eSupplier portal at: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>.

Also included are a sample Master Contract template, a sample Fund Availability Notice (FAN) template, and samples of the documents required from the offices of the Attorney General and Secretary of State.

ATTACHMENT A

Scope of Services

The City of Minneapolis, acting through its Health Department (MHD), provides substantial resources to the Minneapolis community via contracts for health and human services. All agencies who would like to be eligible to provide services to the residents of Minneapolis under contract with MHD are asked to respond to this Request for Proposals (RFP). Unlike most RFPs that are for specific services and funding sources, this RFP is for **preapproval of non-profits agencies to enter into Master Contracts whenever funds are available**. This process creates a five-year (2021-2025) list of “Eligible Providers” with whom MHD may contract for most services. The process also documents the capacity of organizations to properly manage funds and deliver services.

Once a list of “Eligible Providers” has been established based on the criteria identified in the RFP and approved by City Council, Master Contracts will be developed as needed. For those agencies not familiar with a Master Contract from MHD, it is an administrative document that includes the legal requirements and contractual conditions for providing services for the City of Minneapolis. The specific projects, funds, and any additional grant specific requirements or conditions are then detailed in a Fund Availability Notice (FAN) that is issued under the Master Contract (the City’s contract Terms and Conditions may change over the course of five years, and as they are updated the newest version will be included in the appropriate FAN). The use of a Master Contract simplifies the City’s contracting process and allows MHD to add additional FANs for services with less administrative delay.

Agencies are not required to have a Master Contract with MHD to compete for funding as opportunities become available. The Master Contract is an administrative process that simplifies the contracting process and does not affect how and when funds are made available. Selection criteria for specific projects and funding sources are determined separately. Being on the Eligible Providers list, or having a Master Contract in place, does not give a competitive edge to an agency in qualifying for specific funding, nor is an agency required to have a Master Contract with the department to compete for funding as opportunities become available.

The advantages of the Master Contract for Eligible Provider agencies are that it facilitates contracting for an evolving range of activities that can’t be predicted over a five-year period, it reduces the burden for agencies to provide certain documentation every time they apply for or are approved for funding during that five-year period, and it expedites the contracting process.

Minneapolis Health Department

As a local public health entity operating under a Community Health Board (City Council), the department is mandated by Minnesota statute Chapter 145A, the “Local Public Health Act”, to provide directly or contract for essential public health services for Minneapolis residents.

The Mission of the Minneapolis Health Department is to improve the quality of life for all people in the city by protecting the environment, preventing disease and injury, promoting healthy behaviors, and creating a city that is a healthy place to live, work, and play.

Our values provide the foundation for the work we do, how we work together as a department, within city government, and with the community; they inspire and challenge us, setting forth the principles to which we hold ourselves accountable. We invest in a healthier community by bringing people and resources together to achieve our common goals and address conditions that influence health, and we work for sustainable changes to ensure a return on our investment in health outcomes for the most at-risk residents and the community at large. We also engage with communities by building on the urban community's cultural diversity, wisdom, strengths and resilience, and are directed by the community's voice. Racial equity, social justice, and community engagement are foundational to our work, and are the lens through which the Department views all its work.

Department goals determine the direction of the work undertaken and are reflected in the number and type of contracts we enter into with our community partners. Our goals are:

- A healthy start to life and learning;
- Thriving youth and young adults;
- Healthy weight and smoke-free living;
- A healthy place to live;
- Violence prevention;
- Safe places to eat, swim, and stay;
- A healthy environment; and,
- A strong urban public health infrastructure

To learn more about the department and areas of work, please visit our website:

<http://www2.minneapolismn.gov/health/index.htm>

In any given year, the department may process several hundred contracts with over 100 community partners. Funding sources include City General Fund, and grants from Hennepin County, State of Minnesota, federal agencies, foundations and other sources. The scope of services provided under community contracts are determined by the department and the agencies granting funds to the department.

ATTACHMENT B
PROPOSAL COVER SHEET
ELIGIBLE PROVIDERS LIST

Name of Applicant Agency:

Address:

Telephone Number:

Person authorized to sign contracts:

Email address of authorized person:

Contact Person Name and Title:

Telephone Number:

E-mail address of contact person:

Federal ID#: _____

DUNS #: _____

Administrative and Programmatic Details template completed (please check all included)

- _____ Organizational information
- _____ Health/medical (check if applying in this category)
- _____ Human/social services (check if applying in this category)
- _____ Substance abuse/addiction (check if applying in this category)
- _____ Violence prevention (check if applying in this category)

Other administrative documents attached (please check all included)

- _____ Most recent audit and management letter, or financial statements for the three most recently completed fiscal years.
- _____ Agency organizational chart
- _____ IRS determination letter
- _____ List of Board of Directors members
- _____ Annual report
- _____ Copy of written policies and procedures for handling client complaints
- _____ Copy of written policies and procedures for criminal background checks
- _____ Documentation from Minnesota Attorney General website
- _____ Documentation from Minnesota Secretary of State website
- _____ Documentation from SAM/FAPIIS (if applicable)

Explanation for any missing documents: _____

ATTACHMENT C

ADMINISTRATIVE AND PROGRAMMATIC INFORMATION

I. ORGANIZATION INFORMATION

Organization Name: _____

- Brief summary of your organization: how long in business, mission/vision, and major categories of services provided and for how long.
- Describe your agency's experience managing grant or contracts from external agencies. Specify source of grant funds, and in particular sources of any federal or state grants currently in place or within the past three years.
- Yes ☐ No ☐ Has the agency successfully contracted with the City previously?
If yes, indicate which City departments and the services provided.
- Describe any change in key personnel during the past 12 months. Key personnel include but are not limited to positions such as Executive Director/CEO, Chief Financial Officer, and Program Managers or Directors. Provide reasons for personnel changes and the related impact on agency or program operations.
- Yes ☐ No ☐ Has your agency, or any affiliates, subsidiaries, officers or directors (including personal bankruptcy) filed for federal bankruptcy protection since 2015?
If yes, describe the circumstances and the current financial status related to that action.
- Yes ☐ No ☐ Does the agency have an appropriate accounting system in place to track and report on each grant-funded activity separate from activities funded through other sources, maintaining financial records to support all expenditures billed to the grant? This would include personnel activity reports for all staff members whose compensation is charged in whole or in part directly to the grant and should reflect total after-the-fact actual hours worked daily, with grant hours clearly separated and reportable by grant funding source. Administration costs and other direct costs must reflect actual dollars spent. Budget estimates do not qualify as support for charges to awards.
If no, not currently, what is the plan to ensure compliance prior to provision of services?
- Yes ☐ No ☐ Does the agency have written financial policies that include cash management, procurement, allowability of expenses, and sufficient internal controls over assets, liabilities, receipts and expenditures?
- Yes ☐ No ☐ Are there any uncorrected findings from past audits? If yes, please explain.
- Yes ☐ No ☐ Do agency board members receive training on their legal and fiduciary responsibility upon joining the Board?
- Yes ☐ No ☐ Does the agency have job descriptions with responsibilities outlined for each staff person?

- Yes ☐ No ☐ Does the agency have a written conflict of interest policy?
- Yes ☐ No ☐ Does the agency, staff, or Board members have connections with the City that could result in a conflict of interest? If yes, please provide details.
- Why should the City consider your organization as a service provider?

II. PROGRAM AND SERVICE INFORMATION

Organization Name: _____

Please indicate which type of services your proposal addresses:

- ☐ Health/medical services ☐ Human/social services ☐ Substance Abuse/Addiction
- ☐ Violence Prevention ☐ Climate/Environment

Please prepare a response that addresses each of the following topics related to the type(s) of services indicated above. If applying for multiple types of services, please group information according to each type of service.

- Service type: major categories of services provided by your agency
- Length of time your agency has provided this/these service(s).
- Describe any special expertise your leadership and staff have in providing these services.
- Number of individuals who received this service in previous calendar or fiscal year.
- How these services were funded during the previous calendar or fiscal year. List major sources (in particular federal or state funding) and their respective amounts of funding.
- Identify your target population(s), if any, by factors such as geographic area, income level, gender, age, race/ethnicity, culture or language.
- State how your organization engages the community in its work.
- State how your organization focuses on racial equity both within the community and internally in the structure of your organization.

ATTACHMENT D

TERMS & CONDITIONS FOR RFP

General Conditions for Request for Proposals (RFP) (Revised: January, 2019)

The General Conditions are terms and conditions that the City expects its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any three (3) sections. 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 Statement

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, subcontractors 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 a 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 subcontractors 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. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high-risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subcontractors and 2) the negligence or failure to render a professional service by the Consultant or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. Indemnity and 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 sub-contractors and sub-consultants 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 for violations of 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.

Where the Services provided by the Consultant to the City are "design professional services" as described in Minnesota Statutes, Section 604.21, then, the Consultant will not be obligated to defend the City as required above.

5. Subcontracting

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. 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 subcontractors for subcontractor'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 which will not be withheld or delayed unreasonably.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the 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 subcontractors 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 the 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

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form 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. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

14. 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 requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract. 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.

15. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Consultant with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon 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.

16. 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 subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. 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.

18. Conflict and Priority

If the 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.

19. 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's [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).

20. 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.

21. 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 Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. 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' written 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 Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay 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 to 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.

23. 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.

24. 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 consultation 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 terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) created by the Consultant and contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant

(or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

27. 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). Consultant 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 contract for the provision of goods and services in excess of one hundred and seventy-five thousand dollars (\$175,000). 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 Manager to obtain authorization as stated under the section titled "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 Unified Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

28. 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. No Partnership or Joint Venture** – Neither the City nor the Consultant is an agent, partner, or joint venture of the other for any purpose or has any authority to bind the other.
- 4. No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
- 5. 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.
- 6. Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
- 7. 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: May, 2018)

I. General Compliance:

The Consultant 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:

Prohibition Against Lobbying - The Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, lobbying, or political patronage, pursuant to 2 C.F.R. Section 326 and Section 450.

Prohibition Against Employee Activities – The Consultant is prohibited from using the funds provided herein for advocating unionization or anti-unionization activities (See 29 U.S.C. Sections 141, 157 and 158).

Conflicts of Interest Within the Consultant's Organization – The Consultant shall comply with 2 C.F.R. Section 318 (c) (2) which prohibits the sub-contracting of work or services to any parent, subsidiary, or affiliate of the Consultant unless an impartial, competitive procurement method has been used to award the sub-contract.

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. (2 C.F.R. Part 200 Appendix II). In addition, the City will either own or retain a license in any intellectual property developed by the Contractor as result of this Contract. (2 C.F.R. Section 315). Contractor may publish any research findings and will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. (37 C.F.R. Part 401).

Basis for Payment – The payments to the Consultant shall be based upon the Consultant's satisfaction of specific requirements of the Grantor Agency and upon the production of Deliverables as indicated in the Scope of Services (See 31 U.S.C. Sections 6301 through 6308 and 2 C.F.R. Section 201, Section 301 and Section 328).

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to the U.S. Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et seq, and 29 C.F.R. Part 1910) and the 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 Upon CBAs - 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. (Refer to 29 U.S. C. Section 157 and 29 C.F.R. Part 5).

II. Administrative Restrictions

A. Fees. The Contractor is prohibited from charging an enrolled individual a fee for referral or program services. (45 C.F.R. Part 92).

B. Use of Economic Procurement Methods Which Avoid Duplicative Acquisitions - The Consultant shall comply with 2 C.F.R. Section 318(d) and maintain efficient and non-duplicative procurement methods.

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. Promotion of Religion** (40 U.S.C. Section 121 et. seq.) which prohibits the promotion of religious activities or interests using federal grant funds.
- K. 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)).
- Executive Order 12926 and 42 U.S.C. Section 1971 et. seq. "Voter registration services for program participants"
- Executive Order 13279 "Non-discrimination against Religious Organizations"
- Local Governments and Non-Profit Organizations" (for HUD-funded contracts, see 24 C.F.R. Parts 84-85).
- 2 C.F.R. Part 200 "Uniform Grant Guidance"
- 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)".

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

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

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

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

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

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

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

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

demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

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

C. Environmental Conditions

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

2) Lead-Based Paint:

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

D. Historic Preservation

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

E. Progress Payments and Retainage

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

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

(31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, subcontract 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 Sub-award 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

Pursuant to 31 U.S.C. Section 1352, prior to the City's release of 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 31 U.S.C. Section 1352. 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)

CDBG, ESG and HOME Special Conditions

(Revised: May, 2015)

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

A. Section 3 Requirements

1. **General** – The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. **Regulations** - The parties to the contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. **Notifications** – The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker’s representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. **Subcontracts** – The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135.
5. **Certifications** – The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.
6. **Enforcement** – Non-compliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
7. **Indian Housing** – With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be

given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

B. Property Records

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

C. Acquisition & Relocation

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

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

A. General Requirements

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

1. Section 109 Of Title I Of The Housing And Community Development Act Of 1974 (The Fair Housing Act, 42 U.S.C. Section 5309; (24 CFR Part 6)).
2. 24 CFR Part 85 - Uniform Administrative Requirements for Grants and Cooperative Agreements To State, Local And Federally Recognized Indian Tribal Governments.

B. National Objectives

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

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

C. Davis Bacon Applicability

Applicable for projects involving 8 or more housing units and \$2,000 or more for non-housing activities.

The Contractor agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, all contractors engaged in contracts of \$2,000 or more for construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of 40 U.S.C. Section 3141 et. seq. and the regulations of the Department of Labor, as promulgated under 29 CFR, Subtitle A, Parts 1, 3, 5, 6 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The

Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, and, for contracts in excess of \$2,000, 29 CFR Section 5.1 (a) and Section 5.5.

D. Reversion of Assets

The agreement shall specify that upon its expiration the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR Section 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
2. Not used in accordance with paragraph 1 of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specific in paragraph 1 of this section.)

E. Lead Based Paint Poisoning Prevention

Lead based paint poisoning prevention in certain residential structures (42 U.S.C Section 4852 d and 40 CFR Part 745). The Contractor shall comply with the regulations in Subpart L including the licensing and work practice standards for certain housing with child-occupied facilities. The Contractor shall comply with the regulations in Subpart E for residential property renovation, repair and painting (RRP) work.

Minneapolis Family Funds (MFF) - Special Conditions

(Revised 07/2014)

- I. **General Compliance:** The Contractor agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.
- II. **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. **Minneapolis Family Funds:** As a condition of receiving Minneapolis Family Funds the Contractor agrees to comply with all applicable State requirements (including Minnesota Statutes, Section 349.12, Subdivision 11, ((1989) as amended, 1990, Ch. 590, Article 1, Section 4)) which include the following special conditions:
 - A. **Lawful Purpose:** The Contractor agrees that this will mean one or more of the following:
 - (1) Any Expenditure By Or Contribution To A 501(C)(3) Organization, Provided That The Organization And Expenditure Or Contribution Are In Conformity With Standards Prescribed Under Section 16;
 - (2) A Contribution To An Individual Or Family Suffering From Poverty, Homelessness, Or Physical Or Mental Disability, Which Is Used To Relieve The Effects Of The Poverty, Homelessness, Or Disability;
 - (3) A Contribution To An Individual For Treatment For Delayed Posttraumatic Stress Syndrome, Or A Contribution To A Recognized Program For The Treatment Of Compulsive Gambling On Behalf Of An Individual Who Is A Compulsive Gambler;
 - (4) A Contribution To Or Expenditure On A Public Or Private Nonprofit Educational Institution Registered With Or Accredited By This State Or Any Other State;
 - (5) A Contribution To A Scholarship Fund For Defraying The Cost Of Education To Individuals, Where The Funds Are Awarded Through An Open And Fair Selection Process;
 - (6) Activities By An Organization Or A Government Entity Which Recognize Humanitarian Or Military Service To The United States, The State Of Minnesota Or A Community, Subject To Rules Of The Board;
 - (7) Recreational, Community, And Athletic Facilities And Activities Intended Primarily For Persons Under Age 21, Provided That Such Facilities And Activities Do Not Discriminate On The Basis Of Gender, As Evidenced By (i) Provision Of Equipment And Supplies, (ii) Scheduling Of Activities, Including Games And Practice Times, (iii) Supply And Assignment Of Coaches Or Other Adult Supervisors, (iv) Provision And Availability Of Support Facilities, And (v) Whether The Opportunity To Participate Reflects Each Gender's Demonstrated Interest In The Activity, Provided That Nothing In This Clause Prohibits A Contribution To Or Expenditure On An Educational Institution Or Other Entity That Is Excepted From The Prohibition Against Discrimination Based On Sex Contained In The Higher Education Act Amendments Of 1976, United States Code, Title 20, Section 1681;
 - (8) Payment Of Local Taxes Authorized Under This Chapter, Taxes Imposed By The United States On Receipts From Lawful Gambling, The Tax Imposed By Section 349.212, Subdivisions 1 And 4, And The Tax Imposed On Unrelated Business Income By Section 290.05, Subdivision 3;
 - (9) Payment Of Real Estate Taxes And Assessments On Licensed Gambling Premises Wholly Owned By The Licensed Organization Paying The Taxes, Not To Exceed The Amount Which An Organization May Expend Under Board Rule On Rent For Premises Used For Lawful Gambling;

- (10) A Contribution To The United States, This State Or Any Of Its Political Subdivisions, Or Any Agency Or Instrumentality Thereof Other Than A Direct Contribution To A Law Enforcement Or Prosecutorial Agency; Or
- (11) Payment of the reasonable costs of an audit required in Section 297E.06, subdivision 4, provided the annual audit is filed in a timely manner with the State of Minnesota Department of Revenue;
- (12) A contribution to or expenditure on a wildlife management project that benefits the public at-large, provided that the state agency with authority over that wildlife management project approves the project before the contribution or expenditure is made;
- (13) Conducting nutritional programs, food shelves, and congregate dining programs primarily for persons who are age 62 or older or disabled;
- (14) A contribution to a community arts organization, or an expenditure to sponsor arts programs in the community, including but not limited to visual, literary, performing, or musical arts;
- (15) An expenditure by a licensed veterans organization for payment of water, fuel for heating, electricity, and sewer costs for a building wholly owned or wholly leased by and used as the primary headquarters of the licensed veterans organization;
- (16) Expenditure by a licensed veterans organization of up to \$5,000 in a calendar year in net costs to the organization for meals and other membership events, limited to members and spouses, held in recognition of military service. No more than \$5,000 can be expended in total per calendar year under this clause by all licensed veterans organizations sharing the same veterans post home.

B. Unlawful Purpose: Notwithstanding, "Lawful Purpose" Does Not Include:

- (1) Any Expenditure Made Or Incurred For The Purpose Of Influencing The Nomination Or Election Of A Candidate For Public Offices Or For The Purpose Of Promoting Of Defeating A Ballot Question;
- (2) Any Activity Intended To Influence An Election Or A Governmental Decision-Making Process;
- (3) The Erection, Acquisition, Improvement, Expansion, Repair Or Maintenance Of Real Property Or Capital Assets Owned Or Leased By An Organization, Except As Provided In Clause (6), Unless The Board Has First Specifically Authorized The Expenditures After Finding That (i) The Real Property Or Capital Assets Will Be Used Exclusively For One Or More For The Purposes In Paragraph (A); (ii) With Respect To Expenditures For Repair Or Maintenance Only, That The Property Is Or Will Be Used Extensively As A Meeting Place Or Event Location By Other Nonprofit Organizations Or Community Or Service Groups And That No Rental Fee Is Charged For The Use; (iii) With Respect To Expenditures, Including A Mortgage Payment Or Other Debt Service Payment, For Erection Or Acquisition Only, That The Erection Or Acquisition Is Necessary To Replace With A Comparable Building, A Building Owned By The Organization And Destroyed Or Made Uninhabitable By Fire Or Natural Disaster, Provided That The Expenditure May Be Only For That Part Of The Replacement Cost Not Reimbursed By Insurance; Or (iv) With Respect To Expenditures, Including A Mortgage Payment Or Other Debt Service Payment For Erection Or Acquisition Only, That The Erection Or Acquisition Is Necessary To Replace With A Comparable Building A Building Owned By The Organization That Was Acquired From The Organization By Eminent Domain Or Sold By The Organization To A Purchaser That The Organization Reasonably Believed Would Otherwise Have Acquired The Building By Eminent Domain, Provided That The Expenditure May Be Only For That Part Of The Replacement Cost That Exceeds The Compensation Received By The Organization For The Building Being Replaced;

- (4) An Expenditure By An Organization Which Is A Contribution To A Parent Organization, Foundation, Or Affiliate Of The Contributing Organization, If The Parent Organization, Foundation, Or Affiliate Has Provided To The Contributing Organization Within One Year Of The Contribution Any Money, Grants, Property, Or Other Thing Of Value;
- (5) A Contribution By A Licensed Organization To Another Licensed Organization Unless The Board Has Specifically Authorized The Contribution. The Board Must Authorize Such A Contribution When Requested To Do So By The Contributing Organization Unless It Makes An Affirmative Finding That The Contribution Will Not Be Used By The Recipient Organization For One Or More Of The Purposes In Paragraph (A); Or
- (6) The Erection, Acquisition, Improvement, Or Expansion Of Real Property Or Capital Assets Which Will Be Used For One Or More Of The Purposes In Paragraph (A), Clause (7), Unless The Organization Making The Expenditures Notifies The Board At Least 15 Days Before Making The Expenditure.

C. Record-Keeping: Notwithstanding, “Record-Keeping” Includes:

- 1) The Contractor will maintain on file with the City Health Department the following:
 - Current Address;
 - Previous Year's Budget And Financial Statement;
 - Current Balance Sheet And Income Statement;
 - A Statement Explaining How Funds received from the Minneapolis Family Fund Will Be Used.
- 2) The Contractor will file an annual accounting indicating how funds were spent.
- 3) The Contractor by receiving funds consents to an audit of its books and records by the City of Minneapolis to verify the proper use of funds received.