

DATE: October 29, 2003

TO: AGENCIES PROVIDING LEAD OUTREACH, COMMUNITY-BASED BLOOD LEAD TESTING AND HOME LEAD ASSESSMENTS

FROM: MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT

RE: REQUEST FOR PROPOSAL FOR THE PROVISION OF LEAD OUTREACH, COMMUNITY-BASED BLOOD LEAD TESTING, AND HOME LEAD ASSESSMENTS

The Minneapolis Department of Health and Family Support (MDHFS) is requesting proposals for the provision of federally funded lead services that target specific areas of Minneapolis. The purpose of the project is to increase the number of low-income housing units enrolled in lead hazard treatment programs. The overall goal of this project is to enroll 400 low-income housing units into lead hazard treatment programs as a result of outreach and education efforts. The enclosed materials provide information to guide your application process for the request for proposal (RFP).

Included for your review are:

- I. Notice of Request for Proposal
- II. Scope of Services
- III. Proposal review criteria
- IV. General Requirements and Equal Benefits Ordinance, City of Minneapolis
Special Conditions for Grant Contracts

We suggest the following process be followed:

1. Review the enclosed application packet prior to preparing your proposal.
2. Check all budget figures for mathematical accuracy and consistency throughout the application.
3. Check that all pages are consecutively numbered.

A pre-proposal conference will be held November 7, 2003 3:00-4:00 p.m. in room 525 of the Minneapolis Public Service Center (250 South 4th Street, Minneapolis). Questions you would like to ensure are covered at the pre-proposal conference should be submitted in writing to Megan Ellingson before November 7th at:

Fax: 612-673-3866 megan.ellingson@ci.minneapolis.mn.us

While the conference is not mandatory, attendance is strongly encouraged. No questions will be answered outside the pre-proposal conference.

The completed application of an original and two copies is due by **4:30 p.m. November 18, 2003**.

Lead Outreach/MDHFS
City of Minneapolis, Procurement Division
330 Second Avenue South, Suite 552
Minneapolis, MN 55401

Proposals submitted after the deadline may not be considered.

REQUEST FOR PROPOSAL (RFP) FOR LEAD OUTREACH

ISSUED OCTOBER 29, 2003 BY THE
MINNEAPOLIS DEPARTMENT OF HEALTH & FAMILY SUPPORT

I. Notice of Request for Proposals

On September 22, 2003 the U.S. Department of Housing & Urban Development (HUD) announced that the Minneapolis Department of Health and Family Support (MDHFS) had been selected to receive \$370,824 in Lead Outreach grant funds for a two year period. This grant program was highly competitive, and the success of the MDHFS proposal was due, in large part, to the partnerships represented in the grant application. HUD's selection process for awarding points states specifically that inclusion of non-profit community organizations leads to higher scoring applications. HUD views the relationships of the partners and sub-grantees outlined in the grant proposals as essential components of the proposals. Even though partners for this effort have been identified, City procurement protocol requires that the RFP process be completed.

The City of Minneapolis has made available up to \$280,897 of HUD funds to address lead outreach, community-based blood lead testing, and home lead assessments over a two year period. These funds are being made available to a qualified agency that can provide all required services through this RFP process. The contract awarded through this RFP process may be renewable for up to two years based on performance and continued funding.

II. Scope of Services

The purpose of the Minneapolis Community Lead Outreach Program (MCLOP) is to increase the number of low-income housing units enrolled in lead hazard treatment programs. The overall goal of the MCLOP is to enroll 400 low-income housing units, between December 1, 2003 and September 30, 2005, into lead hazard treatment programs as a result of outreach and education efforts.

- 1) Qualified proposals will include the following:
 - A. Community outreach efforts targeting housing units in the City of Minneapolis Empowerment Zones, but will not exclude other areas of Minneapolis and suburban Hennepin County. Characteristics of the Empowerment Zones are that a high number of very young children live there, they have a history of elevated blood lead level cases of children under the age of six and low rates of lead testing, a significant proportion of people of color, a high concentration of low-income families, and high levels of housing built prior to 1950 and 1978 in below average condition.
 - B. Community outreach efforts targeting the following populations: 1) low-income families of color with pregnant women or children under the age of six, and people with limited English skills (with special focus on the Latino, Hmong, and Somali populations), and 2) housing maintenance, rehabilitation, and home repair workers, especially landlords and contractors.
 - C. Experience and continued capacity to effectively partner with MCLOP project partners on lead outreach, education, testing and enrollment. MCLOP project partners include: Hennepin County Community Health Department; Hennepin County Housing, Community

Works and Transit; Lead Hazard Reduction Network; Metropolitan Health Plan; Minnesota Department of Health; the faith-based organization Mothers Advocating Their Children's Health; Neighborhood Health Care Network; and, UCare Minnesota.

- D. Ability to directly contact 2,500 families with lead education. All education and outreach materials will promote free blood lead level testing.
- E. Ability to test 450 children and 175 pregnant women for elevated blood lead levels at community sites, especially targeting children who have not received well child check-ups and families that do not speak English, or who speak English as a second language.
- F. Provide lead education and blood lead testing through events organized with project partners at their sites, including churches, homeless shelters, healthcare providers, organizations serving pregnant women, child care, pre-schools, and neighborhood events.
- G. Provide a visual in-home assessment within a month of the blood lead tests. The decision to enroll the home for lead hazard removal is dependent upon the outcome of the assessment.
- H. Provide a media campaign about lead utilizing print, radio, and cable TV outlets that will reach 50,000 parents, pregnant women, property owners and contractors per year.
- I. Provide outreach and education to 200 individuals who own or manage buildings in the target neighborhoods, and enroll 100 units for lead treatment. Provide education and outreach efforts through landlord associations and articles published in trade association newsletters. Invite landlords to accompany project staff performing in-home assessments and offer staff to perform visual or full risk assessments of their properties. Utilize HUD materials on 1012/1013 and Disclosure to advise them of their legal obligations.
- J. Evidence of organizational experience and continuing capacity in providing community lead education, community-based blood lead testing and follow-up on results, visual assessments of homes for lead hazards, and successful referral of low-income homes for lead hazard reduction work.
- K. Evidence of ability to meet both short- and long-term goals of the project.
- L. Evidence of ability to provide reports required of MDHFS and HUD, according to the guidelines and timelines of both agencies.
- M. Include in-kind organizational contributions to support the efforts of the project.

2) Project Tasks and Timelines

Overall goal:

Enroll 400 low-income housing units in lead hazard control activities.

Project Tasks	Dec 1, 2003 - May 31, 2004 Production Requirements	June 1, 2004 - January 31, 2005 Production Requirements	February 1, 2005 – September 30, 2005 Production Requirements
Fliers distributed to market community events	4,400 fliers distributed	4,400 fliers distributed	5,200 fliers distributed
Door-to-door contacts made to market community events and to educate and enroll families	500 door-to-door contacts	500 door-to-door contacts	500 door-to-door contacts
Spots in local media to market community events and educate families	50 media spots	100 media spots	200 media spots
Educational materials distributed	18,000 pieces distributed	18,000 pieces distributed	22,400 pieces distributed
Hold community events	130 events	130 events	162 events
Attendance at community events	700 people attend	930 people attend	930 people attend
Children and pregnant women receive blood lead tests for lead	50 children and 25 pregnant women tested	200 children and 125 pregnant women tested	200 children and 25 pregnant women tested
In-home visual lead hazard assessments	80 assessments	200 assessments	200 assessments
Contacts with landlords and contractors	60 contacts	70 contacts	70 contacts

3) Project Schedule

- This RFP will be made available on October 29, 2003 by calling the department at 612-673-2301, and will be posted on the department web site by no later than November 3, at (www.ci.minneapolis.mn.us/dhfs).
- A pre-proposal conference will be held on November 7, 2003 3:00-4:00 p.m. (see details below).
- Proposals are due no later than 4:30 p.m. November 18, 2003. Late proposals may not be accepted.
- The agency selected will be contacted by November 21, 2003.

- MDHFS will submit a project work plan to the Department of Housing and Urban Development (HUD) by December 1, 2003, and MDHFS's ability to contract with the agency chosen through this RFP process is dependent upon HUD's approval of this work plan.

4) Pre-Proposal Conference

A pre-proposal conference will be held November 7, 2003 3:00-4:00 p.m. in room 525 of the Minneapolis Public Service Center (250 South 4th Street, Minneapolis). Questions you would like to ensure are covered at the pre-proposal conference should be submitted in writing to Megan Ellingson before November 7th at:

Fax: 612-673-3866 megan.ellingson@ci.minneapolis.mn.us

While the conference is not mandatory, attendance is strongly encouraged. No questions will be answered outside the pre-proposal conference.

5) Proposal Due Date and Location

The completed application of an original and two copies is due by **4:30 p.m. November 18, 2003** to:

Lead Outreach/MDHFS
City of Minneapolis, Procurement Division
330 Second Avenue South, Suite 552
Minneapolis, MN 55401

Proposals submitted after the deadline may not be considered.

6) Department Contact

Megan Ellingson
Minneapolis Department of Health and Family Support
250 South 4th Street, Room 510
Minneapolis, MN 55415

7) Proposal Format and Submittals

Proposal content and format should be as follows:

- A. Scope of Services- Describe how service will be provided. Include a detailed listing and description of tasks and deliverables.
- B. Experience and Capacity- Describe background and experience demonstrating ability to provide required services. Indicate if organization expansion is required to provide service.
- C. References- List references from contracts similar in size and scope.
- D. Personnel Listing- Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.

- E. Cost - Indicate proposed cost of service including how determined; rates; direct costs and payment billing schedule; list of charges per classification of employee.
- F. Insurance – Indicate proposed insurance coverage for the project as detailed in the attached Request for Proposal General Requirements.
- G. Audit - Include a copy of the most recent audit report and management letter.

If your agency does not have a Master Contract with the City, you must also submit the following administrative documents with your proposal: most recent agency annual report; organizational chart; articles of incorporation; IRS determination letter; Board of Directors member list; and, agency policies and procedures for handling client complaints.

III. Proposal Review Criteria

An evaluation committee to review the proposal will be selected with representatives from the Minneapolis Department of Health and Family Support. The criteria to be used in the evaluation of the proposals includes:

- A. Ability and experience reaching target populations with lead outreach, education, blood lead testing and in-home visual assessments.
- B. Demonstrated capacity and ability to meet both short- and long-term project goals.
- C. Significant experience with linking families to lead hazard control housing resources.
- D. Quality, thoroughness and clarity of proposal.
- E. Qualifications and experience of staff, and review of references.
- F. How well the scope of services offered meets department objectives.
- G. Financial responsibility and capacity of organization.
- H. Organization and management approach and involvement for a successful project.
- I. Cost of services proposed.
- J. Insurance coverage as appropriate for the services

IV) Requirements

Attached are the City's General Requirements, Equal Benefits Ordinance, and Part III Conditions for Grant Contracts. These requirements will be included in any contract for services.

Request for Proposal General Requirements

The General Requirements are terms and conditions that the City expects all of its contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$50,000 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 \$500,000 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 Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty- (30) date written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

8 General Compliance

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

9 Performance Monitoring

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

10 Independent Contractor

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

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

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

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

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 Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Ownership of Materials

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

20 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict Of Interest/Code Of Ethics

Contractor agrees to be bound by the City's Code Of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfil its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property

of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

Appendix One

Every Available and Reasonable Effort Criteria Questionnaire

This document, when completed, must be included with the proposal. Proposers who fail to submit "Appendix One" may be deemed non-responsive and their proposal may be rejected.

- 1. List the name of the person you spoke with at Minneapolis Department of Civil Rights, and the date, regarding information on how to contact certified W/MBE's and how to qualify as a certified W/MBE?

- 2. List the places where you advertise or post notices concerning subcontracting and employment opportunities for this project. Please attach a copy of the advertisement and/or notice.

- 3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and certified W/MBE firms for this project?

- 4. List the certified W/MBE firms, with the capability to perform the work, that you provided written notice in order to solicit their participation on the project. Please attach a copy of the written notice. If no contact was made with certified W/MBE firms, please list the reasons below.

- 5. Provide the follow-up steps you took to the initial solicitations of interest shown by certified W/MBE firms regarding this project?

- 6. Describe how you selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

- 7. Describe how you provided interested certified W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

- 8. Did you assist certified W/MBE firms in responding to a solicitation? ___ YES ___ NO. If so, how did you assist?

9. Did you negotiate in good faith with interested certified W/MBE firms? YES NO. If not, why not?

10. Did you reject any certified W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? YES NO. If so, please list those firms and state why you rejected them?

11. Briefly describe other actions not listed above that you took to secure participation of certified W/MBE firms.

**CONTRACTOR PARTICIPATION FORM
APPENDIX TWO
CITY OF MINNEAPOLIS
WOMEN, MINORITY AND SMALL BUSINESS UTILIZATION PLAN**

PROPOSER'S NAME:

ADDRESS:

TELEPHONE NUMBER:

CONTACT NAME:

PROJECT NAME:

RFP NUMBER:

Each proposal shall be accompanied with this document. Proposers who fail to submit "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

1. What percent of the base proposal for this project will be supplied by certified Women/ Minority and/or Small Businesses? _____%

Using the matrix below list the name of each certified women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:

Date of Contact	Name of Women Minority or Small Business	Certification (WBE/MBE)	Person Contacted	Reason for Contact	Type of Work or Supplies	Contract/Purchase Amount Result

This page may be photo copied for additional documentation of efforts.

2. List the steps the Proposer will take to insure that certified Women, Minority and Small Businesses will be given an opportunity to participate on this project.

3. During the performance of this project, will the Proposer join with the City to support training programs or other efforts designed to help certified Women, Minority and Small Businesses? _____ Yes _____ No

**Request for Proposal (RFP) Language regarding the Equal Benefits Ordinance
(Use this clause when directed to do so by the Permanent Review Committee)**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance, that exceeds \$100,000. Compliance with Section 18.200 is required commencing January 1, 2004. 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.

This contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000, but is later modified so that the contract does exceed \$100,000, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the Internet at:
<http://www.ci.minneapolis.mn.us/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

Grants: City of Minneapolis Special Conditions for Grant Contracts

(Other than the Audit requirement, these conditions are superseded by Grant Agreement if contradictory)

Conduct

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

Conflict of Interest. The Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Contractor further agrees that in the performance of this contract no person having such an interest shall be employed by the Contractor hereunder. Such individuals or parties shall include but not be limited to: a) members of or delegates to the Congress of the United States of America, resident commissioners or other federal representatives, b) officers, members, employees of the State and members of its governing body, c) officers, members, employees of the City, and members of its governing body.

Materials Produced by Contractor

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

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

Copyright. If this contract results in any copyrightable material, the author is free to copyright the work, but the City and/or Grantor Agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

Plain Language Law. The Contractor shall comply with provisions of the Plain Language Law requiring written material produced for applicants and recipients to be understandable to a person who reads at the seventh grade level (Minnesota Statutes, Section 268-0124, 1988).

Employment Restrictions

Notifications. The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to labor infringement, the Occupational Safety and Health Act of 1973, and the Minnesota Right to Know Act, is made available to Contractor's labor unions or worker's representatives.

Infringement. Program participants 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.

OSHA. Where participants are engaged in activities not covered under the Minnesota Occupational Safety and Health Act of 1973, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

Right to Know. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. The Contractor will comply with the Minnesota Right to Know Act.

Financial and Administrative

Audit. The contractor agrees to follow the City's audit policy. This includes a requirement for an annual financial audit for Contractors receiving in excess of \$50,000 annually from City contracts. The Contractor shall submit two copies of each completed audit report and the management letter (if applicable) to the City Finance Department. Any deficiencies noted in such audit reports or audit/monitoring reports issued by the City or their designees must be fully cleared by the Contractor within a reasonable time period after a request has been received from the City. Failure of the Contractor to comply with the provisions of this paragraph will constitute a violation of this contract and may result in this withholding of future payments. This clause does not apply for individual proprietors.

Budgets. When requested, the Contractor will submit a contract budget of a form and content prescribed by the City for approval by the City. The City and the Contractor may agree to revise such budget from time to time in accordance with City policies concerning budgets.

Program Income. The Contractor is encouraged to earn interest on cash balances and shall report all income from funds made available under this contract whether from interest, return of principal, sale of property, or other sources. The Contractor may utilize such income during the contract period to further activities permitted under this contract and shall consider such income balances when requesting additional funds. All unspent balances shall be returned to the City at the end of the contract period.

Close-outs. The Contractor's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

Excess Revenues. Contractor revenues directly earned from this contract (i.e., user fees, royalties, etc.) that are in excess in compensation under this contract are to be treated as program income. Such income may be used to underwrite additional services provided that these services are consistent with the purposes of the program that generated them and are in conformance with the conditions stated herein. The Contractor must report such income to the City and maintain records accounting for its use for possible audit. Such income not used during the "time of performance" of this contract is to be returned to the City.

Indirect Costs. If indirect costs are charged, the Contractor will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.

Payments. The City will pay to the Contractor funds available under this contract based upon information submitted by the Contractor and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance fund and program income balances available in Contractor accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Contractor. The Contractor understands that payment will not be available for costs claimed by the Contractor on any other contract for substantially the same service, material, equipment and/or outcome. The Contractor agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

Compliance. The Contractor shall comply with current City policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

Non-Discrimination

EEO/AA Statement. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action Employer.

Holdback. If there is probable cause to believe the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any applicable rules or regulations, the City shall withhold up to fifteen percent of said contract funds until such time as the Contractor is found to be in compliance or is otherwise adjudicated to be in compliance.

Records

Client Data. The Contractor shall maintain client data demonstrating client eligibility. Such data shall include but not be limited to client name, address, income level or other basis for determining eligibility, and a description of the service provided. Such information shall be made available to City monitors for review upon request.

Access to Records. The Contractor shall furnish and require all subcontractors to furnish all information and reports required hereunder and by the rules and regulations of the City, and will permit access to its books, records and accounts for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Subcontracting

Subcontract Provisions. The Contractor will include the provisions in this contract entitled Non-Discrimination in every subcontract or purchase order pertaining to this contract specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

Approvals. The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

Monitoring. The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

Selection Process. The Contractor shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts along with documentation concerning the selection process shall be forwarded to the City upon request.

Part III - Special Conditions for Federal and State Grant Funds

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State regulations and policies issued pursuant to grant funds in this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

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 Requirements

A. Section 504. The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 791) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Hatch Act. The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

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

- Americans with Disabilities Act of 1990.
- Endangered Species Act of 1973
- Executive Order 12291 – Regulations
- Executive Order 12259 - Leadership and Coordination in Federal Housing Programs
- Executive Order 12612 - Federalism
- Federal Fair Labor Standards Act
- OMB Circular A-21 - Cost Principles for Educational Institutions.
- OMB Circular A-87 - Cost Principles for State, Local and Indian Tribal Governments.
- OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 84)
- OMB Circular A-122 - Cost Principles for Nonprofit Organizations.
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations (for HUD-funded contracts, see 24 CFR Part 45)
- Title VI of the Civil Rights Act of 1964.
- Title VIII of the Civil Rights Act of 1968.
- USDHEW Oasc-5 - Cost Principles and Procedures for Establishing Indirect Cost and Other Rates for Grants and Contracts with the Dept. Of Health and Human Services.
- USDHEW Oasc-10 - Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.
- 31 CFR Part 205 – Treasury Department Regulations Implementing the Cash Management Improvement Act of 1990.
- 37 CFR Part 401 – Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.
- 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition.

D. Certification Regarding Lobbying. Before the City releases any of the funds covered by this agreement, the Contractor shall sign the following certification statement:

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

- (1) **NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.**

- (2) **IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.**

- (3) **THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

BY: _____

TITLE: _____

FOR: _____
(Organization)

E. Certification Regarding Debarment. Before the City releases any of the funds covered by this agreement, the Contractor shall sign the following certification statement:

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

**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VIII of the May 26 1988 Federal Register (pages 19160-19211).

- 1) THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT IT AND ITS PRINCIPALS:
- 2) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- 3) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE, OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION; VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OR EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY; ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE, OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH (1)(B) OF THIS CERTIFICATION; AND
- 4) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION / PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE, OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.
- 5) WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.
- 6) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN ALL SUBCONTRACT AWARDS PURSUANT TO THIS CONTRACT AND AGREES TO REQUIRE ANY SUCH SUBCONTRACTORS TO SIGN A DEBARMENT CERTIFICATION.

Name and Title of Authorized Representative

Signature