

MEMO

TO: PROSPECTIVE APPLICANTS
FROM: NOYA WOODRICH AND JOHN SCHROM, CO-CHAIRS
MINNEAPOLIS PUBLIC HEALTH ADVISORY COMMITTEE
DATE: SEPTEMBER 15, 2010
RE: REQUEST FOR PROPOSALS FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK
GRANT PUBLIC SERVICE FUNDING

Attached is the Request for Proposals for Community Development Block Grant (CDBG) Public Service Funding, from the U.S. Department of Housing and Urban Development (HUD). Eligible applicants are not-for-profit, for profit, or governmental organizations serving eligible Minneapolis residents.

Approximately \$400,000 will be available in grants of up to \$75,000 for the period of June 1, 2011 - May 31, 2012 (CDBG Year 37), as approved by the City Council. Approved projects may receive a second year of funding (CDBG Year 38, June 1, 2012-May 31, 2013) based on the grantee's performance and the availability of funding (recent funding history reflects annual reductions).

The 2011-13 CDBG public service funding RFP process includes three steps to determine final applicant recommendations to be submitted for Council approval for funding. Because of HUD's strict eligibility requirements, prospective applicants should carefully consider if their project is a good fit for this funding source.

- Step 1: submission of a pre-application that will be evaluated based on the applicant's ability to meet HUD requirements for documentation of the eligibility of clients served. Only those applicants who can adequately detail their process for meeting HUD eligibility requirements will be invited to submit a full application.
- Step 2: For invited applicants only, submission of a full application for review.
- Step 3: Following the review process, applicants selected as finalists will receive a site visit from department staff to ensure their capacity to comply with all federal regulations associated with this distinct funding opportunity. Applicants who cannot successfully demonstrate this capacity will be eliminated from final consideration for funding.

The site visit will also help determine whether applicants are a good fit programmatically, with an emphasis on funding principles and staffing capacity to deliver services to the target population.

The attached materials provide information to guide your application process for the provision of a wide range of public service activities. Included for your review are:

- I. Notice of Request for Proposals
- II. Attachment A, Pre-application form with HUD income verification forms (Appendices 1 and 2)
- III. Attachment B, Full Application form, including proposal cover sheet(Appendix 1) and Logic Model template and examples (Appendix 2)
- IV. Attachment C, CDBG Public Service Information
- V. Attachment D, General Conditions for Requests for Proposals
- VI. Attachment E, Contract Conditions for Grant Funds

We suggest the following process:

1. Review the enclosed instructions and application packet prior to preparing your pre-application.
2. If invited to submit a full application, use the Application Instructions as a guide for each step of the process. In your project narrative, please follow the order of questioning provided in the instructions.

The application needs to be **clear** and **complete**.

Check all budget figures for mathematical accuracy and consistency throughout the application.

Check that all pages are consecutively numbered.

Check that everything requested on the cover sheet is completed and a copy of the cover sheet is attached to each copy of the proposal.

Documents that need to be completed for submission (the pre-application form, cover sheet, application narrative template, budget template, and the logic model) are provided on-line in Microsoft Word format.

Pre-Proposal Conference

A pre-proposal conference for interested applicants will be held on **Tuesday, September 21**, from 1:30-3 p.m. at the North Regional Library, 1315 Lowry Avenue No, 612-630-6600. While attendance at the pre-proposal conference is not mandatory, it is strongly encouraged as this will be the only opportunity to ask questions directly to staff.

If you are unable to attend the pre-proposal conference, questions may be submitted in writing by no later than 12N on Thursday, September 23 and answers will be posted in a Question & Answer document on the department's web site no later than end of day on Friday September 24. The Questions & Answers from the pre-proposal conference itself will be included in the document. There will be no information provided outside of this process.

Questions must be submitted in writing to: Contracts Administrator, Fax 612-673-3866, or by email at health.familysupport@ci.minneapolis.mn.us (subject line should reference CDBG RFP). Questions & Answers will be posted at <http://www.ci.minneapolis.mn.us/dhfs>

If you need this material in an alternative format please call Minneapolis Department of Health and Family Support at 612-673-2301 or email health.familysupport@ci.minneapolis.mn.us. Deaf and hard-of-hearing persons may use a relay service to call 311 agents at 612-673-3000. TTY users may call 612-673-2157 or 612-673-2626.

Attention: If you have any questions regarding this material please call Minneapolis Department of Health and Family Support 612-673-2301. Hmong - Ceeb toom. Yog koj xav tau kev pab txhais cov xov no rau koj dawb, hu 612-673-2800; Spanish - Atención. Si desea recibir asistencia gratuita para traducir esta información, llama 612-673-2700; Somali - Ogow. Haddii aad dooneyso in lagaa kaalmeeyo tarjamadda macluumaadkani oo lacag la' aan wac 612-673-3500

**NOTICE OF AVAILABILITY OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PUBLIC SERVICE FUNDS AND REQUEST FOR PROPOSALS (RFP)
ISSUED SEPTEMBER 15, 2010 BY THE
MINNEAPOLIS DEPARTMENT OF HEALTH & FAMILY SUPPORT**

Introduction

The Minneapolis Department of Health and Family Support (MDHFS) invites not-for-profit, for profit, and governmental organizations that serve residents of Minneapolis to submit proposals for Year 37 federal Community Development Block Grant (CDBG) Public Service Funding. These are funds provided through the U.S. Department of Housing & Urban Development (HUD) for the provision of health services, human services, and community development services benefiting low and moderate income persons. Attachment C includes some CDBG specific information. The City is soliciting proposals that address the following:

- HUD Strategic Goal of Strengthening Communities;
- HUD Policy Priority of Improving the Quality of Life of our Nation's Communities;
- City goals in support of safe and healthy families and communities; and,
- funding principles and priorities below which were developed by the Public Health Advisory Committee and approved by the Minneapolis City Council.

Approximately \$400,000 will be available in grants of up to \$75,000 for the period of June 1, 2011 - May 31, 2012 (CDBG Year 37), as approved by the City Council. Approved projects may receive a second year of funding (CDBG Year 38, June 1, 2012-May 31, 2013) based on the grantee's performance and the availability of funding (recent funding history reflecting annual reductions).

City of Minneapolis Public Service Funding Priorities and Funding Principles

The Minneapolis Public Health Advisory Committee (PHAC) developed the process and priorities for awarding public services funds for CDBG Years 37 and 38. The following Funding Principles, Funding Priorities, and requirements were recommended by the PHAC, and approved by the Council and the Mayor.

Funding Principles

The following principles will be used in evaluating proposals. Each principle will be scored separately in the full application review process, and the more a proposal aligns with these principles the greater the potential for a high score.

1. Family support.
Proposals should focus services towards activities that support the whole family, and not just an individual, when feasible or beneficial.
2. Culturally Competent.
Proposals must clearly identify the target community(ies) to be served, and should illustrate how the proposed activities will be culturally competent. Applicants need to demonstrate their ability to reach the populations they propose to serve through a description of their track record with the targeted community, their staff and board composition, and specific outreach activities.
3. Involvement of clients in the design and governance of the project.
Proposals should clearly articulate how clients to be served have been and will continue to be involved in the design and governance of the project.
4. Reducing Health Disparities.
Proposals should clearly articulate the population to be served and the health status disparities they experience, and describe how the applicant will address inequities in services, access to resources, or other conditions that affect the well being of communities or individuals.
5. Strength of Evidence for Selected Approach.
Proposals should clearly describe the evidence of effectiveness for the activities they plan to implement, and how these will address the specific needs of the target population.
6. Intergenerational relationships.
Proposals should clearly describe how the proposed activities will create community & foster intergenerational relationships between youth & adults (multicultural or culturally-based)

7. Expand street level outreach.

For youth proposals, agencies should clearly describe how they will conduct outreach, including door-to-door strategies, in order to engage families and re-connect youth exhibiting risky behavior with quality education and employment opportunities.

For senior proposals, agencies should describe how they will connect with those most isolated and vulnerable, including culturally diverse and linguistically isolated populations.

Funding Priorities

Successful proposals must address one of the following six community priority areas under three topics:

1. Youth Violence Prevention. Programs funded under this priority will be selected based on their alignment with recommendations from the *Blueprint for Action: Preventing Youth Violence in Minneapolis*.
<http://www.ci.minneapolis.mn.us/dhfs/yv.asp>
 - a. Support programs for parents, guardians, or care givers of youth ages 8 to 18 years who are at risk for engaging in violence.
 - b. Culturally appropriate rites of passage to support a comprehensive process for youth to maintain their cultural traditions and ties to their cultural community as they enter adulthood.
2. Sexual Health.
 - a. Teen pregnancy prevention programs to prevent initial or repeat teen pregnancies. Provide programs to prevent initial or repeat teen pregnancies. Activities may be focused on health or youth development services, and applicants must describe how these services are designed to reduce teen pregnancy.
 - b. HIV/STI reduction programs to prevent or identify HIV and/or Sexually Transmitted Infections among high-risk adolescents and young adults.
3. Senior Health and Independent Living (applicants for senior services may address one or both priorities)
 - a. Assure health maintenance for underserved/vulnerable seniors.
 - b. Provide programs that increase the ability of underserved and vulnerable seniors to live independently and be connected with others in their community to reduce social isolation (including those who are culturally or linguistically isolated).

GRANT REQUIREMENTS:

- 1) Grants may fund only new (to any City funding), or quantifiably increased services (above any services funded in the past 12 months through any City sources), or a continuation of previously CDBG funded activities. Funding cannot be used to supplant other City-awarded or pass-through funding received by the organization within the past 12 months (starting April 15, 2010).
- 2) Grants awarded are to fund the implementation of services, and not planning activities.
- 3) Organizations may provide funding only to clients meeting the age and income eligibility criteria set by the federal government.
- 4) Grants may only be used to serve only Minneapolis residents, even if the organization or program serves a broader community. Organizations serving a broader geographic area will need to describe how grant-funded services will be limited to City residents.
- 5) Proposals must provide specific plans for measuring short-term outcomes. Proposals should show clear linkages between the proposed activities and expected short- and long-term outcomes through use of the required logic model (Attachment B, Appendix 2).

Application Process and General Information

For the 2011-13 CDBG public service funding cycle there is a three step process to complete to receive funding:

1. **Pre-application:** All applicants will be **required** to submit a **pre-application** for approval.

The pre-application will be evaluated based on the applicant's ability to meet HUD requirements for documentation of income and age eligibility for clients served. Only those applicants who can adequately detail their process for meeting HUD eligibility requirements will be invited to submit a full application. Please use the attached template (Attachment A). Submit the pre-application electronically by no later than 4 p.m. on September 29 to: health.familysupport@ci.minneapolis.mn.us Pre-applications received after 4 p.m. may not be considered. **Please be sure receipt of pre-application is confirmed by email.** Only those agencies who can document compliance with income eligibility requirements will be invited to submit a full application.

2. **Full application:**

For invited applicants only, submission of a full application for review as detailed in Attachment B. An original and six (6) copies of the completed application and one set of administrative documents must be received by no later than **4 p.m. on Wednesday, October 27** at:

CDBG Public Service RFP
Finance Department Procurement Division, Room 552
330 2nd Avenue South, Towle Building
Minneapolis, MN 55401

***Proposals received after the deadline may not be considered.
Faxed or emailed copies of full applications will not be accepted.***

3. **Site Visit**

Following the review process, department staff will conduct site visits with the finalist organizations to ensure their capacity to comply with all federal regulations associated with this distinct funding opportunity. Applicants who cannot successfully demonstrate this capacity will be eliminated from final consideration for funding. The site visit will also help determine whether applicants are a good fit programmaticaly, with an emphasis on funding principles and staffing capacity to deliver services to the target population.

At any point during the process additional information may be requested if needed.

Pre-application

CDBG public service funding from HUD has strict family/household income eligibility requirements, and eligibility for all clients served who are under age 62 must be verified and documented. Even for seniors, who are presumed income eligible, income must be documented for reporting purposes (but does not require verification), and age must be documented to ensure compliance with the minimum allowable age of 62 years.

As a result of challenges agencies have faced over the past few funding cycles to meet the income verification requirements for CDBG, a pre-application process is now required as the first step in the process to assess the capacity of an applicant organization to document and verify family/household income, and submit full documentation to the department quarterly. Only those agencies with the capacity to meet this requirement will be invited to submit a full application.

These requirements do limit the type of services that may be provided. The priority areas of this RFP are broad, but the income eligibility requirements are narrow and precise. Organizations must be able to document and verify income information before a client/family receives services. The HUD approved income form reflecting 2010 income limits is attached as Attachment A, Appendix 1 (the form for Seniors is also attached as Appendix 2). Please review the complete document, including the list of income sources that should be considered or not considered, and examples of means-based programs that can be used for verification. Other means-based eligibility may be accepted and would

need approval by the department prior to use. Income verification is required prior to the client receiving services, and must be updated if there is a change in the client's situation that would affect eligibility. Verification is required annually.

Additional points of consideration

Minnesota law allows minors to consent to medical, mental, and other health services to determine the presence of or to treat pregnancy and related conditions, sexually transmitted infections, and alcohol or other drug abuse (Minnesota Statutes 144.343, subdivision 1). This is commonly referred to as the Minor Consent law.

A minor's consent is a factor in the Sexual Health funding priority, and questions were raised during the last CDBG RFP process related to verification of income eligibility. The information below reflects the questions and the response from HUD that were posted as part of the Questions & Answers document in the previous process.

Minor Consent Response from HUD

Question- If providing CDBG public services involving a Minor Consent situation, do you require that the client eligibility form that requests household income information be signed by the parent(s), or do you allow the minor to sign and only consider the income of the minor? Requiring the parent to sign would violate the confidential nature of the services covered under minor consent. Also, asking the minor to attest to income of others in household potentially raise violation of confidence if other income sources were to be verified.

Answer- The CDBG program for public service activities requires the family income to be used to determine income eligibility. My [HUD project officer] reading of the Minor Consent law sent is that the parents do not have to be told about medical, mental and other health services. I don't see where in the law it makes the minor a family of one. Therefore, the family's income still needs to be included when determining income eligibility.

The certification form used by the minor would still need to be signed and could be signed by the minor. However, s/he would need to reveal all income sources of the family. The question would be if a minor has that much knowledge about Mom and/or Dad's income. This is a tricky situation for entities that wish to use CDBG funds for these services. This may be a situation where CDBG funds are not a good fit for the proposed use of funds.

Senior Services

For agencies interested in providing services for seniors, please note that presumed income eligibility for seniors is only applicable only for programs that exclusively serve seniors. Any program that serves a combination of individuals 62 and older, and younger "seniors" or other individuals, must meet the above household income eligibility requirements for everyone.

The pre-application document is included as Attachment A.

Review Criteria for Pre-Application

Pre-applications will be reviewed by health department staff, and will be evaluated based on the level of detail provided and feasibility of their current or proposed process for meeting HUD income eligibility requirements.

Application

If the pre-application is accepted, applicants will be notified electronically by October 4 to prepare a full application that will be due by no later than October 27. Proposals will be accepted only from agencies invited to submit for a specific priority area. Complete instructions are included in Attachment B.

Review Criteria for Full Application

Review committees will consist of members of the Minneapolis Public Health Advisory Committee (PHAC), community representatives, and external experts in the priority areas. Proposals will be scored based on the criteria in the RFP.

The proposal review process will be as follows:

1. Selected PHAC and community evaluators will conduct the initial review based on the criteria described in the RFP and score all proposals. Peer reviewers' ratings and any resulting recommendations are advisory only.
2. The results of the review process and site visits will be discussed by the PHAC. In addition to ratings from the review committees and site visits, additional considerations may include, but are not limited to, the following: balancing proposals recommended for funding across geographic areas of the city, underserved populations, and

strategic priorities; past performance of applicant agencies; and, available funding. The PHAC recommendations for funding are subject to Commissioner of Health final recommendations to Council.

3. Final recommendations will be forwarded to the City Council. The City Council may approve the recommendations as forwarded or may make changes in awardees or amounts awarded before granting final approval.

Pre-Application Considerations

Please review carefully the attached General Conditions for Requests for Proposals (Attachment D), and particularly the insurance requirements. All agencies receiving a contract must provide documentation of insurance coverage for Workers Compensation, General Liability, and Commercial Auto Liability. Professional Liability may be required depending on type of services that will be provided. CyberFlex Insurance or Technology Liability Insurance will be required for projects involving the electronic transmission of private data. Failure to maintain required insurance coverage may result in contract termination.

Additional information may be required from agencies awarded funding, including but not limited to:

- DUNS number
- Agency organizational chart
- Articles of Incorporation
- List of Board of Directors
- Most recent programmatic Annual Report of agency activities and services provided.
- Copy of written policies and procedures for handling client complaints
- Agencies approved to receive funding in excess of \$50,000 per year must complete the City's Affirmative Action plan process prior to executing a contract.

All services provided using these funds must comply with State and City licensure, permit and other related requirements. In addition, HUD requires that grantees use their best efforts to hire persons for funded projects from the neighborhood or geographic service area.

Application Deadline and Process Timeline

The completed application of an original and **six (6)** copies and **one** set of any administrative documents, is due by **no later than 4 p.m. on Wednesday, October 27, 2010** to:

CDBG Public Service RFP
Finance Department Procurement Division, Room 552
330 Second Avenue South, Towle Building
Minneapolis, MN 55401

Proposals submitted after the deadline may not be considered.

PROCESS TIMELINE

September 15, 2010	RFP issued
September 21, 2010	Pre-proposal conference
September 23, 2010	Additional questions due by 12 noon
September 24, 2010	Q&A posted
September 29, 2010	Pre-application proposals due
October 4, 2010	Anticipated notification of agencies invited to submit full proposal
October 27, 2010	Full proposals due
Mid Nov/Early Dec 2010	Schedule and conduct site visits for finalist agencies
February 27, 2011	Anticipated notification of agencies funded following Council approval
March/April 2011	Contract managers conduct site visits and develop contracts
June 1, 2011	Project funding period begins

Attachment A
PRE-APPLICATION

Community Development Block Grant (CDBG) 2011-2013

Instructions: Please complete this pre-application template and submit electronically to health.familysupport@ci.minneapolis.mn.us.

The pre-application **must be received by no later than 4:00 p.m. on Wednesday, Sept 29th**. Please ensure you receive electronic confirmation of receipt.

APPLICANT INFORMATION

Agency Name:
Contact Person:
Email Address:
Mailing Address:
Phone:
Fax:

Priority Areas

There are six priority areas grouped under three topics. Please check the one which best fits your proposed project. If your agency is interested in applying for more than one priority area, please submit separate pre-applications for each area.

YOUTH VIOLENCE PREVENTION

- Parent Support Program
- Culturally-Based Rites of Passage Program

SEXUAL HEALTH

- Teen Pregnancy Prevention Program
- HIV/STI Reduction Program

SENIOR HEALTH AND INDEPENDENT LIVING

(Senior projects addressing both priority areas can be combined into one pre-application)

- Assure health maintenance
- Independent living & reducing social isolation

Project Abstract

For informational purposes only, please include in the box below an abstract for the proposed priority project area indicated above. This information is *not* scored and will assist in selecting knowledgeable reviewers for full applications invited for submission.

Briefly describe the proposed project, including proposed goal(s) of program/activity, description of proposed population to be served (age range, gender, cultural group, geographic area, other eligibility requirements; estimate of number to be served annually), and description of proposed services or activities to be funded through this grant.

AGENCY CAPACITY TO MEET HUD REQUIREMENTS FOR ELIGIBILITY VERIFICATION

Income Verification for services for organizations currently providing this activity

- Please describe your organization's history with gathering and verifying income data on clients served (how long this has been done and for what purpose).
- Describe in detail the process and documents used for determining client/household income for a new client requesting services (please submit samples of any forms used). List the documents you typically use for verification of income (i.e. pay stubs, proof of eligibility for means based services such as Medical Assistance, TANF/MFIP, WIC, food stamps, public housing/section 8, free or reduced lunch)
- Describe the job titles of staff providing income verification, training received, position providing supervision, etc. Provide job descriptions for these positions if it helps clarify responsibilities.
- Describe any changes you would make to your current procedures to obtain CDBG specific income documentation, including the procedures you would use to attach copies of verification information and submit the entire document to MDHFS quarterly.

Income verification for services for agencies needing to develop this capacity

- If your agency has no prior experience in gathering and verifying income data for clients served, please detail how you would implement the systems to be compliant. Describe in detail the process and documents you would use for determining client/household income for a new client requesting services. Detail the documents you would use for verification of income (i.e. pay stubs, proof of eligibility for means based services such as Medical Assistance, TANF/MFIP, WIC, food stamps, public housing/section 8, free or reduced lunch). Describe from whom you would receive technical assistance or consultation in this area, if necessary.
- Describe the job titles of staff you would propose using for income verification, training they would receive, the position that would provide supervision, etc.

FOR ORGANIZATIONS APPLYING FOR PROGRAM FUNDING THAT EXCLUSIVELY SERVES SENIORS 62 YEARS OF AGE AND OVER UNDER THE SENIOR HEALTH AND INDEPENDENT LIVING TOPIC AREA ONLY

- Describe your process for requesting and documenting client income (this is for reporting purposes only and income does not need to be verified).
- Describe your process for requesting and documenting client age.

An organization's documented capacity to meet these criteria will determine if they are invited to continue to step 2 of the process and submit a full application. For finalist organizations, step 3 will be a sit visit to the organization to verify their documented capacity to comply with income eligibility requirements.

**Attachment A, Appendix 1
(agency name)
Client Information Form**

This program uses Community Development Block Grant (CDBG) funds, which are intended to help low- and moderate-income families living in Minneapolis. The information requested below is needed to describe the income levels of the people served. The data will be shared with the Minneapolis Department of Health and Family Support for the purpose of auditing our program. In any reports, your data will be combined with data from other participants, and you will not be personally identified. In order to participate in this program, you are legally required to supply this information by the US Department of Housing and Urban Development.

Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Total number of family members _____ **Number of family members participating in program:** _____

The following information is requested to describe the race and ethnicity of program participants:

1. Is your family's ethnicity Hispanic or Latino: Yes No

2. Please check ALL race designations appropriate for your family:

White Black/African American Asian American Indian or Alaskan Native Native Hawaiian/Other Pacific Islander

Income Verification

- 1) First, check the box below next to the line that describes the total number of persons in your family.
- 2) Next, check the income level under that line that describes your total family income. When calculating total family income, please consider all income earned from the sources listed on the reverse side.
- 3) Finally, if applicable, please indicate your participation in one or more of the means-tested programs as well.

1 person in family

- Less than \$17,650
- \$17,650 to \$29,400
- \$29,400 to \$45,100
- More than \$45,100

3 persons in family

- Less than \$22,700
- \$22,700 to \$37,800
- \$37,800 to \$58,000
- More than \$58,000

5 persons in family

- Less than \$27,250
- \$27,250 to \$45,400
- \$45,400 to \$69,600
- More than \$69,600

7 persons in family

- Less than \$31,250
- \$31,250 to \$52,100
- \$52,100 to \$79,900
- More than \$79,900

2 persons in family

- Less than \$20,200
- \$20,200 to \$33,600
- \$33,600 to \$51,550
- More than \$51,550

4 persons in family

- Less than \$25,200
- \$25,200 to \$42,000
- \$42,000 to \$64,400
- More than \$64,400

6 persons in family

- Less than \$29,250
- \$29,250 to \$48,750
- \$48,750 to \$74,750
- More than \$74,750

8 persons in family

- Less than \$33,300
- \$33,300 to \$55,450
- \$55,450 to \$85,050
- More than \$85,050

Please attach documentation of eligibility. Documentation may include pay stub, copy of Medical Assistance Card, copy of the EBT card for MFIP/food stamps, or other written documentation of eligibility for the following programs that includes a recent date and case number:

Free or reduced lunch _____
Public Housing _____
Section 8 _____

MFIP/TANF _____
WIC Services # _____
(copy the WIC ID Folder)

IRS Form 1040 Adjusted Gross Income Inclusions and Exclusions

Please include

- _____ Wages, salaries, tips, etc.
- _____ Taxable interest.
- _____ Dividends.
- _____ Taxable refunds, credits or offsets of State and local income taxes. There are some exceptions – refer to Form 1040 instructions.
- _____ Alimony (or separate maintenance payments) received.
- _____ Business income (or loss).
- _____ Capital gain (or loss)
- _____ Other gains (or losses) (i.e., assets used in a trade or business that were exchanged or sold).
- _____ Taxable amount of individual retirement account (IRA) distributions. (Includes simplified employee pension [SEP] and savings incentive match plan for employees [SIMPLE] IRA.)
- _____ Taxable amount of pension and annuity payments.
- _____ Rental real estate, royalties, partnerships, S corporations, trust, etc.
- _____ Farm income (or loss)
- _____ Unemployment compensation payments.
- _____ Taxable amount of Social Security benefits.
- _____ Other income. (Includes: prizes and awards; gambling, lottery or raffle winnings; jury duty fees; Alaska Permanent fund dividends; reimbursements for amounts deducted in previous years; income from the rental of property if not in the business of renting such property; and income from an activity not engaged in for profit).

Do not consider

1. Child support.
2. Money or property that was inherited, willed or given as a gift.
3. Life insurance proceeds received as a result of someone's death.

I certify that the information on this form is accurate and complete. I authorize (agency name) and/or the City of Minneapolis to verify information provided, if necessary.

Signed by Participant: _____ **Date:** _____

Warning: Section 1001 of Title 18 of U.S. Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the U.S. as to matters within its jurisdiction.

**Attachment A, Appendix 2
(agency name)
Client Information Form for Senior Services**

This program uses Community Development Block Grant (CDBG) funds, which are intended to help low- and moderate-income families living in Minneapolis. The information requested below is needed to describe the income levels of the people served. The data will be shared with the Minneapolis Department of Health and Family Support for the purpose of auditing our program. In any reports, your data will be combined with data from other participants, and you will not be personally identified.

Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Total number of family members _____ **Number of family members served by program:** _____

The following information is requested to describe the race and ethnicity of program participants:

1. Is your family's ethnicity Hispanic or Latino: Yes No

2. Please check ALL race designations appropriate for your family:

White Black/African American Asian American Indian or Alaskan Native Native Hawaiian/Other Pacific Islander

Income:

4) First, check the box below next to the line that describes the total number of persons in your family.

5) Next, check the income level under that line that describes your total family income.

1 person in family

- Less than \$17,650
- \$17,650 to \$29,400
- \$29,400 to \$45,100
- More than \$45,100

3 persons in family

- Less than \$22,700
- \$22,700 to \$37,800
- \$37,800 to \$58,000
- More than \$58,000

5 persons in family

- Less than \$27,250
- \$27,250 to \$45,400
- \$45,400 to \$69,600
- More than \$69,600

7 persons in family

- Less than \$31,250
- \$31,250 to \$52,100
- \$52,100 to \$79,900
- More than \$79,900

2 persons in family

- Less than \$20,200
- \$20,200 to \$33,600
- \$33,600 to \$51,550
- More than \$51,550

4 persons in family

- Less than \$25,200
- \$25,200 to \$42,000
- \$42,000 to \$64,400
- More than \$64,400

6 persons in family

- Less than \$29,250
- \$29,250 to \$48,750
- \$48,750 to \$74,750
- More than \$74,750

8 persons in family

- Less than \$33,300
- \$33,300 to \$55,450
- \$55,450 to \$85,050
- More than \$85,050

I certify that the information on this form is accurate and complete.

Signed by Participant: _____ **Date:** _____

Warning: Section 1001 of Title 18 of U.S. Code makes it a criminal offense to make false statements or misrepresentations to any Department or Agency of the U.S. as to matters within its jurisdiction.

Attachment B FULL APPLICATION

For applicants accepted to submit a full application, please follow the directions below.

Preparation of the Application

Application requirements are detailed below. All pages must be consecutively numbered. Check budget numbers for mathematical accuracy.

Provide the **original and six (6) copies** of your application. You need to submit only **one** set of the administrative and financial documents required.

Your completed application packet to be submitted in hard copy must include:

- Completed cover sheet (Attachment B, Appendix 1) with a copy attached to each copy of the proposal. (form provided on-line)
- Project narrative (maximum 5 pages) (template available on-line)
- Project Budget and budget narrative (maximum 3 pages) (template available on-line)
- Completed Logic Model (Attachment B, Appendix 2; maximum 1 page) (template available on-line)
- Other relevant documents in support of your proposal (appendices are discouraged unless they specifically relate to your proposal, e.g. job descriptions for positions to be funded).
- Required administrative documents as detailed on the cover sheet (one set only)

PROJECT NARRATIVE

Instructions: limit 5 pages, 1 inch margins, at least 12 point font, single-spaced acceptable.

The following outline, sentence introductions, and questions are suggestions for content, not required text. HOWEVER, PLEASE RESPOND TO CRITERIA IN THE ORDER PRESENTED BELOW WITHIN YOUR NARRATIVE. The *italicized* notes in brackets will help identify information that will correspond to headings on your logic model. Delete all instructions and text suggestions before submission.

PROJECT ABSTRACT

Briefly describe the proposed project, including proposed goal(s) of program/activity, description of proposed population to be served (age range, gender, cultural group, geographic area, other eligibility requirements; number to be served annually), and description of proposed services or activities to be funded through this grant.

PROJECT GOAL(S)

Provide a one-sentence summary of what the project is designed to accomplish.

[This description corresponds to Project Goal identified on the logic model.]

STATEMENT OF NEED

Describe how the community (or a specific population) needs (or will benefit from) the proposed project.

What specific health-related issue(s) will be addressed?

Describe the extent to which the target population for this proposal experiences a disparity relative to other groups in terms of poor health status or access to health services or resources.

(How the project is intended to reduce the disparity should be addressed under the section "Addressing Health Disparities or Inequities" below.)

DESCRIPTION OF MINNEAPOLIS RESIDENTS TO BE SERVED

The activities are designed to serve (men, women, children, adolescents) between the ages of XX and XX.

If the activities target a specific cultural group or groups, identify those populations.

If the activities target a specific neighborhood or community identify that area. Please provide specific addresses where services will be provided.

Estimate how many individuals and/or families will be served by different components of the funded project, or by the project as a whole. Please include how this number was determined.

[The number of participants and the services they receive will be listed in the Outputs column in the logic model.]

DESCRIPTION OF PROJECT ACTIVITIES AND TIMELINE

Provide a clear description of the project activities, such as outreach and recruitment, education or training, assistance with locating needed resources, health-related services, etc.

Identify the time period over which specific activities will take place.

Explain how the activities will achieve the project goal.

Explain how the proposed activities are feasible within the allocated resources.

Complete logic model to demonstrate how inputs, activities, outputs & outcomes are linked

(Although the budget covers only Year 1 of the project, you may describe Year 2 activities to the extent they build on rather than repeat Year 1 activities.)

[The activities will be listed in the Activities column in the logic model. The product of these activities, such as outreach or educational materials, will be listed as Outputs column in the logic model.]

STRENGTH OF EVIDENCE FOR SELECTED APPROACH

Why were these particular approaches selected? Does research or literature document their effectiveness (provide citations if available)? What evidence supports that the proposed approach is appropriate for the intended target population? Have these approaches been tried elsewhere and been found to be effective?

ADDRESSING HEALTH DISPARITIES OR INEQUITIES

How will the proposed project address the identified specific health disparity or inequity between the target population and other groups?

FAMILY INVOLVEMENT AND SUPPORT

Describe the extent to which the program will involve families rather than just individuals. Identify any barriers to or reasons for not including families in some or all activities.

[The number of individuals and families involved in different project components will be included in the Outputs column in the logic model.]

CULTURAL COMPETENCE

Culturally competent proposals must clearly identify the target community(ies) to be served and should illustrate how the proposed activities, including outreach, will be culturally tailored. Applicants need to demonstrate their ability to reach the populations they propose to serve through a description of their track record with the targeted community. Describe the cultural competencies of the project staff who will deliver services relative to the needs of your target population. How does your agency ensure cultural competence of all agency staff, as well as the board?

INVOLVEMENT OF CLIENTS IN PROGRAM DEVELOPMENT AND IMPLEMENTATION

Describe how your agency generally ensures that its clients and/or community representatives are involved in program development and implementation. How will client involvement in decision-making be assured specifically for the proposed project?

[Specific client involvement activities may be listed in the Resources/Inputs column in the logic model.]

INTERGENERATIONAL RELATIONSHIPS

Proposals should clearly describe how the proposed activities will create community & foster intergenerational relationships between youth & adults (multicultural or culturally-based)

EXPAND STREET LEVEL OUTREACH

Youth proposals should clearly describe how they will conduct outreach, including door-to-door strategies, in order to engage families and re-connect youth exhibiting risky behavior with quality education and employment opportunities. Senior proposals should clearly describe how they will connect with those most isolated and vulnerable, including culturally diverse and linguistically isolated populations.

ORGANIZATIONAL CAPACITY AND EXPERIENCE

What previous experience does your agency have in delivering the proposed services or activities to the proposed target population? Describe the achievements or challenges encountered in undertaking similar projects. How were challenges overcome?

Describe the achievements or problems encountered in undertaking similar projects.

Describe the qualification of the project director and other key staff.

Identify the project staff that live in the project service area.

Describe grant management experience, including examples of similar grants that your organization has received or managed?

[The staff involved in the project will be included in the Resources/Inputs column in the logic model.]

MONITORING PROGRESS AND MEASURING OUTCOMES

How will you know that your project is meeting its performance objectives? How will you measure activities such as recruitment or retention of program participants? How will you know that your services or activities were beneficial to the recipients?

[The program achievements by quarter or year will be identified in the Outcomes column on the logic model.]

How and when will data be collected and tracked? Who will analyze and summarize the results?

What difficulties do you anticipate with the proposed project, and how would you address them?

Do you anticipate any areas in which you may need technical assistance in order to implement your proposed project successfully? What specific needs does your staff or organization have (for example, budget management, data collection or evaluation, assistance with CDGB eligibility requirements)?

FOR AGENCIES APPLYING TO PROVIDE SENIOR SERVICES

State laws require the reporting of abuse or neglect of vulnerable adults by persons providing health or social services. Towards that end agencies must have in place procedures for training employees and volunteers with respect to the identification and reporting of abuse or neglect in vulnerable seniors.

Please describe your agency's policies and procedures for training and performance monitoring with respect to these requirements.

BUDGET AND BUDGET NARRATIVE

[1-page limit; retain headings and delete instructions]

YEAR 1 BUDGET, MAXIMUM \$75,000 TOTAL PROJECT COSTS (Year 2 budget not required)

PERSONNEL	Role on project	Base salary or annual wage	% time on project*	Salary/wages charged to project
Name 1 (or "To be named")	Project Director	\$0		\$0
Name 2		\$0		\$0
Name 3		\$0		\$0
Name 4		\$0		\$0
Name 5		\$0		\$0
TOTAL SALARY/WAGES				\$0
FRINGE BENEFITS				\$0
TOTAL PERSONNEL COSTS				<u>\$0</u>
OTHER EXPENSES [categories below may be modified as needed]				
Mileage				\$0
Supplies				\$0
Printing				\$0
Postage/courier				\$0
Space costs				\$0
Other (specify)				\$0
Other (specify)				\$0
TOTAL OTHER EXPENSES				<u>\$0</u>
CONTRACTUAL COSTS (INCLUDING CONSULTANTS)				
Contract 1				\$0
Contract 2				\$0
TOTAL CONTRACTUAL COSTS				<u>\$0</u>
TOTAL DIRECT COSTS		(sum of Total Personnel, Total Other Expenses, and Total Contractual)		<u>\$0</u>
ADMINISTRATIVE COSTS		(not to exceed 10% of Total Direct Costs)		<u>\$0</u>
TOTAL PROJECT COSTS		(sum of Total Direct Costs and Administrative Costs)		<u>\$0</u>

Note: Add or delete lines as needed.

YEAR 1 BUDGET NARRATIVE

[2-page limit; retain headings and delete instructions]

PERSONNEL (SALARY/WAGES)

For all individuals funded by the grant, describe their role on the project and their qualifications for this role. If an individual is to be hired for the project, describe the qualifications sought for the position. Justify the time allocated to the project for each individual (e.g., explain why a full-time position is needed, or a quarter-time position is adequate, to accomplish the assigned responsibilities).

*If applicable, please note % time of bi-lingual staff.

FRINGE BENEFITS

For the amount provided in the table, indicate whether the calculation was based on an across-the-board fringe benefits rate used by your agency (e.g., 25% of salary), or whether it was computed based on actual fringe costs for each individual. Identify what benefits are included (e.g., health insurance, dental insurance, life or disability insurance, FICA, pension, etc.)

OTHER EXPENSES *(Modify subheads to match subheads used in budget table.)*

Mileage *Describe the purpose for the travel; provide the numbers of miles and mileage rate used.*

Supplies *Describe the supplies and their applicability to the project.*

Printing *Estimate costs for printing or photocopying and explain how the amount was derived.*

Postage/courier *If mailing costs are expected to be more than a minimal amount, provide an explanation for the amount requested.*

Space costs *If agency space will be charged to the grant, explain how the percentage of overall space allocated to the project was determined. If new space will be rented for the project, identify the location and monthly charge.*

Other (specify) *Add an explanation for any other categories identified in the budget table.*

CONTRACTUAL COSTS

Identify any subcontractors that will be used for the project. Identify how they were or will be selected, and their qualifications and experience relative to the proposed project. Summarize the breakdown of contract costs by personnel (salary/fringes), fringe benefits, and other costs. If you using consultants, specify the hourly rate and the numbers of hours allocated.

ADMINISTRATIVE COSTS

Specify the rate used (not to exceed 10% of the total direct costs) and indicate what agency costs are covered by the rate.

Other Budget Information:

Applicants should refer to the OMB Cost Circular that applies to their organization when completing their budget:

State, Local and Indian Tribal Governments- OMB Circular A-87

Educational Institutions- OMB Circular A-21

Non-profit Organizations- OMB Circular A-122

Available at www.whitehouse.gov/omb/circulars_default

Commercial Organizations- Federal Acquisition Regulation (FAR) Subpart 31.2

<https://www.acquisition.gov/FAR/current/html/Subpart%2031.2.html>

Attachment B, Appendix 1
MINNEAPOLIS DEPARTMENT OF HEALTH AND FAMILY SUPPORT
PROPOSAL COVER SHEET
YEAR 37 (20011) CDBG PUBLIC SERVICE FUNDS

Name of Applicant Agency:

Address:

Telephone Number:

Fax Number:

Contact Person Name and Title:

Telephone Number:

E-mail address:

Year 1 Amount Requested:

\$ Amount Requested (not to exceed \$75,000)

Funding Priority:

Youth Violence Prevention

Parent Support Program

Rites of Passage Program

Sexual Health

Teen Pregnancy Prevention Program

HIV/STI Reduction Program

Senior Health and Independent Living

Assure health maintenance for underserved/vulnerable seniors

Provide programs that increase the ability of underserved and vulnerable seniors to live independently and be connected with others in their community to reduce social isolation (including those who are culturally or linguistically isolated).

Administrative Checklist:

Agencies are required to submit one set of the following administrative and financial documents (or provide an explanation as to why any of the documents cannot be provided):

Most recent audit and management letter (or financial statements for the past three years)

IRS determination letter (for 501(c)(3) not-for-profit agencies)

APPENDIX 2: LOGIC MODEL STRUCTURE*

Applicants are required to submit a logic model to include in their proposal for CDBG funds. A logic model is one common method that is utilized in project/program planning and improvement, which helps to illustrate the linkages between program components (i.e. activities) and outcomes.

A logic model typically involves the following components:

- Inputs: any resources or materials used by the program to provide its activities (i.e. money, staff, volunteers, facilities, equipment, supplies, etc.)
- Activities: any services or treatments provided by the program
- Outputs: any quantifiable products of a program (i.e. number of classes taught, number of people served, amount of educational materials distributed, number of hours of service delivered, etc.)
- Outcomes: any characteristics of the participants that, according to the theory and goals of the services, can be reasonably expected to change as a result of the participant's receiving services

Note: Outputs are different from outcomes. While outcomes describe the actual impact of a program on participants, outputs simply describe the amount of service that was provided to participants. Outputs are most often expressed in terms of number or amounts, such as the number of people who participated in an activity or the amount of service that was received.

Please complete the attached logic model template for your proposed CDBG project. Two sample logic models are attached as examples – a new project and an expansion project.

*** Modified from *Program Theories and Logic Models*. Wilder Research Center.**

Logic Model

Project Name:				
Project Goal:				
Project Timeframe:				
Resources/Inputs	Activities	Outputs	Outcomes	
<i>What will it take to make the project happen?</i>	<i>What will you do?</i>	<i>What will be the quantifiable results?</i>	<i>What are the important achievements of the project?</i>	
			<i>Quarterly</i>	<i>Annually</i>
<i>If we have these resources, then we can...</i>	<i>If we do these activities, then these results will follow...</i>	<i>If these results occur, then the project will have achieved...</i>	<i>If these important achievements take place, then the project goal(s) will be met...</i>	

Sample Logic Model

Project Name: Women's Training & Employment Program				
Project Goal: Participating women achieve economic self-sufficiency				
Project Timeframe: June 1, 2007-May 31, 2008				
Resources/Inputs	Activities	Outputs	Outcomes	
<i>What will it take to make the project happen?</i>	<i>What will you do?</i>	<i>What will be the quantifiable results?</i>	<i>What are the important achievements of the project?</i>	
			Quarterly	Annually
<ul style="list-style-type: none"> • Staff: .5 FTE teacher, 1 FTE job placement counselor • Space: Office & training space • Technology: Printer/copier • Materials/Other: Printing costs 	<p>Outreach & Selection</p> <ul style="list-style-type: none"> • Develop flyer describing project activities & eligibility requirements • Disseminate flyer to community agencies serving target population • Meet w/ community agency staff to discuss project • Select participants <p>Job Placement Services</p> <ul style="list-style-type: none"> • Develop/maintain job bank of potential employers and jobs in the community • Meet w/ prospective employers to discuss the project • Work w/ clients to obtain job interviews • Work w/ clients to prepare for job interviews 	<ul style="list-style-type: none"> • Flyer developed • Flyer disseminated to 20 community agencies • 10 meetings held w/ community agency staff • 30 participants selected <ul style="list-style-type: none"> • Job Bank maintained • 10 meetings w/ local employers • 30 participants receiving job placement assistance (interviews & resume writing) 	<ul style="list-style-type: none"> • Community agency staff have increased knowledge about the project <ul style="list-style-type: none"> • Participants have improved job seeking skills • Participants successfully apply for positions • Participants go on job interviews • More employers are willing to consider project participants for jobs 	<ul style="list-style-type: none"> • Community agency staff are actively making referrals to the project <ul style="list-style-type: none"> • Participants obtain full-time, paid employment • Participants stay employed for at least a year
<i>If we have these resources, then we can...</i>	<i>If we do these activities, then these results will follow...</i>	<i>If these results occur, then the project will have achieved...</i>	<i>If these important achievements take place, then the project goal(s) will be met...</i>	

Sample Logic Model

Project Name: Women's Training & Employment Program				
Project Goal: Expanding women's economic self-sufficiency program to teen mothers				
Project Timeframe: June 1, 2007-May 31, 2008				
Resources/Inputs	Activities	Outputs	Outcomes	
<i>What will it take to make the project happen?</i>	<i>What will you do?</i>	<i>What will be the quantifiable results?</i>	<i>What are the important achievements of the project? What will be different as a result of receiving CDBG funds to supplement existing funds?</i>	
			Quarterly	Annually
<ul style="list-style-type: none"> Staff: .5 FTE teacher, 1.5 FTE job placement counselor Space: Office & training space Technology: Printer/copier Materials/Other: Printing costs 	<p>Outreach & Selection</p> <ul style="list-style-type: none"> Adapt existing outreach materials to reach a new target group Introduce project at events targeting teen mothers Provide essential supports (i.e. transportation vouchers) for mothers to participate in project Select participants <p>Job Placement Services</p> <ul style="list-style-type: none"> Develop/maintain job bank of potential employers and jobs in the community Meet w/ prospective employers to discuss the project Work w/ teen mothers to obtain job interviews Work w/ teen mothers to prepare for job interviews 	<ul style="list-style-type: none"> Flyer developed Flyer disseminated to 20 community agencies which work with teen mothers 10 meetings held w/ community agency staff 20 participants selected <ul style="list-style-type: none"> Job Bank maintained 10 meetings w/ local employers 20 teen mother participants receiving job placement assistance (interviews & resume writing) 	<ul style="list-style-type: none"> Community agency staff who work with teen mothers have increased knowledge about the project <ul style="list-style-type: none"> Teen mothers have improved job seeking skills Teen mothers successfully apply for positions Teen mothers go on job interviews More employers are willing to consider project participants for jobs 	<ul style="list-style-type: none"> Community agency staff who work with teen mothers are actively making referrals to the program <ul style="list-style-type: none"> Teen mothers obtain full-time, paid employment Teen mothers stay employed for at least a year
<i>If we have these resources, then we can...</i>	<i>If we do these activities, then these results will follow...</i>	<i>If these results occur, then the project will have achieved...</i>	<i>If these important achievements take place, then the project goal(s) will be met...</i>	

Attachment C CDBG and Public Services Requirements

To provide CDBG for a public service, the service must be either

1. A new service; or
2. A quantifiable increase in the level of an existing service which has been provided by the City of Minneapolis or another entity on its behalf through local government funds (including CDBG) in the prior 12 months (April 15, 2010 for purposes of this RFP).

Ineligible Activities

1. Provision of income payments.
2. Political activities, lobbying, political advocacy.
3. CDBG may not be used for religious activities. However, CDBG may be used for eligible public services to be provided through a primarily religious entity, within certain parameters. Faith-based organizations are encouraged to apply if willing to adhere to these requirements. Their program will be evaluated on its merits and not on its religious or secular nature.

Documenting HUD National Objectives

CDBG-funded public service activities are typically categorized under a Low/Moderate-Income Benefit National Objective as either an Area Benefit or Limited Clientele Activity. The difference between the two types of benefit is whether the funded public service will be available to all residents of a low/moderate-income area, or to a particular group of low/moderate-income residents in the entire community.

All applicants will need to choose one of the following national Low/Moderate-Income benefit criteria methods and describe how applicant will measure, qualify or determine beneficiaries in their application.

Determining National Benefit qualification		
Issue for Consideration	If an Area Benefit Activity....*	If a Limited Clientele Activity...
<i>Who will the service be provided to?</i>	All residents of a majority low/mod area (i.e. primarily residential area with at least 51% low/mod residents)	A limited group of persons, either low/mod income eligible or <u>presumed</u> to be low/mod, regardless of where they reside
<i>Where will the service be provided?</i>	In a particular neighborhood (s)	Not specific; could be offered to more than one neighborhood or city-wide
<i>What are the income levels in the area where the service will be delivered?</i>	At least 51% of residents are low/mod income	Not applicable; eligibility based on clients served
<i>Project Documentation Required?</i>	<ul style="list-style-type: none"> • Maintain records of service area boundaries • Document residential nature • Document income characteristics of households in service area (Census-based) 	<ul style="list-style-type: none"> • Documentation and data concerning beneficiary family size and income • Have income-eligibility requirements which limit services to persons meeting low/mod income requirement, as evidenced by agency procedures, intake/application forms and other means-based documentation • Serve a group primarily <u>presumed</u> to be low/mod income: <ul style="list-style-type: none"> ✓ Abused children ✓ Battered spouses ✓ Elderly persons ✓ Severely disabled adults ✓ Homeless persons ✓ Illiterate adults ✓ Persons living with AIDS ✓ Migrant farm workers • Be of such a nature and in a location that it may be concluded that activity's clientele are low/mod income

Attachment D

General Conditions for Request For Proposals (RFP)

(Revised - 7/2010)

The General Conditions 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 the 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 the 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 363A, 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.

If required by the City, 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 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. 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 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, Minnesota Statutes Chapter 363A.

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.

6 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 \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 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 \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **CyberFlex Insurance or Technology Liability Insurance** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor's electronic data network, "firewall" or other security devices by hackers or others. 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 Contractor commences work, whichever is earlier.

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) day 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.

7 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 reasonable

attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through 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 Statutes, section 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.

8 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all certified small subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

9 Assignment or 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 written approval of the City Department Contract Manager designated herein.

10 General Compliance

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

11 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 Contract. 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.

12 Independent Contractor

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 Contractor shall at all times remain an independent contractor with respect to the work and/or 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 to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

13 Accounting Standards

The Contractor 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.

14 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

15 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 Contract. 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 names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

16 Inspection of Records

All Contractor records with respect to any matters covered by this Contract 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.

17 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (<http://www.ci.minneapolis.mn.us/procurement/Ch38LivingWage.pdf>). 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 Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

18 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.

19 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 (only for Contracts awarded using RFP).

20 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, available from the City.

21 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.

22 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City representative identified as the Contract manager in this contract and ask for an interpretation.

In so far as it relates to its relationship with the City created by this Contract, the Contractor agrees to comply with the City's Code of Ethics, as codified at Minneapolis City Code of Ordinances, Title 2, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with Title 2, Chapter 15 of that Ordinance as it related to their relationships between the City and the Contractor created by this Contract.

Compliance with the Code of Ethics by the Contractor will be in its potential role as an "interested person", "lobbyist" or "lobbyist principal" and not as a "local official" or "local employee" (except to the extent that a Contractor representative or member of its board of directors is already a City official or employee). It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

23 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract 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 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 Contract 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.

24 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.

25 Intellectual Property

Unless the contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

This section is modified when the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

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.

26 Equal Benefits Ordinance

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. 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.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf.

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

27 Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained in item 15 hereof for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

28 Small & Underutilized Business Program (SUBP) Requirements

The selected proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process. For more information on locating certified businesses you may contact the CERT web site at www.govcontracts.org or by calling 612 673-2112

Attachment E

Contract Conditions for Grant Funds

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.

I. 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.

II. General Federal and State Requirements

A. Section 504 of the Rehabilitation Act of 1973, (29 USC 794, et. seq.).

The Contractor agrees to comply with any federal regulations issued, which prohibits discrimination against the handicapped in any federally assisted program.

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. Endangered Species Act of 1973 (7 USC Section 136, 7 USC Section 460 et. seq.) The Contractor agrees that no funds provided under this Contract shall be used so as to cause harm to threatened or endangered plants or animals.

D. Fair Labor Standards Act of 1938, as amended (29 U.S.C. section 201 et. seq.). The Contractor shall comply with the Fair Labor Standards Act and regulations promulgated there under.

E. The Age Discrimination Act of 1975 (42 USC 6101), as amended, which prohibits discrimination of age in programs or activities receiving federal financial assistance.

F. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment.

G. Title IX of the Education Amendments of 1972 (20 USC 1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs.

H. Title VI The Civil Rights Act of 1964 (42 USC 200d), as amended by the Equal Employment Opportunity Act of 1972 which prohibits discrimination on the bases of race, color and national origin, and applies to any program or activity receiving federal financial aid, and 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. Section 701-708 and regulations promulgated at 45 CFR Part 76, Subpart F which require each grantee or subgrantee (an "employer") to publish a statement to employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employer's workplace and to certify that the employer has otherwise complied with the

drug free workplace requirements contained in 45 CFR Part 76, Subpart F. Sections 76.630 (c) and (d)(2) and 76.645(a)(1) and (b).

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

- **Executive Order 12291 – Regulations**
- Executive Order 12259 - Leadership and Coordination in Federal Housing Programs
- Executive Order 12612 - Federalism
- 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.
- 29 CFR Part 37 – Implements Workforce Investment Act of 1998.

K. Certification Regarding Lobbying. Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:
The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 1) **NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.**
- 2) **IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.**

- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

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

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

BY: _____

TITLE: _____

FOR: _____

(Organization)

L. Certification Regarding Debarment. Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement: The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 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

M. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order 11246 "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR 60 "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

N. American Recovery and Reinvestment Act of 2009 (ARRA) Special Requirements.

- (1) Title IX, Government Accountability Office
 - (a) Contract Provision – Each Contract awarded using ARRA funds shall provide in addition to City and State Auditor rights to review records, a right of the U.S. Comptroller General to review and examine records pertaining to the Contract.
 - (b) Access to Records and Interview Officers and Employees – The U.S. Comptroller General may: (i) examine any records of the Contractor or any of its subcontractors that directly pertain to or involve transactions that relate to the Contract or any subcontract; and (ii) interview any officer or employee of the Contractor or any subcontractor regarding the Contract.
- (2) Title XV, Accountability and Transparency
 - (a) Employment Reporting – The Contractor will provide to the City all estimates of and actual counts of the number of the Contractor's and all Subcontractors

employees or independent contractors employees on a project funded in whole or in part with ARRA funds. Furthermore, the Contractor shall comply with any requests for employment, economic growth or other requested economic data so as to permit the City to comply with regulations and guidelines promulgated by the Office of Management and Budget (OMB), the U.S. Secretary of Treasury, and any inspector general of the U.S. department responsible for providing ARRA funds for the project.

- (b) Access to Records of Contractor, Grantee, Subcontractor or Subgrantee – Any representative of an inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized to: (i) examine any records of the Contractor or Grantee, and any Subcontractor or Subgrantee, that pertain to, and involve transactions relating to the Contract, Grant, Subcontract or Subgrant; and (ii) interview any officer or employee of the Contractor, Grantee or Subcontractor or Subgrantee.

(3) Title XVI, General Provisions

- (a) Buy American – Projects involving the construction, alteration, maintenance or repair of a public building or public infrastructure shall use iron, steel and manufactured goods produced in the United States.
- (b) Buy American Waiver – The appropriate U.S. department or agency may waive the “Buy American Requirement” if the requirement is: (i) inconsistent with the public interest; (ii) iron, steel and manufactured goods are produced in the United States in sufficient quantities; or (iii) the use of iron, steel and manufactured goods produced in the United States will increase the cost of the project by more than 25 percent.
- (c) Wage Rate Requirements – All laborers and mechanics employed by contractors or subcontractors employed on a project funded in whole or in part with ARRA funds shall be paid the prevailing wage in the City as determined by the U.S. Secretary of Labor.

Part III-CDBG (Community Development Block Grant Funds), ESG and HOME Special Conditions

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

“Section 3” Clause - Compliance with the provisions of Section 3 regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Contractor and any subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Contractor further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Contract: “The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from the U.S Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.” The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

“Section 3” Notifications - The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

“Section 3” Subcontracts - The Contractor will include the "Section 3" clause in every subcontract for work in connection with this contract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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.

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:

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

- Section 3 Of The Housing And Urban Development Act Of 1968.
- 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)).
- 24 CFR Part 85 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State, Local And Federally Recognized Indian Tribal Governments.

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.

Davis Bacon Applicability – 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 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 \$10,000, 29 CFR Section 5.a.3.

Reversion of Assets - The agreement shall specify that upon its expiration the sub-grantee shall transfer to the grantee (City) 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:

- (i.) 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 grantee; or
- (ii.) Not used in accordance with paragraph (i.) of this section, in which event the sub-grantee 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 grantee. (No payment is required after the period of time specific in paragraph (i.) of this section.)