

# Request for Proposals

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City of Minneapolis  
Office of Community Safety  
Department of Neighborhood Safety

## 2023 Blueprint Approved Institute

RFP 2023-02 / Event # 0000002373 Issue Date: January 30, 2023

**Proposals Due by: 12:00 p.m. Tuesday, February 21, 2023**

January 30, 2023

To prospective applicants,

Attached is a Request for Proposal (RFP) for the ninth cohort of the “Blueprint Approved Institute” (BPAI). BPAI helps a select number of agencies to build capacity through monthly community trainings on issues relevant to youth violence prevention and general organizational capacity.

As part of BPAI, participating agencies will receive \$5,000 to support their organization’s capacity, as well as a \$5,000 micro-award to implement a violence prevention project, for a total award amount of \$10,000. Selected agencies will be eligible to send up to two individuals to participate in the cohort.

Please review the RFP for details and consider applying for providing these services if your organization meets the qualifications and would like to be considered. A pre-application virtual meeting (via Microsoft Teams) will be held on Tuesday, February 7, 2023 @ 2:00 p.m. A dial-in option will be available.

The completed application is due no later than 12:00 p.m. on Tuesday, February 21, 2023. Thank you for your consideration.

Sincerely,



Josh Peterson  
Interim Director, Neighborhood Safety

If you have questions about this material or need it in an alternative format, please contact the Health Department at 612-673-2301 or email [health@minneapolismn.gov](mailto:health@minneapolismn.gov). People who are deaf or hard of hearing can use a relay service to call 311 at 612-673-3000. TTY users call 612-263-6850.  
Para asistencia, llame al 612-673-2700 - Rau kev pab 612-673-2800 - Hadio aad Caawimaad u baahantahay 612-673-3500.

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# REQUEST FOR PROPOSALS

## 2023 Blueprint Approved Institute

### 1. INVITATION / PROGRAM OVERVIEW

The Minneapolis Department of Neighborhood Safety (DNS) is releasing a request for proposal (RFP) to participate in the 2023 cohort of the “Blueprint Approved Institute” (BPAI) Fellowship. The intent of the BPAI Fellowship is to build the capacity of agencies working in violence prevention through training on topics such as budgeting, grant development or fundraising, organizational structure, evaluation, use of evidence-based programs, etc.

The BPAI Fellowship supports a select number of agencies to build additional capacity through group and individual training sessions, individualized capacity-building, and a micro-award to be used on violence prevention programming. Selected agencies will be eligible to send up to two individuals to participate in the cohort. The cohort will run from March until the end of September 2023 (see specific dates later in this document).

### 2. ELIGIBILITY

For-profit and non-profit organizations, neighborhood associations, faith-based organizations, business associations, and any other agency that serves Minneapolis residents, adheres to the program requirements, and meets City of Minneapolis contract requirements are eligible to apply.

These requirements also include meeting the City’s insurance requirements, which may include Worker’s Compensation insurance and auto insurance (if applicable). ***Proof of Commercial General Liability insurance is required at the time of contracting.*** To be eligible to apply, agencies must also:

- Not have been a prior BPAI participant (unless there is significant leadership turnover)
- Have an operating budget of less than \$100,000 a year (per program)
- Have violence prevention as a focus area of work that is community-led
- Require additional capacity building to meet community needs
- Serve Minneapolis residents at greatest risk of perpetration or victimization of violence

### 3. PRE-PROPOSAL VIRTUAL MEETING

A pre-proposal virtual meeting will be held at 2:00 p.m. on Tuesday, February 7, 2023. To access the meeting, [you can use this link](#). You can also call into the meeting (audio only) at 612-276-6670 (conference ID number: 240 620 135 122# and passcode: fz4wYX.) We encourage you to join the meeting a few minutes early to ensure you’re connected on time. While participation in the meeting is not required, it is encouraged for all organizations considering responding to this RFP. It will be the only opportunity to ask questions directly of staff. A summary of the questions and answers from the conference call will be posted as an addendum to the RFP in the e-supplier portal:

E-supplier Portal: <https://comet-fs.ci.minneapolis.mn.us/psc/supplier>

### 4. PROPOSAL FORMAT / APPLICATION INSTRUCTIONS

**Please submit all documents as ONE PDF** in the following order when uploading to the eSupplier system.

- A. **COVER SHEET:** Complete the proposal cover sheet (Attachment B), including contact information, Federal ID number, and DUNS number or Unique Entity Identifier UEI number





(see <https://sam.gov/content/duns-uei> for more information and to obtain your UEI).

- B. **PROJECT NARRATIVE:** A maximum of three pages using 12pt font singled spaced, can be submitted for review by the City of Minneapolis. Please note that the applicant’s cover sheet and supplemental materials will not be counted toward the page limit. The application MUST detail the names of all persons applying; the applicant’s location and general contact information; a LIST OF ALL primary contact(s); and answers to application questions.

**5. PROPOSAL SUBMISSION INSTRUCTIONS: Completed Blueprint Approved Institute applications are due no later February 21, 2023, at 12:00 p.m. via the City’s eSupplier portal.**

To access the eSupplier Portal, visit <http://www2.minneapolismn.gov/finance/procurement/eSupplier> and click or tap on the “Use The Portal” link. Instructions on how to sign up in the eSupplier portal are below.

- **Paper and mailed applications will not be accepted; please do not mail or drop them off to the City of Minneapolis Health Department. They will not be accepted.**
- **Proposals received after the deadline will not be considered.**
- **Submit all documents as ONE PDF when uploading to the eSupplier system.**

<p>1. To access the eSupplier Portal, visit <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> and click or tap on the “Access eSupplier Portal” link:</p>	<ul style="list-style-type: none"> <li>• <b>Access the eSupplier portal</b> </li> </ul>
<p>2. If you are not already a city supplier, you will need to first register as a bidder. You can do this by following the “Use the Portal” link described above and then clicking on the “Bidder/Payee Registration” tile to register:</p>	<p style="text-align: center;">Bidder/Payee Registration</p>  <p style="text-align: center;">View Registration Options.</p>
<p>3. Click Register Now</p>	
<p>4. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the “Forgot Password” tile to enter your User ID and a new password will be emailed to you.</p>	<p style="text-align: center;"><b>Forgot Password</b></p> 
<p>5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at <a href="http://minneapolismn.gov/finance/procurement/eSupplier">http://minneapolismn.gov/finance/procurement/eSupplier</a> by clicking or tapping on the link, “How to use eSupplier”:</p>	<ul style="list-style-type: none"> <li>• <b>How to use eSupplier</b></li> </ul>
<p><i>If you need further assistance with eSupplier;</i></p> <ul style="list-style-type: none"> <li>• <i>EMAIL (subject line: eSupplier help) - eProcurement@minneapolismn.gov</i></li> <li>• <i>PHONE: 612-673-2311</i></li> </ul>	

**6. PROPOSAL REVIEW PROCESS**

Proposals will be reviewed by an evaluation team made up of City of Minneapolis staff and external community reviewers.

Evaluation of proposals will be based on the information requested in Attachment C - “PROJECT NARRATIVE QUESTIONS.”

Evaluation may also incorporate:

- Quality, thoroughness, and clarity of proposal
- How well the experience/expertise of the agency meets the project needs

At any time during the process, MHD may elect to contact applicant agencies with requests for clarification, an interview with agency personnel, or a presentation on the proposed project to aid in the selection process, or other items or information.

The recommendation(s) of the external reviewers will be considered by OVP staff and Commissioner-level leadership from the City. Staff may submit recommendations to City Council for final approval to enter into contracts as required by City policies and procedures. Any recommendations to Commissioner-level leadership from the City, submissions to City Council, and/or final decisions to enter into contracts may take into account additional logistical considerations related to the number of funded agencies and other factors. Application rating and/or an initial recommendation for funding will not necessarily guarantee funding.

**7. KEY DATES**

RFP Release	Monday, January 30, 2023
Pre-proposal virtual meeting	Tuesday, February 7, 2023; 2 p.m.
Submit questions regarding the RFP by	Monday, February 13, 2023; 5 p.m.
Responses to questions posted by	Thursday, February 16, 2023; 2 p.m.
RFP Applications due	Tuesday, February 21, 2023; 12 p.m.
Award Recipients Announced on or before	Monday, March 6, 2023; by 5 p.m.
Initial Cohort Meeting/Orientation/Contracting Requirements (additional training dates/topics are listed later in this document)	Thursday, March 16, 2023; 9:30 a.m. – 11 a.m.

**8. QUESTIONS ABOUT THIS REQUEST FOR PROPOSALS (RFP)**

Prospective responders shall direct inquiries/questions in writing only to:

Department of Neighborhood Safety: [violenceprevention@minneapolismn.gov](mailto:violenceprevention@minneapolismn.gov)  
Subject Line: 2023 Blueprint Approved Institute RFP Question

All questions are due no later than 5 p.m. on Monday, February 13, 2023. Responses to the Questions will be sent as an addendum to the RFP on Thursday, February 16, 2023 by 2 p.m. on the eSupplier portal at: <http://www2.minneapolismn.gov/finance/procurement/eSupplier>, click on “Access the eSupplier portal”

**9. CONTRACT:**

The contracting parties will be the City of Minneapolis and the Agency/Agencies selected to provide the services as described herein. A contract budget will be devised and confirmed at the time of contract

negotiation. The selected proposal(s), along with the RFP and any counter proposal(s) will be incorporated into a formal agreement(s) after negotiations. All proposed activities incorporated into the contract will need to be approved by City staff in consultation with the City Attorney's Office. It is the intent of the City to award a contract(s) for a term of one year.

**10. REJECTION OF PROPOSALS:**

The City does not promise to accept the lowest cost proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any vendor, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any vendor, or to proceed to do the work otherwise. Incomplete proposals and proposals not sufficiently detailed or not in acceptable form may be rejected by the City.

**11. ADDENDA TO THE RFP/SUPPLEMENTAL INFORMATION:**

If any addendum is issued for the RFP, it will be posted as an attachment to the RFP package in the eSupplier portal. The City reserves the right to cancel or amend the RFP at any time.

**12. DATA PRACTICES:**

Data you provide in response to this RFP will be subject to the Minnesota Government Data Practices Act and may be available to the public. Minn. Stat. 13.591 classifies Business Data and subdivision 3 specifically addresses data submitted in response to an RFP. If you are submitting specific data which you believe meets the definition of trade secret data as defined in Minn. Stat. 13.37, please indicate this on the documents containing the data. The City may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. 13.37, subdivision 1(b).

## ATTACHMENT A SCOPE OF SERVICES

### A. Background

BPAI is a capacity-building initiative aimed at strengthening community-based agencies' ability to deliver effective and community-driven violence prevention work. This is achieved through trainings, demonstration project funding, hands-on technical support, and establishment of a peer network. The long-term vision of this practice is to reduce rates of violence and decrease existing racial and economic disparities within Minneapolis.

The institute is overseen by the Minneapolis Department of Neighborhood Safety, with the belief that building the capacity of agencies and individuals working in violence prevention is an important task to increase the effectiveness of Minneapolis communities and residents to prevent and respond to violence. We believe the programming provided by community-based agencies is critical and provides residents with opportunities to engage in safe and peaceful prosocial activities.

### B. Requirements

If accepted to participate in the cohort, agencies will complete seven sessions (plus an additional orientation meeting), practicing skills with other similar organizations to build capacity around organization development and programmatic skills (e.g. grant writing skills, budget planning, program evaluation). As a condition of the grant, each agency will be required to attend these sessions each month and can send up to two representatives as attendees. Throughout the Institute, agencies will receive technical assistance related to designing their activity and/or program. Participants will also be engaged in a peer network with their fellow participants.

### C. 2023 Institute Schedule (dates may be subject to change)

Date	Milestone
March 16	Initial Cohort Meeting/Orientation/Contracting Requirements
March 30 (in person)	Building Cohort relationships and Intro to Self-Care (In Person, all together)
Group A: April 13 Group B: April 20	Telling Your Story Storytelling and Grant Writing Tools (Virtual)
Group A: April 27 Group B: May 4	Non-profit Start Up Basics (Virtual)
May 11 (in person)	Leadership Bootcamp (In person, all together)
Group A: May 25 Group B: June 1	Program Design and Mapping (Virtual)/Budget Building
Group A: June 8 Group B: June 15	Budget Building (Virtual)/Evaluation Basics
September 14 (in person)	Review summer programming/data interpretation/Celebration!

#### Meeting Times and Training Topics

Sessions will be held approximately every other week on Thursday mornings (see exact dates in table) and will run for two hours (9:30 am-11:30 am with a 10-minute break). For those accepted to the fellowship, you will be assigned to a group based on your years of experience. Those organizations in existence for three year or less will be assigned to Group A. Those with 3+ years' experience will be



assigned to Group B. Materials will be provided electronically and via US Postal Service. Topics are subject to change based on group interest and emerging needs expressed in site visits.

#### **Site Visits and Coaching (One on One's)**

As a part of the fellowship, BPAI participants will have the opportunity to participate in a pre-and post-learning session with a member of the BPAI facilitation team. The session will focus on identifying one area of growth the Fellow would like to move towards in their role or organizationally. There will be options for a midpoint check in, as well as a final check out where the Fellow can articulate and celebrate their progress.

#### **BPAI Open Workshops**

BPAI Fellows will be invited to up to six opportunities to share resources, make connections, and work with new or review content. These 2-hour workshops will be presented by topic experts and focused on areas of interest identified by Fellows and program alumni. 2023 focus will look at topics including but not limited to: self-care, building a Board of Directors, HR 101, building a fund development plan, working with volunteers, emergent legal issues, keys to collaboration, technology seminars (how to use different kinds of technology), as well as refreshers on budgets, grant writing, and leadership.

### **D. Funding**

Agencies will receive a total award amount of up to \$10,000. This award will be broken down into two installments: up to \$5,000 will be paid for capacity-building work (which can be invoiced for at the completion of the training component) and up to \$5,000 will be a micro-award to fund violence prevention programming.

#### **Capacity Building funds:**

- May include (but is not limited to): conferences, trainings, professional development, and consultant work;
- Subject matter can build on trainings or topics relevant to the agency;
- Capacity building must enhance agency's ability to provide quality violence prevention programming;
- Must be approved by City staff

#### **Funds paid out for the violence prevention micro-award may be used for:**

- Supplies and/or materials
- Printing and/or copies
- Healthy food and/or clothing if serving public purpose doctrine (these costs will be subject to further staff consideration)
- Educational activities or tools
- Salaries, stipends, honorariums, and/or outreach expenses if serving public purpose doctrine (these costs will be subject to further staff consideration)
- Other violence prevention-related items agreed to by City staff

**Ineligible costs include:** purchase of equipment like computers, monitors, printers, fax machines, telephones, or similar equipment; activities that occur before the execution or after the expiration of the program; or any activity that does not serve to further the goal of BPAI while positively engaging with Minneapolis residents.

**All funding provided for projects will be given as a reimbursement for actual costs and expenses incurred in the conduct of the agency's project.** All costs must be documented and accounted for by the agency. Agencies receiving funding must be able to provide the City with receipts for all purchases made with award funds as well as evidence of staff time requested under this application.

**ATTACHMENT B  
PROPOSAL COVER SHEET**

<b>Agency Information</b>	
Name of Agency:	
Agency address:	
Phone:	
Website:	
Agency UEI # (see <a href="https://sam.gov/content/duns-uei">https://sam.gov/content/duns-uei</a> for more information and to obtain your UEI):	
2022 Budget or Total Expenses:	
Mission Statement (if applicable):	
Applicant Name:	
Title:	
Phone:	
Email Address:	

**ATTACHMENT C**  
**Project Narrative Questions**

**Please submit all documents for this RFP as ONE PDF when uploading to the system.**

A maximum of three pages using 12pt font singled spaced, can be submitted for review by the City of Minneapolis. Please note that the applicant's cover sheet and supplemental materials will not be counted toward the page limit. The application MUST detail the names of all persons applying; the applicant's location and general contact information; a LIST OF ALL primary contact(s); and answers to application questions.

1. What does your organization do in the community? Tell us about your mission or vision, a little about the program(s) you provide, where you deliver those programs and who you serve.
2. How many years has your organization been in existence?
3. How does your agency fulfill its goal to prevent or reduce violence in Minneapolis? Please give some examples of your work and how your organization approaches violence prevention.
4. Please describe how participation as a fellow in the Blueprint Approved Institute will benefit you. What skills do you hope to improve? (Examples might include budgeting, grant development or fundraising, organizational structure, evaluation, use of evidence-based programs, etc.)
5. Organization Info
  - a. Please check the box next to the skills that would most benefit you:
    - Program Design/Development
    - Community Engagement/Forming Partnerships
    - Fund Development/Grant Writing
    - Creating a program budget
    - Survey Design
    - Focus Group Facilitation
    - Creating a program evaluation
    - Volunteer management/background checks
    - Communications & Marketing (social media/website design/blog posts)
    - How to become a 501(c)(3)
    - Board Organization
    - Data Analysis
    - Other: (please list below)
  - b. How many paid staff do you have?
    - 0
    - 1-3
    - 4-6

- More than 6
- c. How many unpaid staff or volunteers do you have?
- 0
  - 1-3
  - 4-6
  - More than 6
6. **Regular attendance for the duration of the institute is required to receive full funding and it's crucial that your agency is represented at every training.** Excused absences will be allowed on a case-by-case basis. Training accommodations will be considered for accepted BPAI fellows.
- I certify that our organizational budget is less than \$100,000/year for the program we are applying for.
  - Check this box to certify that you can make the necessary time commitment related to BPAI trainings and events (approximately one training/meeting per month from February-September).
  - I would be interested in a Site Visit/Coaching Hours and Goal Setting Session
7. Please attach any program materials that would help the selection committee better understand your work. This could include brochures, newspaper articles, presentation outlines/PowerPoints, etc.

**ATTACHMENT D  
TERMS AND CONDITIONS FOR RFP**



**City of Minneapolis**

**Standard Contract Form**

(For Professional Services Contracts up to \$175,000)

**City Contract Number** (Assigned by the City Contract Management Office): \_\_\_\_\_

**City Department responsible for the Contract:**

**I. CONTRACT**

THIS CONTRACT is made between the City of Minneapolis, a Minnesota municipal corporation and a home rule charter city, referred to as the "City" and \_\_\_\_\_, referred to as the "Consultant," for \_\_\_\_\_ services to be provided under the terms of this agreement (the "Contract").

**II. SCOPE OF SERVICES**

The Consultant agrees to perform the following services for the City:

Include a detailed description of services/deliverables expected under this contract.

**III. COMPENSATION**

The Consultant shall be compensated as follows:

Include the rate and milestones at which the contractor will be paid

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed \$ \_\_\_\_\_. The Consultant shall submit itemized invoices for services rendered. The City shall have no obligation to pay any invoices received

more than 120 days after the Termination Date indicated in Section IV of this Contract.

### **Expense Reimbursement**

“Eligible reimbursable expenses” shall be paid upon submission of itemized invoice to the Contract Manager identified in Section XVI of this Contract. The City shall only pay for eligible reimbursable expenses. All travel must be conducted in accordance with the City’s *Travel Reimbursement Conditions for Contractors*.

**Note: The sum total for Compensation and eligible reimbursable expenses under this *Standard Contract Form* shall not exceed One Hundred Thousand (\$175,000) dollars.**

## **IV. EFFECTIVE DATE AND TERMINATION DATE**

This Contract shall be in full force and effect from \_\_\_\_\_ through \_\_\_\_\_ unless otherwise extended by the City or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including amendments shall not exceed five years.

## **V. SUBSTITUTIONS AND ASSIGNMENTS**

Services by the Consultant will be performed by the following person(s):

Upon approval by the City, the Consultant may substitute other persons to perform the services. If substitution is permitted by the City, the Consultant shall provide information to the City’s Contract Manager identified in Section XVI to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the City and the Consultant.

## **VI. SUBCONTRACTING OR SUBCONSULTING**

The Consultant shall not engage in any subcontracting or sub-consulting of any part of the Scope of Services to be provided under this Contract without the written authorization of the Contract Manager identified in Section XVI. Should sub-contracting or sub-consulting be permitted by the Contract Manager, the Consultant is encouraged to hire, retain or engage an “Approved Small Business Enterprise” as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

## **VII. CONTRACT ADMINISTRATION**

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in Section XVI.

## **VIII. INDEPENDENT CONSULTANT**

The Consultant and its employees shall not be an employee of the City. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City.

## **IX. CONSULTANT’S INSURANCE**

The Consultant shall maintain the types of insurance and limits of coverage identified in Exhibit A which is attached and made part of this Contract.

## **X. DATA PRACTICES**

The Consultant agrees to comply with the Minnesota Government Data Practices Act (the “Act”) and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Consultant and any of Consultant’s sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Consultant will immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

## **XI. COMPLIANCE WITH THE LAW**

The Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A), the Minneapolis Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e). These laws deal with discrimination based on race, gender, disability, religion and with sexual

harassment. In the event the Consultant has questions concerning these requirements, it should request necessary clarifications from the City. Violation of any of the above laws can lead to termination of this Contract.

## **XII. AUDITS**

As provided in Minnesota Statutes, Section 16C.05, subd. 5, the Consultant agrees that the City, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the City to the Consultant.

## **XIII. SUCCESSORS AND ASSIGNS**

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties' successors and assigns.

## **XIV. LIABILITY AND INDEMNITY**

- a. The City agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the City or its employees.
- b. The Consultant agrees to defend, indemnify and hold harmless the City against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors and sub-consultants.

## **XV. CANCELLATION, DEFAULT AND REMEDIES**

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the City has the right to terminate this Contract if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the City.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact



amount of damages due to the City is determined. The rights or remedies provided here shall not limit the City, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the City or the Consultant under law.

## **XVI. NOTICES**

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service ) to the other party as follows:

To the Consultant (*include complete mailing address here*):

To the City (*include complete mailing address here*):

, Department Head

, Contract Manager

## **XVII. INTELLECTUAL PROPERTY**

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

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

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

## **XVIII. BILLBOARD ADVERTISING**

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

## **XIX. CONFLICT OF INTEREST/CODE OF ETHICS**

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

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **XX. MISCELLANEOUS PROVISIONS**

1. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.
2. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.
3. **Applicable Law** – The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance.

Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

5. **Conflict and Priority** – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
6. **Amendments** – Any amendments to this Contract shall be in writing and signed by both the City and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed \$175,000 per Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration subject to the limitation in Section IV of this Contract.
7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

The parties being in agreement have caused this Contract to be signed as follows:

**FOR THE CONSULTANT:**

By \_\_\_\_\_

Its

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

**FOR THE CITY:**

By \_\_\_\_\_

Department Head responsible for administering and monitoring this Contract

*By signing this Contract, I represent that I have the authority to enter into and bind the City to this Contract.*

**Exhibit A**  
**Standard Agreement Insurance Form**

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. Please fill in a-e. Consultant shall **check one box under each insurance area and sign at the bottom**. Please note: **No changes or additions can be made to this form** other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

- a) 1. **Worker's Compensation Insurance** that meets the statutory obligations with Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.

Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).

Non-employees such as subcontractors will not provide any services under this Contract.

- b) **Commercial General Liability Insurance.** The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to \$2,000,000 per claim and \$2,000,000 aggregate. The City shall be named an "additional insured" on Consultant's policy and shall be indicated on the ACORD declaration form.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

- c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 aggregate for all claims arising from the same occurrence.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultant's personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

Consultant will not drive any automobiles while performing services under this Contract.

- d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to \$1,000,000 per claim and \$2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant's or its sub-consultant's negligent acts, errors or omissions.

- e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to \$1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. **(Only applies if Consultant is handling, receiving or producing City data and information.)**

Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant's negligent acts, errors or omissions.

**Consultant Name (printed)** \_\_\_\_\_

**Consultant Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*Revised- 12/2016*

Exhibit B Use this space for any attachments to this Contract. If not needed, please delete this text/page.

EXHIBIT C Add Federal and State Government Terms and Conditions if Contract payment source involves government grant funds



## ATTACHMENT E

### Special Conditions for Federal and State Grant Funded Contracts

(Revised: October, 2020)

#### I. General Compliance:

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

#### A. Conduct:

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

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

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

#### B. Materials Produced by Subrecipient or Contractor

**Grantor Recognition** - The Subrecipient or Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this Contract (2 C.F.R. Part 200 Appendix II). In addition, the City will either own or retain a license in any intellectual property developed by the Subrecipient or Contractor as a result of this Contract (2 C.F.R. Section 315). The Subrecipient or Contractor may publish any research findings and will include a reference to the support provided herein in all publications made possible with funds made available under this Contract (37 C.F.R. Part 401).

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

#### C. Employment Restrictions:

**Notifications** - The Subrecipient or Contractor's executive management will ensure that a

notice of its affirmative commitments in regards to the U.S. Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651 et, seq, and 29 C.F.R. Part 1910) and the Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to the Subrecipient or Contractor's employees and any applicable labor unions or worker's representatives.

**Infringement Upon CBAs --** The Subrecipient or Contractor may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities (Refer to 29 U.S.C. Section 157 and 29 C.F.R. Part 5).

## II. Administrative Restrictions

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

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

## III. General Federal and State Requirements

**A. Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.

**B. Hatch Act** (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this Contract from being used to conduct or engaging in certain political activities.

**C. Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.

**D. Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this Contract.

**E. The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

**F. The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.

**G. Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.

**H. Title VI of the Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.

**I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an "employer") to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the "employer" must take to achieve this requirement.

**J. Promotion of Religion** (40 U.S.C. Section 121 et. seq.), which prohibits the promotion of religious activities or interests using federal grant funds.

**K. Regulations --** The Subrecipient or Contractor agrees to comply with the requirements, as applicable, of:

- ⊕ Executive Order 12291: "Federal Regulations" (46 Fed. Reg. 13193 (Feb. 17, 1981))
- ⊕ Executive Order 12259: "Leadership and Coordination of Fair Housing in Federal Housing Programs" (46 Fed. Reg. 1253 (Dec. 31, 1981))
- ⊕ Executive Order 12549: "Debarment and Suspension" (51 Fed. Reg. 6370 (Feb. 18, 1986))
- ⊕ Executive Order 13132: "Federalism" (64 Fed. Reg. 43255 (Aug. 4, 1999))
- ⊕ Executive Order 12926 and 42 U.S.C. Section 1971 et. seq.: "Voter registration services for program participants"
- ⊕ Executive Order 13279: "Non-discrimination against Religious Organizations"
- ⊕ 24 C.F.R. Parts 84-85: "Non-Profit Organizations; Local Governments" (for HUD-funded contracts)
- ⊕ 2 C.F.R. Part 200: "Uniform Grant Guidance"
- ⊕ Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.) (Also known as the Fair Housing Act)
- ⊕ 42 C.F.R. Chapter I, Subchapter D: "Grants" (Department of Health & Human Services)
- ⊕ 31 C.F.R. Part 205: "Rules and Procedures for Efficient Federal-State Funds Transfers"
- ⊕ 37 C.F.R. Part 401: "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements"
- ⊕ 49 C.F.R. Part 24: "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"
- ⊕ 29 C.F.R. Part 37: "Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)"

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

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

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

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

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

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

#### **IV. Additional Conditions for Projects Involving Construction**

##### **A. Labor Standards**

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

##### **B. Land Covenants**

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

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

### **C. Environmental Conditions**

- 1) **Air and Water:** The Subrecipient or Contractor agrees to comply with the following regulations insofar as they apply to the performance of this Contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.), as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.), as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58), as amended.
- 2) **Lead-Based Paint:**
  - (a) Residential Structures - The Subrecipient or Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Subrecipient or Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.
  - (b) Commercial and Public Structures -- The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

### **D. Historic Preservation**

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

### **E. Progress Payments and Retainage**

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

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

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Sub-award Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see [www.fsrs.gov](http://www.fsrs.gov) for details).

## **VI. Certifications Regarding Covered Telecommunications Equipment or Services and Lobbying**

Pursuant to 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352, prior to the City's release of any of the funds covered by this Contract, the Subrecipient or Contractor shall sign the following certification statement:

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

- 1) THE UNDERSIGNED ENTITY DOES NOT USE ANY "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" AS DESCRIBED IN 2 CFR PART 200.216 AND FAR COUNCIL INTERIM RULE SECTION 889, SUBSECTION (A)(1)(B) OF THE JOHN S. MCCAIN NATIONAL DEFENSE AUTHORIZATION ACT, AS A SUBSTANTIAL OR ESSENTIAL COMPONENT OF ANY SYSTEM, OR AS CRITICAL TECHNOLOGY AS PART OF ANY SYSTEM, NOR DO THE ITEMS, EQUIPMENT, AND/OR SERVICES TO BE PROVIDED TO THE CITY PURSUANT TO THE ATTACHED CONTRACT QUALIFY AS SUCH "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES." "COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES" INCLUDES ALL TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HUAWEI TECHNOLOGIES COMPANY OR ZTE CORPORATION, AND VIDEO SURVEILLANCE AND TELECOMMUNICATIONS EQUIPMENT OR SERVICES PRODUCED OR PROVIDED BY HYTERA COMMUNICATIONS CORPORATION, HANGZHOU HIKVISION DIGITAL TECHNOLOGY COMPANY, OR DAHUA TECHNOLOGY COMPANY, OR ANY SUBSIDIARIES OR AFFILIATES OF THE AFOREMENTIONED ENTITIES.
- 2) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION

OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

- 3) 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.
- 4) 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 2 CFR Part 200.216, FAR Council Interim Rule Section 889, subsection (A)(1)(B), and 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR:

**(Organization)**

**ATTACHMENT F**  
**American Rescue Plan Act (ARPA) Fund Reporting Requirements**  
**(August 12, 2021)**

The funding for the RFP, NOFA, contract or amendment to which this document is appended is an award from the U.S. Department of the Treasury to the City of Minneapolis of State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act of 2021 (ARPA). Use of these funds requires compliance with:

- ARPA SLFRF law – <https://www.congress.gov/bill/117th-congress/house-bill/1319/text#H230C8FACFB28490ABC22AA0CEE9698C>
- Interim Final Rule – <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>
- SLFRF Compliance and Reporting Guidance - <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

as amended or supplemented from time to time by the Federal Government. As a contractor or a subrecipient of a subaward, as applicable, you will be required to meet the reporting requirements as noted below:

**Quarterly and Annual Reporting:** The City of Minneapolis, which has a population that exceeds 250,000 residents and received more than \$5 million in SLFRF funding, must complete financial, performance, and compliance reporting as required and outlined in Part 2 of the SLFRF Compliance and Reporting Guidance (see link above). Each contractor and subrecipient must maintain financial data and, where appropriate, provide performance data as requested by the City within the timeframe requested so that the City can meet its Federal reporting requirements.

**Subrecipient Monitoring:** The City of Minneapolis, as an SLFRF recipient and pass-through entity, is also required to inform, evaluate, manage and monitor its subrecipients pursuant to 2 CFR 200.332 to ensure compliance with requirements of the SLFRF award. Each subrecipient will be subject to a risk assessment which may include but is not limited to factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring will take place during the duration of the contract.