

Request for Proposals



**City of Minneapolis
Community Planning & Economic
Development Department (CPED)**

Minneapolis Tenant Legal Services

RFP 2026-58 / Event #0000004217 Issue Date: July 31, 2026

**Proposals Due by: August 26, 2026 at 2:00 PM
(Minneapolis Time)**

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REQUEST FOR PROPOSALS FOR Minneapolis Tenant Legal Services

I. INVITATION: It is the intention of the City to solicit proposals for Minneapolis Tenant Legal services.

The City of Minneapolis (the City) makes this Request for Proposals (the RFP) in order to select a qualified firm (the Consultant) for providing legal services to low- and moderate-income Minneapolis tenants(the Project). The Project is generally described in the “Scope of Services” (Attachment A), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Consultant, City, and other parties involved in the Services.

II. PRE-PROPOSAL CONFERENCE A pre-proposal conference will be held virtually on **August 10, 2026, at 2:00 PM (Minneapolis Time)** via Microsoft Teams. All potential Consultants are encouraged to attend this conference.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/245174344974760?p=n6iIMBe2EcPNB23jXr> Meeting ID: 245 174 344 974 760 | Passcode: uc9EP2dQ
[Need help?](#) | [System reference](#)

Dial in by phone

[+1 612-276-6670](tel:+16122766670), [155445542#](tel:+16122766670) United States, Minneapolis
[Find a local number](#)
Phone conference ID: 155 445 542#

III. PROPOSAL SUBMITTAL INSTRUCTIONS: All proposals **must be submitted electronically through the City’s eSupplier Portal**. Please submit all documents as **ONE PDF** when uploading to the eSupplier system.

1. To access the eSupplier Portal, visit https://www.minneapolismn.gov/business-services/doing-business-with-the-city/get-started/	
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:	
3. Click Register Now	

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.	Forgot Password 
5. If you need help with registering to use the eSupplier portal, you can find written and video instructions at the “Go to eSupplier” link described above by clicking or tapping on the link, “Get eSupplier Guides & Forms”:	
<i>If you need further assistance with eSupplier;</i> • EMAIL (subject line: <i>eSupplier help</i>) - eProcurement@minneapolismn.gov • PHONE: 612-673-2311	

- **Paper and mailed applications will not be accepted; please do not mail or drop them off to the City. 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.**

IV. PROPOSAL FORMAT: The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in the Section titled “EVALUATION OF PROPOSALS”.

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. **Cover Sheet** - Complete the proposal cover sheet (Attachment B), including contact information
2. **Project Narrative** - The project narrative should be no more than ten (10) pages in 12-point font, single spaced, with one-inch margins. The proposal cover sheet will **not** be counted toward the page limit.

The project narrative questions that should be answered in your ten-page project narrative are included as Attachment C - Project Narrative Questions, found at the end of the RFP.
3. **Experience and Capacity Form** - Please complete and submit this form with the rest of the RFP application materials (this form does not count towards the 10-page limit for the Project Narrative).
4. **Anticipated Budget and Justification** - A budget template is included as Attachment E – Budget Template. If you choose to use your own format, please ensure it includes sufficient detail, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost.

You should include a budget narrative to ensure that your budget includes the necessary amount of detail.

5. **Company Financial Information** - Proof of financial responsibility, any bankruptcy filings by the consultant, its principals and officers during the previous seven years. Provide this proof in one of the following formats; most recent high level audit report, a current 990, or board approved financial statements. Include a copy of the most recent audit report and management letter if vendor receives over \$50,000 in City contracts annually and if vendor is not an individual proprietor.
6. **References** - List references from contracts similar in size and scope. Please fill out attached form. See Attachment F.

V. EVALUATION OF PROPOSALS – SELECTION OF *CONSULTANT*: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Community Planning and Economic Development and other City staff assistance as they might require. The Evaluation Panel will select a "short list" of qualified Consultants who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in the Section titled "PROPOSAL FORMAT", and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications, licenses, certifications, and experience of staff (includes a review of references). Any attorneys providing services under an awarded contract must be licensed and remain in good standing to practice law in Minnesota.
- C. How well the Scope of Services offered meets department objectives.
- D. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- E. Organization and management approach and involvement for a successful project.
- F. Budget reasonableness, cost effectiveness, and alignment with the proposed scope of work, including fair and sustainable compensation for persons performing services under the contract
- G. Small & Underutilized Business participation.
- H. Cost of services proposed.
- I. Insurance coverage as defined for the services.
- J. Completion of Attachments B – F - "Proposal Cover Sheet, Project Narrative Questions, Experience and Capacity Form, Anticipated Project Budget, and Reference List Form."

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

RFP Release	July 31, 2026
Pre-Proposal Conference	August 10, 2026, at 2:00 PM CT
Questions on RFP Due by	4:00 PM CT on August 13, 2026
Responses to Questions posted by	2:00 PM CT on August 18, 2026
Proposals due by	2:00 PM CT on September 1, 2026
Estimated Consultant selection	September 30, 2026
Estimated services start date	<i>January 1, 2027</i>
Estimated services end date	<i>December 31, 2027</i>

Duration of contract (not to exceed 5 years)	<i>Other</i>
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VII. CONTRACT: The contracting parties will be the City of Minneapolis and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of one (1) year with the option to extend the contract, on an annual basis, at the sole option of the City, for two (2) additional one-year periods, based upon funding approval by the City Council.

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

Contract Manager:
David Mukunza – Supervisor, Residential Finance
Department of Community Planning and Economic
Email ID: david.mukunza@minneapolismn.gov

Responses to the questions will be posted to the current event in the eSupplier Portal – Contracting Opportunities.

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

IX. 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 Consultant, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any Consultant, 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.

X. ADDENDUM TO THE RFP: If any addendum is issued for the RFP, it will be posted as an attachment to the current event. The City reserves the right to cancel or amend the RFP at any time.

XI. 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

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

Scope of Services

The City of Minneapolis is seeking proposals from qualified organizations to provide legal services that support low- and moderate-income Minneapolis tenants in enforcing their rights to safe, healthy, and habitable housing. The selected consultant will provide legal representation, advocacy, and related services to low and moderate-income tenants experiencing housing conditions that violate state law or local housing ordinances.

The objectives of this program are to:

- Increase access to legal services for low- and moderate-income Minneapolis tenants facing unsafe or unhealthy housing conditions;
- Promote housing stability and fair housing opportunities for low- and moderate-income residents;
- Assist public assistance recipients and other vulnerable populations in maintaining stable housing, thereby supporting their ability to obtain and retain employment and other essential services;
- Address systemic housing issues through collaboration with the City and community partners.

The selected consultant shall provide legal representation and advocacy services to approximately 120 low- and moderate-income individuals and/or households annually and with a goal of achieving positive outcomes in approximately eighty percent (80%) of cases, as documented through the consultant's case management and reporting system.

Services shall include, but are not limited to:

- Providing legal advice, consultation, and representation to tenants seeking to compel landlords to make necessary repairs and correct housing code violations;
- Representing individual tenants and groups of tenants residing within the same property or building;
- Evaluating and pursuing available legal remedies under Minnesota landlord-tenant law, including, but not limited to:
 - Tenant Remedies Actions pursuant to Minnesota Statute § 504B.395; and
 - Rent Escrow Actions pursuant to Minnesota Statute § 504B.385;
- Assisting tenants with other housing-related legal matters that support safe and stable housing outcomes, as appropriate;

- Collaborating with the City and designated community organizations to identify and address systemic housing issues, particularly those affecting low- and moderate-income Minneapolis households and residents receiving public assistance benefits.

Proposals shall include:

1. The estimated number of tenants to be served during the contract period;
2. The estimated number of Tenant Remedies Actions and Rent Escrow Actions anticipated to result from the proposed services;
3. A detailed outreach and engagement plan describing how tenants will become aware of the services, including strategies to ensure equitable access for populations disproportionately impacted by substandard housing conditions, particularly low- and moderate-income Minneapolis communities and other historically underserved communities;
4. A description of partnerships, referral networks, and community-based strategies that will support service delivery.

Reporting Requirements

The selected Consultant shall submit quarterly performance reports to the City. Reports may include, but are not limited to:

- Number of tenants served;
- Number and type of legal matters handled;
- Number of Tenant Remedies Actions and Rent Escrow Actions filed;
- Case outcomes and housing stabilization results;
- Type of housing repairs or code violations addressed;
- Demographic information, including race, ethnicity, gender, and income level of clients served;
- Geographic information, including tenant addresses or service areas;
- Landlord information, when applicable and permissible by law;
- Outreach activities conducted and populations reached; and
- Identification of systemic issues and recommendations for policy or program improvements.

The consultant shall also include in its annual report a summary of systemic issues identified during the contract period and any changes, recommendations, or collaborative efforts undertaken to address those issues.

ATTACHMENT B PROPOSAL COVER SHEET

Organization Information	
Name of Applicant Agency:	
Agency address:	
Agency Telephone:	
Website:	
Agency UEI # (Must have for Grant funded contract) (see https://sam.gov/content/duns-uei for more information and to obtain your UEI):	
Contact Person Name and Title:	
Contact Person Telephone:	
Contact Person Email Address:	
Total Amount Requested:	

Proposal Checklist:

- ___ Attachment B – Completed Cover sheet
- ___ Attachment C – Project Narrative (maximum 10 pages)
- ___ Attachment D – Experience and Capacity Form
- ___ Attachment E – Anticipated Project Budget & Justification
- ___ Attachment F – References List Form
- ___ Financial documentation as required

ATTACHMENT C

Project Narrative Questions

Minneapolis Tenant Legal Services Request for Proposals (RFP)

Proposers shall respond to the questions below in the order presented. Responses should be clear, concise, and sufficiently detailed to allow the City to evaluate the Proposer's qualifications, experience, and approach to providing tenant legal services. Attach additional pages as necessary.

1. Organizational Information

1. Provide the legal name of your organization and a brief history of the organization.
2. Describe your organization's mission and how it aligns with providing tenant legal services and housing stability support.
3. Identify the primary contact person for this proposal, including title, email address, and telephone number.
4. Describe your organization's experience serving Minneapolis residents and communities disproportionately impacted by housing instability and eviction.

2. Organizational Capacity and Experience

1. Describe your organization's experience providing tenant legal representation, legal advice, or eviction prevention services.
2. Describe your experience representing tenants in housing court matters, including eviction actions, habitability claims, subsidized housing matters, and other housing-related disputes.
3. Provide the number of years your organization has been providing these services and the approximate number of clients served annually.
4. Describe your experience administering government-funded contracts or grants of similar size and scope.

3. Proposed Scope of Services

1. Describe the tenant legal services your organization proposes to provide under this contract.
2. Explain how your organization will provide legal services to tenants facing eviction, housing discrimination, unsafe housing conditions, lease disputes, or other housing-related legal matters.
3. Describe how services will be made accessible to tenants, including intake procedures, language access services, and accommodations for individuals with disabilities.
4. Describe your proposed service delivery model, including in-person, virtual, and community-based services.

4. Staffing and Qualifications

1. Describe your proposed staffing plan for this project.
2. Identify key personnel who will provide services, including attorneys, paralegals, legal advocates, and support staff.
3. Describe the qualifications, experience, and expertise of key staff assigned to this project.
4. Describe your organization's plan for ensuring adequate staffing and continuity of services.

5. Community Engagement

1. Describe how your organization incorporates culturally-relevant practices into service delivery.
2. Explain how your organization will engage and build trust with historically underserved communities.
3. Describe partnerships with community organizations, housing providers, social service agencies, or other stakeholders that support tenant stability and access to legal services.

6. Performance Measures and Outcomes

1. Describe the methods your organization will use to measure program performance and outcomes.
2. Identify proposed performance measures and anticipated outcomes, such as:
 - o Number of tenants served;
 - o Number of legal consultations provided;
 - o Number of tenants represented in court;
 - o Number of evictions prevented;
 - o Housing stabilization outcomes; and
 - o Client satisfaction measures.
3. Describe your organization's data collection and reporting capabilities.

7. Project Management and Implementation

1. Describe your plan for implementing services upon contract execution.
2. Provide an anticipated timeline for program start-up and service delivery.
3. Describe any anticipated challenges and how your organization will mitigate them.

8. Additional Information

Provide any additional information that demonstrates your organization's qualifications, experience, or ability to successfully provide tenant legal services for the City of Minneapolis.

ATTACHMENT D

Experience and Capacity Form

Please complete and submit this form with the rest of the RFP application materials (this form does not count towards the 10-page limit for the Project Narrative). The applicant is a team that includes partners or subconsultants from more than one organization, please complete this form looking at the total skills and capacity of the team, not just the applicant agency.

Experience and Capacity	
Name of Applicant Agency:	
Name of Applicant Partners/Subconsultants (if applicable)	

Legal Housing and Public Assistance Expertise

Describe your organization's experience with:

- Renters' rights and protections
- Issues that relate to protecting, promoting, and providing fair housing opportunities to public assistance recipients

Resident Assessment and Program Matching

- What tools or processes do you use to assess renters' needs (housing conditions, income, etc.)?

Case Tracking

Do you use a customer relations management (CRM) system or case tracking system?

- ☐ Yes
- ☐ No

If yes:

- System name(s) or short description: _____
- How does your system support:
 - Client intake
 - Tracking housing litigation cases for clients
 - Follow-through to resolution of issue

Case Management Capacity

- Describe your case management approach and practices.
- What tools or software do you use for case management?

Language Capacity

- In addition to English, what languages can your staff speak and write fluently?
 - ☐ Spanish
 - ☐ Somali
 - ☐ Hmong

☐ Other (please specify):

Community Relationships

- Describe your existing relationships with:
 - Community-based organizations
 - Neighborhood groups
 - Organizations in Green Zones or Environmental Justice areas

Navigation Services Experience

- Describe your experience providing navigation or similar services (e.g. helping residents access programs, resources, or services).

Team Capacity and Partnerships

- Describe your team's size and structure
- Do you partner with other organizations to deliver services?
 - ☐ Yes
 - ☐ No
 - If yes, list partners and roles
- How does your team ensure capacity to deliver services?

Additional Information

- Please share anything else that demonstrates your ability to successfully deliver these services.

ATTACHMENT E

Anticipated Project Budget & Justification

Budget

The City anticipates awarding one contract depending on the scope of services proposed, geographic reach, and demonstrated organizational capacity.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- Personnel costs, including salaries and benefits for attorneys, paralegals, legal advocates, and administrative staff directly supporting the program.
- Contracted professional services necessary to provide tenant legal services.
- Outreach and community engagement activities, including educational materials and tenant outreach efforts.
- Translation, interpretation, and accessibility services.
- Office supplies, printing, postage, and materials necessary to deliver legal services.
- Technology, software, and equipment directly supporting service delivery and case management.
- Space and facility costs necessary to provide tenant legal services.
- Training and professional development related to housing law, tenant advocacy, and culturally responsive service delivery.
- Administrative and indirect costs reasonably allocated to the project.

Ineligible Expenses

The following expenses are not eligible:

- Lobbying activities directed toward City of Minneapolis elected officials or other elected officials.
- Costs incurred before contract execution or after contract expiration.
- Expenses unrelated to the delivery of tenant legal services under this RFP.
- Capital expenditures or major facility improvements not directly related to the provision of services.
- Any activity that does not further the goals of increasing access to tenant legal services, promoting housing stability, and supporting Minneapolis residents facing housing-related legal issues.

All costs must be fully documented and accounted for by the Proposer. Organizations must provide the City with itemized invoices identifying staff time, hourly rates, direct expenses, and any other reimbursable costs. Any purchases necessary to deliver services under this contract shall be included in the proposed budget and billed in accordance with the rates submitted in response to this RFP.

5.1 Budget Summary

Provide a line-item budget for the proposed services, including, as applicable:

- Personnel salaries and benefits;

- Attorney, paralegal, and legal advocate costs;
- Contracted professional services;
- Outreach and community engagement expenses;
- Translation, interpretation, and accessibility supports;
- Technology, software, equipment, and office expenses;
- Space and facility costs;
- Administrative and indirect costs.

5.2 Budget Narrative & Justification

Explain how your proposed budget aligns with the scope of work and supports the delivery of high-quality, equitable, and culturally responsive tenant legal services. Describe how funds will be used to support staffing, outreach, accessibility, and service delivery, and explain how personnel performing services under this contract will be fairly compensated.

(300 words maximum)

5.3 Cost Effectiveness & Program Sustainability

Describe how your proposed budget represents a cost-effective approach to delivering tenant legal services and how the proposed funding level will support program implementation and desired outcomes. Include any strategies for leveraging other funding sources, partnerships, or resources to maximize the impact and sustainability of services.

(200 words maximum)

(Sample budget template provided)

Project budget

Budget (template below) - Please include a proposed budget for how the money requested will be used to complete the project. Administrative fees cannot exceed 15% of direct project costs.

Budget Item	Description	Amount
Subtotal of direct costs		
Administrative costs (not to exceed 15% of direct costs)		
TOTAL		

ATTACHMENT F REFERENCE FORM

Reference 1:

Organization Name:
Contact Name & Title:
Email:
Phone:

Brief description of services provided:

Reference 2:

Organization Name:
Contact Name & Title:
Email:
Phone:

Brief description of services provided:

Reference 3:

Organization Name:
Contact Name & Title:
Email:
Phone:

Brief description of services provided:

ATTACHMENT G

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000

(Revised: May 6, 2026)

The General Conditions are terms and conditions that the City expects its Consultants and Consultants (“Consultant”) to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in any Proposal to which these terms are attached. Some negotiation is possible to accommodate the Consultant’s suggestions.

1. General Compliance

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

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights of and non-discrimination in the application for and employment of applicants, employees, subconsultants and suppliers of the Consultant. The federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C. Sections 12101-12213 (the Americans with Disability Act), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986), and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an “affirmative action plan” approved by the City prior to entering into a Contract.

3. Anti-Discrimination Statement

The Consultant agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in any provision of services to the public contracted for under this Contract, such that the contracted services are provided to the public without discrimination based on race, color, creed, religion, ancestry, national origin, sex, sexual orientation, familial status, gender identity, disability, age, marital status, status with regard to a public assistance program, housing status, justice-impacted status, height and weight, or any combination thereof.

4. Compliance with Web Content Accessibility Guidelines

The Consultant agrees that web content and mobile applications created pursuant to this Contract shall be compliant with the requirements and standards of the Americans with Disabilities Act and the Web Content Accessibility Guidelines Version 2.1, Level AA unless a legal exception or exemption applies.

5. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of

insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interests or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-consultants, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its subconsultants shall secure and maintain the following insurance:

- a) **Workers' Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high-risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its subconsultants and 2) the negligence or failure to render a professional service by the Consultant or its subconsultants. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after the expiration of the contract.
- e) **Cyber Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of not public information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Consultant, its agents or employees. 2) Breach of the City's not public data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual

aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

6. Indemnity and Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-consultant or sub-consultant, and by any employees of the sub-consultants and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract. If a Consultant 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.

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

7. Subcontracting

The Consultant shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subconsultants for subconsultant's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

8. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation, without the prior written approval of the City which will not be withheld or delayed unreasonably.

9. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall

review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10. Prior Uncured Defaults

Pursuant to Section 18.110 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

11. Independent Consultant

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

12. Accounting Standards

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

13. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

14. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud-based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 18 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

15. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The requirements of Minnesota Statutes, Section 13.05, subdivision

11 apply to companies or individuals who perform under a government contract. The Consultant and any of the Consultant's sub-consultants or sub-consultants retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and its employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws. The Consultant's duty to comply with Minn. Stat. Chap. 13 and all other applicable federal and state laws relating to the protection of data will continue past the expiration of this contract. The requirements of this paragraph shall apply regardless of the location of the data.

16. Cardholder Data and Security Standards

Should the Consultant 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 Consultant represents and acknowledges that the Consultant will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Consultant will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Consultant agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Consultant also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Consultant that contains cardholder data or information.

17. Inspection of Records

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

18. Living Wage Ordinance

The Consultant 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"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City

financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its subconsultants pay their employees a "living wage" as defined and provided for in the Ordinance.

19. Displaced Contract Service Workers

If Consultant's contract requires the services of fifteen or more employees, includes a subconsultant, and involves the provision of janitorial or security service work, Consultant must comply with the Minneapolis Code of Ordinances, Chapter 39, "[The Protection of Displaced Contract Service Workers Ordinance](#)" (the "Ordinance"). Section 39.30 and Section 39.40 of the Ordinance generally require the successor Consultant to retain employees of the previous Consultant for a 90-calendar day transition period. If the performance of one or more of the retained employees is determined by the successor Consultant to be satisfactory, the successor Consultant shall offer each transition employee continued employment under the terms and conditions of the successor Consultant.

20. Prevailing Wage Ordinance

If this Contract involves the construction, alteration and/or repair, including painting, decorating, sodding and landscaping of public buildings, or similar public works of the City which requires or involves the employment of mechanics and/or laborers, then all federal labor standards and prevailing wage provisions applicable to federal contracts in accordance with the federal Davis-Bacon Act and related federal regulations except as noted in section [24.240](#) of the Minneapolis Code of Ordinances are applicable to this Contract as if fully set forth herein and all consultants and subconsultants shall fully comply with such provisions regardless of any contractual relationship which may be alleged to exist between the Consultant or subconsultant and their employees. Compliance with the City of Minneapolis [Prevailing Wage Ordinance](#), sections 24.200 through 24.265 of the Minneapolis Code of Ordinances, is required as a material term of this Contract and all such provisions are expressly incorporated by reference herein.

21. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract without regard to conflict of law rules, 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.

22. Conflict and Priority

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

23. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel](#)

[Reimbursement Conditions.](#)

24. Conflict of Interest/Code of Ethics

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

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

25. Termination, Default and Remedies

The City may terminate this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant 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 or such other reasonable time period to cure the default has been provided. The City reserves the right to terminate this Contract without penalty, effective immediately, if circumstances arise which prevent the City from commencing or continuing the Contract, or if it is determined that the City was fraudulently induced to enter into the Contract. In such a situation, the City will issue a written notice to "stop work" and demand the Consultant mitigate any Contract-related expenses.

If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach

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

26. Ownership of Materials

Unless otherwise expressly provided by the Contract, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other

materials resulting from this Contract, including summaries of data and derived data, shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

27. Intellectual Property

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

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently of the contract, 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.

28. City Open Data Policy

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

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

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

29. Artificial Intelligence Technology Use

- i) **Definitions.** For the purposes of this Section: "AI Tool" means [any and all machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI technology or methodologies, all software implementations of any of the foregoing, and related hardware or equipment [capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts].
- ii) **Disclosure on Use of AI tools.** Consultant must notify the City of any work product, as defined by the scope of services in this agreement, which was created in whole or in-part by the use of AI tools.
- iii) **Prohibition on Use or Input of Privileged, Confidential and Not-Public Data into an AI tool.** Except with the express written approval by the City or pursuant to express terms of this agreement, Consultant will not, and will not permit any Person to, input or use any privileged or confidential and not-public data, pursuant to the Minnesota Government Data Practices Act, into any AI tool, including:
 - (i) to develop, train, retrain, tune, validate, modify, update, or otherwise improve any AI Tool; or
 - (ii) in prompts for any AI Tool.
- iv) **Use of AI Features and AI Consultant Output.** Consultant is solely responsible for: (a) evaluating suitability of AI tools for delivering on scope of services in this agreement ; (b) Consultant's use and operation of the AI tools in accordance with relevant standards, including ensuring human oversight and monitoring; (c) evaluating (including by human review) AI Tool output for accuracy, completeness, lawfulness (including for trademark and copyright violation), and other factors relevant to Consultant's use before delivering work to the City; and (d) Consultant's decisions, actions, and omissions in reliance or based on the use of any AI Tool.

30. Equal Benefits Ordinance

[Minneapolis Code of Ordinances, Section 18.180](#), relating to equal benefits for domestic partners, applies to each Consultant and subconsultant with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$175,000. 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 \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. It is the Consultant’s and subconsultant’s responsibility to review and understand the requirements and applicability of this ordinance.

31. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the City nor the Consultant is an agent, partner, or joint venturer of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
7. **Electronic Signatures and Counterparts** – This Contract may be executed in counterparts, each of which has the effect of an original. An electronic signature will be deemed an original signature.
8. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT H

Special Conditions for Federal and State Grant Funded Contracts

(Revised: May 5, 2026)

I. General Compliance

The Subrecipient or Consultant agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Subrecipient or Consultant 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 Consultant agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to the City that were used to pay for the Subrecipient or Consultant's activities or services, even if such conditions are not specifically listed herein.

A. Conduct

Prohibition Against Lobbying - The Subrecipient or Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, lobbying or political patronage, pursuant to 2 C.F.R. Part 200 Section 450.

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

Conflicts of Interest Within the Subrecipient or Consultant's Organization – The Subrecipient or Consultant shall comply with 2 C.F.R. Part 200 Section 318(c)(2), which prohibits the sub-contracting of work or services to any parent, subsidiary, or affiliate of the Subrecipient or Consultant unless an impartial, competitive procurement method has been used to award the sub-contract.

B. Materials Produced by Subrecipient or Consultant

Grantor Recognition - The Subrecipient or Consultant 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 (*See generally* 2 C.F.R. Part 200, Subpart B). In addition, the City will either own or retain a license in any intellectual property developed by the Subrecipient or Consultant as a result of this Contract (2 C.F.R. Part 200 Section 315). The Subrecipient or Consultant 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 Consultant shall be based upon the Subrecipient or Consultant's satisfaction of specific requirements of the Grantor Agency and upon the production of Deliverables as indicated in the Scope of Services (See 31 U.S.C. Sections 6301 through 6308 and 2 C.F.R. 200 Section 201, Section 301 and Section 328) and adhere to 2 C.F.R. 200 Subpart E.

Employment Restrictions

Notifications - The Subrecipient or Consultant'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 Consultant's employees and any applicable labor unions or worker's representatives.

Infringement Upon CBAs – The Subrecipient or Consultant 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. 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. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 federal grantor agency through 2 C.F.R. Subtitle B pursuant to 2 C.F.R. Part 182.20), which require each grantee or subrecipient (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.
- I. Promotion of Religion** (Executive Order 13279 as amended by Executive Order 13559), which prohibits the promotion of religious activities or interests using federal grant funds.
- J. Regulations** – The Subrecipient or Consultant agrees to comply with the requirements, as applicable, of:
 - Executive Order 12291: "Federal Regulations" (46 Fed. Reg. 13193 (Feb. 17, 1981))
 - Executive Order 12892: "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing" (59 Fed. Reg. 2939 Jan. 20, 1994)
 - 2 C.F.R. 180 (implementing Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension."
 - 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"
 - 2 C.F.R. Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Reward"
 - 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)
- 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 38: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act”

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

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

L. Non-procurement Debarment and Suspension. The Subrecipient or Consultant agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subconsultant, supplier or other party with whom the Subrecipient or Consultant contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B and as adopted by federal grantor agency through 2 C.F.R. Subtitle B pursuant to 2 C.F.R. Part 180.20, as well as covered State awards made pursuant to Minnesota Administrative Rule Chapter 1230.1150.

If the funding agency is the U.S. Department of Housing and Urban Development, Subrecipient or Consultant 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 Consultant shall also comply with 2 C.F.R. Part 376, Subpart C.

M. Equal Employment Opportunity. The Subrecipient or Consultant agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1965)) 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.”

N. Build America, Buy America Act. The Subrecipient or Contract agrees to comply with the Build America, Buy America Act if this agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. If the Instructions include a Federal requirements section, include the following: BABA requirements apply to this project.

O. Products containing PFAS. Amara’s Law (Minn. Stat. § 116.943) took effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

III. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Subrecipient or Consultant 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, and as supplemented by further regulations and requirements found at 29 C.F.R. Part 5 “Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”, 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 874) as supplemented by 29 C.F.R. Part 3 “Consultants and Subconsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”, 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 Consultant 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 Consultant 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 Consultant, 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) 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.
- 2) Air and Water:** The Subrecipient or Consultant 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.
- 3) Lead-Based Paint:**
 - (a) Residential Structures** - The Subrecipient or Consultant 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 Consultant 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) Lead-Based Paint Activities – The Consultant shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L.

D. Historic Preservation

The Subrecipient or Consultant 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.

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

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

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, subcontract or sub recipient) to a consultant 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 \$30,000 or more. As a sub-awardee, sub recipient or consultant being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the System for Award Management (SAM) at sam.gov 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 through SAM and report total compensation of certain executive level members of the company/entity.

V. 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 Consultant 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 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.

- 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 I

COMMUNITY DEVELOPMENT BLOCK GRANT SPECIAL CONDITIONS

(Revised: November 2025)

I. COMPLIANCE WITH FEDERAL REGULATIONS

The Consultant agrees to comply with all CDBG requirements as well as other federal and state laws.

II. REPORTING PROCEDURES

- a. The Consultant will direct all communications concerning this Contract to the City of Minneapolis Department of Health.
- b. At the request of the City of Minneapolis ("City"), the Consultant shall submit records to the City covering the Project monthly expenditures and activities. Such reports, including documentation establishing eligibility of recipients, shall have the form and content as required by the City.

III. BUDGET

The Consultant will submit a project budget of a form and content prescribed by the City for approval. The City and Consultant may agree to revise the budget from time to time in accordance with existing City Council of Minneapolis policy as established by Council actions.

IV. ACCOUNTING RECORDS

The Consultant agrees to maintain an accounting system which meets the requirements of 2 CFR Part 200 as modified by 24 CFR 570.502. Disbursement of funds must be implemented in accordance with the U.S. Department of Treasury requirements in 31 CFR Part 205.

V. EVALUATION CRITERIA

Consultant performance will be monitored and evaluated in accordance with Contract obligations including quantifiable goals.

VI. SUBCONTRACTS

The Consultant shall not enter into any agreements with any public or private agency or individual in the performance of this Contract without the written consent of the City.

VII. RETENTION OF RECORDS

- a. The Consultant shall retain financial records, supporting documents, statistical records and all other records pertinent to the expenditures under this Contract for a period of six years from the completion of the Project Records that are the subject of audit findings shall be retained for six years after such findings have been resolved. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he or she has received final payment.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks shall be signed by an officer or otherwise legally authorized agent of the Consultant. All accounting records including supporting documents pertaining in whole or in part to this Contract shall be readily accessible.

- c. In the event of the dissolution of the entity herein named the Borrower, Lender shall take into custody the original or authorized duplicates of documents described in Section A and B above.

VIII. RELOCATION

Consultant shall take all reasonable steps to minimize displacement of persons in the implementation of the Project. Consultant shall comply with Titles I and II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-55) (as amended January 25, 2007) and 49 CFR Part 24 for displacement of persons, businesses, nonprofit organizations, and farms occurring as a direct result of any project receiving Community Development Block Grant (CDBG) funds to the extent said statutes apply to this Contract.

IX. NON-DISCRIMINATION

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the "HCDA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and HUD regulations with respect thereto, including the regulations under 24 CFR 1.4 and 24 CFR 570.607.

X. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.

XI. OFFICIAL NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.

XII. COPYRIGHT

The Consultant is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for Federal government and City purposes.

XIII. HATCH ACT AND POLITICAL ACTIVITIES

The Consultant agrees that no funds provided under this Contract nor personnel employed in the administration of this Contract shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title V, United States Code or of 24 CFR 570.207(a)(3).

XIV. HOLD HARMLESS

The Consultant agrees to hold the City harmless from any and all suits, claims, or actions arising out of the performance of this Contract.

XV. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under or funded by this contract is subject to the

requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

§ 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those living in areas where the HUD funds are spent.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75 and the City of Minneapolis' administrative requirements, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations or the City's administrative requirements.
- C. The contracting party agrees to submit (or cause it's consultant to submit) a Section 3 action plan prior to contracting for any of the Section 3 Project work to contractcompliance@minneapolismn.gov or to the assigned Contract Compliance Officer.
- D. The contracting party agrees to submit (or cause it's consultant to submit) quarterly reports to contractcompliance@minneapolismn.gov two (2) weeks after the end of a quarter (Quarter 1 is due April 15, quarter 2 is due July 15, quarter 3 is due October 15, and quarter 4 is due January 15) documenting all efforts made to comply with Section 3.
- E. The contracting party agrees to send (or cause it's consultant to send) to each labor organization or representative or workers with which the consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth (1) the minimum number and job titles subject to hire; (2) the availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and (3) the anticipated date the work shall begin.
- F. The contracting party agrees to include (or cause it's consultant to include) this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subconsultant is in violation of the regulations in 24 C.F.R. part 75. The consultant will not subcontract with any subconsultant where the consultant has notice or knowledge that the subconsultant has been found in violation of the regulations in 24 C.F.R. part 75.
- G. The contracting party must certify (or cause it's consultant to certify) that any vacant employment positions, including training positions, that are filled (1) after the consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the consultant's obligations under 24 C.F.R. part 75.
- H. Non-compliance with HUD's 24 C.F.R. Part 75 regulation may result sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- I. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

XVI. FEDERAL LABOR STANDARDS PROVISIONS

The Consultant agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the grantee and all consultants engaged under contracts in excess of \$2,000.00 for the 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 HUD requirements pertaining to such contracts and the applicable requirements of the Department of Labor (DOL), including the Davis-Bacon Act as amended (40 U.S.C. 3141- 3147), the Copeland Act (40 U.S.C. 3145; 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) governing the payment of wages and ratio of apprentices and trainees to journeymen (where applicable); 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 Consultant of its obligation, if any, to require payment of the higher wage. The Consultant shall cause or require to be inserted in full, in all such contracts subject to such regulation, provisions meeting the requirements of this paragraph and, for such contracts in excess of \$2,000.00, 29 CFR 5.1(a) and 5.5.

XVII. WORKERS' COMPENSATION

The Consultant shall provide Worker's Compensation Insurance Coverage for all employees involved in the performance of this Contract.

XVIII. RELIGIOUS ACTIVITIES

The Consultant agrees that it will comply with 24 CFR 570.200(j) so that funds are not used to support inherently religious activities.

XIX. LEAD-BASED PAINT

Consultant shall carry out all work within the procedures established by the City with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851- 4856), and implementing regulations at 24 CFR Part 35.

XX. GENERAL FEDERAL REQUIREMENTS

- Executive Order 12549: "Debarment and Suspension" (51 Fed. Reg. 6370 (Feb. 18, 1986)).
- Executive Order 13132: "Federalism" (64 Fed. Reg. 43255 (Aug. 4, 1999)).
- 42 C.F.R. Chapter I, Subchapter D-"Grants." (Department of Health & Human Services)
- 31 C.F.R. Part 205: "Rules and Procedures for Efficient Federal-State Funds Transfers".
- 37 C.F.R. Part 401: "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".
- 49 C.F.R. Part 24: "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs".
- 29 C.F.R. Part 37: "Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)".
- 2 C.F.R. Part 200 "Uniform Grant Guidance"

XXI. CERTIFICATION REGARDING LOBBYING

Before the City releases any of the funds covered by this Contract, the Consultant shall sign the following certification statement in accordance with the requirements of 31 USC 1352 and implementing regulations at 24 CFR Part 87 "New Restrictions on Lobbying."

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 AN EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.
- (2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR AN 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 ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUB-CONTRACTS, SUB-GRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS 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,

BY: _____
TITLE: _____
DATE: _____
FOR: _____
(Organization)