



**CITY OF DULUTH**  
**REQUEST FOR PROPOSALS FOR**  
**Duluth Stormwater Management Plan 2022**

**RFP NUMBER 22-99467**

**ISSUED May 27, 2022**

**Engineering Project Number 2069**

**PROPOSALS DUE FRIDAY, JUNE 17 2022, at 4:00 pm**

**SUBMIT TO**

**CITY OF DULUTH  
ATTN: PURCHASING DIVISION  
CITY HALL, ROOM 120  
411 WEST 1ST STREET  
DULUTH, MN 55802**

## PART I - GENERAL INFORMATION

**I-1. Project Overview.** The City seeks a consultant to engage in the creation of a Stormwater Management Plan through the tasks described in this request for proposal in order to better understand the current and future stormwater related vulnerabilities to Duluth areas and communities. This also includes a focused look at the 32<sup>nd</sup> Ave W. Creek watershed, in portions of the Lincoln Park neighborhood, with the goal of highlighting stormwater-related vulnerabilities while identifying implementation funding and providing a framework to pursue additional study areas called out in the broader scale assessment. Additional detail is provided in **Part IV** of this RFP.

This project is funded in whole or in part by a grant from the Minnesota Pollution Control Agency. Supplementary provisions and terms and conditions of the grant, attached as Appendix C, shall apply.

**I-2. Calendar of Events.** The City will make every effort to adhere to the following schedule:

Activity	Date
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a> is 12:00 noon on this date	6/8/22
Answers to questions will be posted to the City website no later than this date.	6/10/22
Proposals must be received in the Purchasing Office by 4:00 PM on this date.	6/17/22

**I-3. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-4. Pre-proposal Conference.** The City will not hold a pre-proposal conference for this solicitation.

**I-5. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-6. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

**I-7. Proposals.** To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. **The Cost Submittal must be in a separate sealed envelope.** In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

**I-8.Small Diverse Business Information.** The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/>.

**I-9. Award.** The agreement award will be based on the time and materials submitted in the proposal, and will be an hourly, not-to-exceed agreement.

**I-10. Term of Contract.** The term of the contract will begin once the contract is fully executed and is anticipated to end by June 16, 2023. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

**I-11. Prompt Payment of Subconsultants.** Per MN Statute 471.425, Subd. 4a., Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**I-11. Mandatory Disclosures.** By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**I-12. Notification of Selection.** Bidders whose proposals are not selected will be notified in writing.

## **PART II - PROPOSAL REQUIREMENTS**

The submitted proposal shall include a completed proposal cover sheet, attached to this RFP as Appendix A. It shall also include a cover letter, project narrative including capacity and experience to complete this type of project (2 pg. max), work plan including timeline for task completion (2 pg. max), complete budget by task with hourly rates (1pg max), and staff resumes and past similar project summaries included to the proposal as an attachment.

## **PART III - CRITERIA FOR SELECTION**

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	30%
Prior experience with similar work	30%
Work Plan	30%
Cost	10%

## **PART IV – PROJECT DETAIL**

The Bidder shall review the attached Appendix B: Planning Grants for Stormwater, Wastewater and Community Resilience Workplan.

The budget for the successful bidder is \$100,000, this will cover all costs incurred by the consultant. All payments to consultant will not exceed this amount.

The City will provide our GIS database of our utility assets, topography, aerial imagery, drainage complaints/issues, preliminary updated FEMA floodplain mapping, MPCA TMDL Studies and WRAPS documents.

The Tasks listed in the workplan are described in additional detail below.

Task 2: The key element of task 2 is subtask 2a, developing a Hydraulic and Hydrologic study (XP-SWMM) and assessing the associated vulnerabilities of the 32<sup>nd</sup> Ave W. Creek watershed, which lies primarily within portions of the Lincoln Park Neighborhood of Duluth. This task will require onsite evaluation of the stormwater conveyance system (ditch/culverts, curb/gutter/catch-basin inlets and storm sewer network) and the general characteristic of the neighborhood streets, land use, topography, and other factors that impact vulnerability. This task shall also address operation and maintenance of the drainage system as factors in the neighborhood's resiliency and vulnerabilities.

The activity of construction cost estimation included in Subtask 2b will be challenging with the current post pandemic price variability, high inflation and supply chain issues. Cost benefit analysis shall be determined to an order of magnitude and shall focus significantly on flood damage reduction, with water quality/environmental concerns as a secondary focus.

Task 3: This task can be summarized as the first phase of a city-wide Stormwater Management Plan; a desktop exercise identifying and characterizing the sewersheds and watersheds (available in GIS database) of Duluth. This task will include compiling infrastructure data, drainage ways, land use composition, wetlands and other critical infrastructure (roads, water, sewer, gas, etc.). The deliverable will include narratives and maps of these watershed and sewersheds, with locations identified as areas with potential vulnerabilities and resiliency challenges that will guide future in-depth studies.

Task 4: This task involves the summary of both Tasks 2 and 3 into the start of a Stormwater Management Plan. The Plan will summarize a "Neighborhood Scale"

portion from those outcomes developed in Task 2, and a “City Scale” portion to be developed from those outcomes identified in Task 3.

The “Neighborhood Scale” portion of the Plan, with its observations and resultant recommendations, will provide the City with a framework from which to pursue future targeted hydraulic and hydrologic modeling efforts meant to plan for climate resiliency.

Task 5: Engage local residents in the Task 2 focus area to highlight project outcomes and engage the residents around resilience needs and community priorities, the City will assist with this task. The Community Workshop shall take place prior to June of 2023.

Task 6: Connect projects, identified study areas and identified resilience needs to potential funding sources. City staff aim to use these identified funding sources to pursue implementation activities.

Task 7: A draft of the Final Report will need to be completed June 1, 2023, with the Final version of the report and all deliverables from Task 2, 3, 4, 5 and 6 due by June 15, 2023.

Review Professional Services-Consultant Contract at the following link, this contract is required to be signed by the successful bidder:

<https://duluthmn.gov/media/13201/professional-services-consultant-with-watermark-51322.pdf>

Payment: Invoices shall be submitted to the City for payment monthly. Invoices shall include the following information at a minimum.

- Invoice Date
- Invoice Number
- Invoicing Period
- Location to send payment
- Remaining balance of budget
- Time and material breakdown
  - Itemization by each task worked on that period and for each position that worked on it showing actual hourly rates, hours worked and total dollar amounts
  - Receipts for supplies and any other itemized materials costs

**APPENDIX A - PROPOSAL COVER SHEET**  
**CITY OF DULUTH**  
**RFP# 22-99467 Stormwater Management Plan 2022**

<b>Bidder Information:</b>	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

**APPENDIX B - Planning Grants for Stormwater, Wastewater and Community  
Resilience Workplan  
CITY OF DULUTH  
RFP# 22-99467 Stormwater Management Plan 2022**



**Project title:**

Duluth Stormwater Resiliency Plan

**1. Project summary:**

**Organization:** City of Duluth (the City)  
**Grantee's Authorized Representative (Grantee project manager):** Tom Johnson  
**Title:** Senior Engineer  
**Address:** 411 W 1<sup>st</sup> St, Duluth, MN 55802  
  
**Phone:** 218-730-5103  
**Email:** [tajohnson@duluthmn.gov](mailto:tajohnson@duluthmn.gov)

**MPCA contact(s):**

**State's Authorized Representative (MPCA project manager):** Aimee Duchene  
**Title:** Grants Coordinator  
**Address:** 714 Lake Ave., Suite 220  
Detroit Lakes, MN 56501  
**Phone:** 218-847-1519  
**Email:** [aimee.duchene@state.mn.us](mailto:aimee.duchene@state.mn.us)

**Project information**

**Start date:** 05/2022 **End date:** 06/30/2023  
  
**Total cost:** \$114,420.00 (Grant \$100,000.00; In-Kind Match \$14,420.00)

**2. Statement of project details**

The City understands and realizes that its many stormwater infrastructures are presently not meeting community needs and may pose a risk to residents, property, and other critical infrastructure as Minnesota and Duluth see increased climate-related stresses. The City will do an in-depth study of the 32<sup>nd</sup> Avenue West Creek watershed, which lies within economically disadvantaged portions of Duluth's Lincoln Park Neighborhood, in an attempt to identify specific areas of vulnerability through modeling, assessment of infrastructure and engagement of community residents and stakeholders. The Duluth Stormwater Resiliency Plan (the Plan) will also include an expanded assessment of the City, and work to identify similar vulnerabilities on a community-wide scale, in an effort to better prioritize which communities are presently at risk.

**3. Goal statement, project deliverable(s), tasks, and subtasks****Goal statement:**

The Plan will recognize areas of vulnerability in stormwater infrastructure and will identify project areas that will increase community resilience to climate related flood events, specifically in the 32<sup>nd</sup> Avenue West Creek watershed, which lies within the Lincoln Park Neighborhood of Duluth, an Environmental Justice Area of Concern. The Plan will also name communities that may pose similar risks as Duluth's climate changes, in an effort to best prioritize projects and funds in neighborhoods of need.

**Project deliverables:**

The Plan will produce a set of deliverables that will situate the City and community stakeholders in a position to best implement projects that will make a meaningful difference related to community stormwater resilience. The Plan will serve as an important resource for pursuit of future implementation funding.

This process will commence with a thorough vulnerability assessment based on the findings of hydraulic and hydrologic modeling in the 32<sup>nd</sup> Avenue West Creek Watershed utilizing XPSWMM and incorporating the wide range of intersectional characteristics which collectively define the watershed area. To incorporate a better understanding of how future climatic changes may impact the 32<sup>nd</sup> Avenue West Creek watershed, traditional Atlas-14 precipitation data will be compared to recently downscaled, county-specific projections from the Humphrey School of Public Affairs, University of Minnesota. Modeling efforts specific to the 32<sup>nd</sup> Avenue West Creek watershed, and will be followed by a geospatial analysis and characterization of the many other watersheds within the jurisdictional authority of the City of Duluth, providing a broad-scale identification of potential stormwater vulnerabilities. The summation of the project tasks specific to 32<sup>nd</sup> Avenue West Creek and those more outwardly focused will be compiled to the Plan, providing to the City a prioritized list of actionable solutions and improvements necessary to improving its relative extent of climate readiness. Project findings and recommended stormwater-related actions will be shared with residents in the 32<sup>nd</sup> Avenue West Creek watershed via facilitation of at least one Community Stormwater Resiliency Workshop, with public comments and concerns actively solicited and summarized for future reference by City staff. The project will conclude with the delivery to City staff the pertinent State and Federal funding opportunities aligned to the implementation of solutions intended to address identified areas of stormwater vulnerability.

**Task 1 of 7: Issuance of RFP to Hire Consultants****Subtask 1a: Develop and Issue Request for Proposal (RFP)**

**Brief description of activities involved:** Draft a RFP that incorporates the work plan for the project and includes required tasks and objectives. Issue RFP for consultants to respond to via the City webpage.

**Subtask 1b: Review, Score, and Award RFP**

**Brief description of activities involved:** Select city staff to review RFP responses and score them based on predetermined scoring system. Award project to successful consultant.

**Subtask 1c: Complete Contracts with Consultant and Issue Notice to Proceed**

**Brief description of activities involved:** Standard City contracts will be drafted and sent to consultant to complete. Contracts will be finalized at the City and Notice to Proceed will be issued.

**Task 2 of 7: Neighborhood/Watershed-Scale Stormwater Vulnerability Assessment****Subtask 2a: Neighborhood Vulnerability Assessment**

**Brief description of activities involved:** During this task, a stormwater vulnerability assessment will be completed for the 32<sup>nd</sup> Avenue West Creek sub watershed. The vulnerability assessment will be completed using a hydrologic/hydraulic model (XP-SWMM) to identify and prioritize areas of concern within the neighborhood that are most at risk (e.g. infrastructure, property flooding and damage, communities impacted). Modeling exercises will utilize precipitation data from NOAA Atlas-14 and will include comparative analysis to recently downscaled, county-specific projections from Humphrey School of Public Affairs, University of Minnesota – Twin Cities

During this assessment, project solutions to risk will be identified. This will include an identification of candidate project sites and prioritized capital improvement projects.

**Subtask 2b: Evaluation of Candidate Projects**

**Brief description of activities involved:** A concept level estimate of construction costs will be developed for the candidate project sites. Once project costs have been estimated, a cost effectiveness table will be developed comparing practice cost versus damage reduction. While the sites will be designed primarily for flood damage reduction, the sites will likely provide ancillary benefits, such as water quality and habitat. The water quality and habitat benefits will be estimated, and a cost-effectiveness table will be developed relating candidate practice cost to those benefits.

City staff will also evaluate and rank candidate projects identified during Subtask 2a based on the resiliency criteria established by the community in Subtask 2a. The City anticipates these criteria will also include acceptability, constructability, permits, and implementation time.

This task will deliver the cost-effectiveness of the identified projects for flood damage protection, water quality, and habitat in a manner that can be used for multiple stakeholders. Based on this task, the City will have a map and ranked list of projects for implementation, aimed at building resiliency in a vulnerable neighborhood.

**Task 3 of 7: Broad-Scale Geospatial Analysis and Characterization of Duluth's Watersheds; Identification of Discernible Stormwater Vulnerabilities**

**Brief description of activities involved:** The City will complete a broad-scale geospatial analysis by examining multiple areas of existing data, including topographical contours, land use characteristics, new FEMA floodplain mapping, DNR/MPCA water quality assessments, and environmental justice shapefiles. The outcome of this high level analysis and characterization will be series of observations and resultant recommendations reported to the City on where best to focus future neighborhood/watershed

stormwater resiliency efforts that would best seek to address social and environmental issues.

**Task 4 of 7: Duluth Stormwater Resiliency Plan**

**Brief description of activities involved:** The City and contractor will complete the Plan summarizing all previous Tasks. The Plan, to be developed in two distinct parts, will summarize a “Neighborhood Scale” portion from those outcomes developed in Task 2, and a “City Scale” portion to be developed from those outcomes identified in Task 3.

The “Neighborhood Scale” portion of the Plan, with its observations and resultant recommendations, will provide the City with a framework from which to pursue future targeted hydraulic and hydrologic modeling efforts meant to effectively plan for climate resiliency.

**Task 5 of 7: Public Stormwater Resiliency Workshop (Workshop)**

**Brief description of activities involved:** During this Task, project partners in collaboration with the City will facilitate at least one community Workshop for the purpose of sharing project findings and actively soliciting comments and concerns from residents of the 32<sup>nd</sup> Avenue West Creek watershed. To ensure that future tasks and iterative processes associated with this project reflect the community’s values, the City will gather the list of previously ranked candidate projects (see subtask 2b) to be shared for community revision and consideration at the community Workshop.

**Task 6 of 7: Connecting Projects to Funding**

**Brief description of activities involved:** During this Task, project partners will develop and deliver to City staff a matrix of potential State and Federal grant and bonding programs that can be targeted for project implementation. The matrix will connect funding opportunities to each ranked candidate project.

**Task 7 of 7: Final Report and Project Deliverables**

**Subtask 7a: Submit Grant Final Report**

**Brief description of activities involved:** Will provide a final grant project report using the MPCA template approximately one month prior to the end of the grant agreement or at completion of the project, whichever occurs first. Will respond promptly to any requests by the state’s authorized representative for additional information and/or corrections to the report. **Timeframe:** No later than June 2023

**Subtask 7b: Submit Project Deliverables**

**Brief description of activities involved:** Will provide a consultant’s report detailing the modeling conducted, how future precipitation was incorporated into the model, and conclusions and recommendations.

**Timeframe:** No later than June 2023

#### **4. Budget (see attached)**

**APPENDIX C – Supplementary Provisions & Additional Terms and Conditions Per  
Grant  
CITY OF DULUTH  
RFP# 22-99467 Stormwater Management Plan 2022**

City of Duluth  
Supplementary Provisions per State Funding & Additional Terms and Conditions per Grant  
22-99467 RFP for Stormwater Resiliency Plan

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or

k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as

defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 7. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

#### 8. Notification Required by MPCA Grant

Whenever any invention, improvement, or discovery (whether or not patentable) made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this grant agreement, the Contractor shall immediately give the City written notice thereof, and must promptly furnish the City with complete information and/or disclosure therein.

#### 9. Representation Required by MPCA Grant

The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor, City, nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents.

#### 10. Publicity and Endorsement per MPCA Grant

Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the City and the State. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or

any subcontractors, with respect to the program, publications, or services provided resulting from this contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

11. Endorsement per MPCA Grant

Contractor must not claim that the State or the City endorses its products or services.

Contractors shall include the preceding language in all subcontracts.