



**CITY OF DULUTH
REQUEST FOR PROPOSALS FOR**

Duluth Natural Resources Management Program Plan

RFP NUMBER 20-12AA

ISSUED May 15, 2020

PROPOSALS DUE TUESDAY, JUNE 30, 2020 at 4:30 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 of Duluth has about 10,000 acres of public open space. The City seeks proposals from a consultant team who will collect existing data and facilitate a collaborative decision-making process and resource management plan. Additional detail is provided in **Part IV** of this RFP.

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 purchasing@duluthmn.gov	June 1, 2020
Answers to questions will be posted to the City website no later than this date.	June 10, 2020
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	June 30, 2020

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. There will be no pre-proposal conference.

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at 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 five (5) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one (1) 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. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by the work completion dates identified in the project timeline in Part IV. 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-10. 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-11. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

Proposal shall include a cover letter, background of the company, resumes, references (limited to 8 pages), project understanding, tasks, and timeline. The entire proposal, excluding covers or addenda acknowledgment pages, shall not exceed 15 pages.

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	25%
Prior experience with similar work	25%
Demonstration of Project Understanding, Work Plan and Timeline	25%
Cost	25%

PART IV – PROJECT DETAIL

Background

The City of Duluth (City) has about 10,000 acres of public open space. Setting goals and strategies to permanently protect, restore, monitor, and manage these lands for the benefit of plant and animal habitats, ecosystem diversity, and natural resource resiliency in a changing climate is a benefit to the City's citizens and visitors.

Over the last two years, the City has;

- Designated two new protected natural areas under the [Duluth Natural Area Program](#), Hartley and St. Louis River.
- Worked with the Duluth Coordinated Invasive Species Management Area and started an invasive species management plan based on work completed from 2015 to date.
- Initiated work with watershed partners on streams with Total Maximum Daily Loads. An E. coli source assessment has been completed on two creeks,
- Instream surveys and stream corridor restoration projects continue across the city.
- Appointed a Natural Resource Commission to advise and solicit public feedback.
- Participated in the St. Louis River Area of Concern remediation by supporting partners and working within connected watersheds to improve water quality,

provide stormwater retention, support riparian habitat, and reduce habitat fragmentation.

The City desires to create a nested framework of natural resource management components to identify compatible inter-agency outcomes and improve schedule coordination, permit/approval efficiency, and cost sharing. The Duluth Natural Resource Management Program Plan (Program) should:

- Describe the health of the City's ecosystems,
- Identify data gaps,
- Provide a watershed approach for the preservation, restoration, and management the resources, and
- Include an adaptive implementation framework compatible with inter-agency strategies.

The City seeks proposals from a consultant team who will collect existing data, create a geodatabase and analyze the data, facilitate a collaborative, inter-agency decision-making process, and develop the Plan. Figures 1-12 are maps showing public lands across the city. This project will generally focus on the large contiguous areas with resource value and smaller parcels where necessary associated with stormwater management.

Task 1: Inventory of Existing Data and Plans

Collect natural resource data from all readily available mapping sources, databases, past plans, and site-specific work completed on public lands to summarize existing natural resource conditions, management opportunities, and constraints. Combine all data into a geodatabase to assess the resource health and determine data gaps. Document the data inventory in a technical memorandum.

Native Plant Communities of Minnesota – The Minnesota Department of Natural Resources classification system, Minnesota's Native Plant Community Classification, is a key source the Contractor is expected to utilize.

The geodatabase should include:

- a. areas where Native Plant Communities data exist
- b. areas where Native Plant Communities condition rankings exist
- c. priority areas where Native Plant Communities survey data is needed

Invasive Species–Review past control work and prioritize projects and monitoring actions to work toward the eradication or control of invasive plant species on municipal lands where native plant communities are threatened. EDDMaps and, ISMTrack are key sources the Contractor is expected to utilize.

The geodatabase must be able to:

- a. map existing invasive species and areas
- b. identify priority areas for invasive species surveys to reduce threats to Native Plant Communities.

Unique and Rare Features –The Duluth Natural Areas Program ordinance ensures relatively undisturbed natural areas are preserved for plant and animal diversity, improved water quality, flood retention, and a sense of place for its citizens. MN DNR Natural Heritage Review database is a key source the Contractor is expected to utilize.

The geodatabase should include:

- a. areas of uncommon Native Plant Communities
- b. threatened, endangered, and special concern species
- c. unique geologic or geomorphic features
- d. special birding areas (i.e., breeding, nesting, migrating)
- e. any other exceptional ecosystems with the ability to become or remain self-sustaining (e.g., self-sustaining brook trout populations)

Watersheds – Duluth has forty-three named streams draining into either the St. Louis River Estuary or Lake Superior, and sixteen of these streams are designated trout streams. The South St. Louis Soil and Water Conservation District list of priority restorations is a source the Contractor is expected to utilize.

The geodatabase should include:

- a. known water quality issues (e.g., adverse stormwater impacts, erosion and sedimentation, E.coli, temperature)
- b. culvert inventory status in relation to fish passage
- c. areas where restoration work has been completed
- d. watersheds prioritized for restoration by the City and other agencies

Land Parcels– Include in the geodatabase existing and potential lands for protection such as:

- a. City lands with parcel restrictions (e.g., ordinances, easement, title restrictions)
- b. County tax forfeit lands identified by City and County for protection

Land Use in Natural Resource systems: - Identify and map:

- a. official and unofficial trails
- b. areas where trail removal or re-design is important for natural resource health (i.e., proximity to water features, fragmentation)
- c. existing and proposed no-mow areas for parks
- d. known areas where excessive erosion and sedimentation is reducing natural resource resiliency

Capacity: Understand the existing capacity of the City's natural resource program.

- a. describe existing staff managing the City's natural resources and areas of expertise
- b. identify City funds supporting the current program
- c. identify partner funds and other sources supporting natural resource work in the City

Task 1 Deliverables:

1. A minimum of three half day field trips (east, central, west) to get a lay of the land.
2. Work with the City to develop an interagency technical team of professionals who can commit time for review and meeting attendance.
3. Plans and attendance for up to 6 meetings for data collection and historic project work by the City and inter-agency partners
4. Geodatabase of data sets listed above. The geodatabase should include relevant data elements (e.g., source, type, date) with the ability to be used in Task 2 where the inter-agency team will help prioritize preservation, restoration, and monitoring tasks for developing an adaptive Natural Resource Program.
5. Technical memorandum describing development of the geodatabase, including documentation of data sets and sources, identified data gaps, and data limitations. The memorandum should contain maps as necessary to present the assessment. The report should be organized so it can be used to understand what we know and what we don't know about the city's natural resources.

Task 2: Data Assessment and Program Analysis

Upon completion of Task 1, work with the inter-agency team and City's Natural Resource Commission to describe the natural resource threats and strategies for protection, restoration, and management of those resources. The work will include, but not be limited to:

- a. identification of native plant communities with greatest opportunity for restoration (i.e., invasive species, plantings, forest thinning)
- b. prioritization for data collection and assessment work where there are data gaps
- c. management and monitoring strategies where work has been completed
- d. prioritization by watershed from greatest to least opportunity for preservation

Develop recommendations for an adaptive framework to be managed and updated over time. The recommendations shall be in context of building resiliency for anticipated changes related to climate along with the practical implementation with the staffing and funding resources on hand and across other agencies. Provide up to three alternative cost scenarios relative to a high, moderate, and low-level programming needs. The scenarios should align with the work of the City's partners and potential funding sources with the understanding the City has limited funding and staff.

Task 2 Deliverables:

1. Synthesis and analysis of data
2. Threats and strategies for preservation, restoration and management
3. Alternative cost scenarios for implementing the Program
4. Plans and attendance for up to six meetings with the inter-agency technical team, staff, and/or the Natural Resource Commission at appropriate times for informing and obtaining feedback
5. Technical memorandum documenting items 1 through 3

Task 3: Natural Resource Community Engagement

Local resource managers are a valuable resource and will recommend priorities and standards to apply to Program mapping and analysis. Project time to work through the details of each of these elements is very important for the success of the Program.

1. The City's Natural Resources Commission will serve as the technical advisory group to review all phases of work. Participate in up to six NRC meetings open to the public for the various tasks. Since commissions meet monthly, scheduling agendas and providing materials with ample review time is critical for good feedback.
2. Work with the City to hold three workshops to gather input on programming, preservation, restoration and management priorities.

Task 3 Deliverables:

1. Meeting preparation and facilitation materials.
2. Workshop attendance, facilitation, and management (note: city will organize locations, messaging/mailings, and other logistics).
3. Memorandum presenting a summary and outcomes of public process associated with the Natural Resource Commission meetings and workshops.

Task 4: Program Development

Use the tasks above to complete two drafts of the Program. The Program shall include, but not be limited to the following components:

1. Assessment of existing public lands in relation to the natural resources and ecosystem health
2. Public engagement and outcomes
3. Proposed framework for Duluth's natural resource preservation, restoration, and management program of public lands
4. Priorities, costs, and phasing for the alternative scenarios associated with the Program's implementation
5. Program budget and staff needs to manage the City's natural resources for the alternative scenarios (this work will not include parks maintenance related to human use and recreation; it is for the natural resource component only and should include expectations of work to be completed by City partners).

Task 4 Deliverables:

1. Up to two drafts of the Duluth Natural Resource Management Program Plan documenting the work completed in Tasks 1 through 4 for review and feedback from the inter-agency team.
2. Up to 3 staff meetings to work through drafts
3. Up to 3 presentations to the Natural Resources Commission
4. Final Program

Project Timeline

This request for proposals will be conducted according to the following schedule. This schedule may be altered at any time at the discretion of City staff. The terms of the

contract to be awarded under this request for proposals is anticipated to be August 1, 2020. Phasing of the work will depend on available funding.

1. Release RFP: May 15, 2020
2. Questions Due: May 30, 2020
3. Response to Questions Posted: June 10, 2020
4. Proposals Due: June 30, 2020
5. Contractor Selection (phased approach, amount depends on funding): July 15, 2020
6. Anticipated Contract Start Date: August 1, 2020
7. Work Completion Date: Assuming funding is available, the expected timeframes are as follows:
 - a. Task 1 - 7 months; (August 1, 2020 – January 30, 2021)
 - b. Task 2 - 7 months; (December 1, 2021 – July 30, 2021)
 - c. Task 3 - 3 months; (April 1, 2021 – July 1, 2021 for workshops) and,
 - d. Task 4 - 2 months. (July 1, 2021 – September 1, 2021)

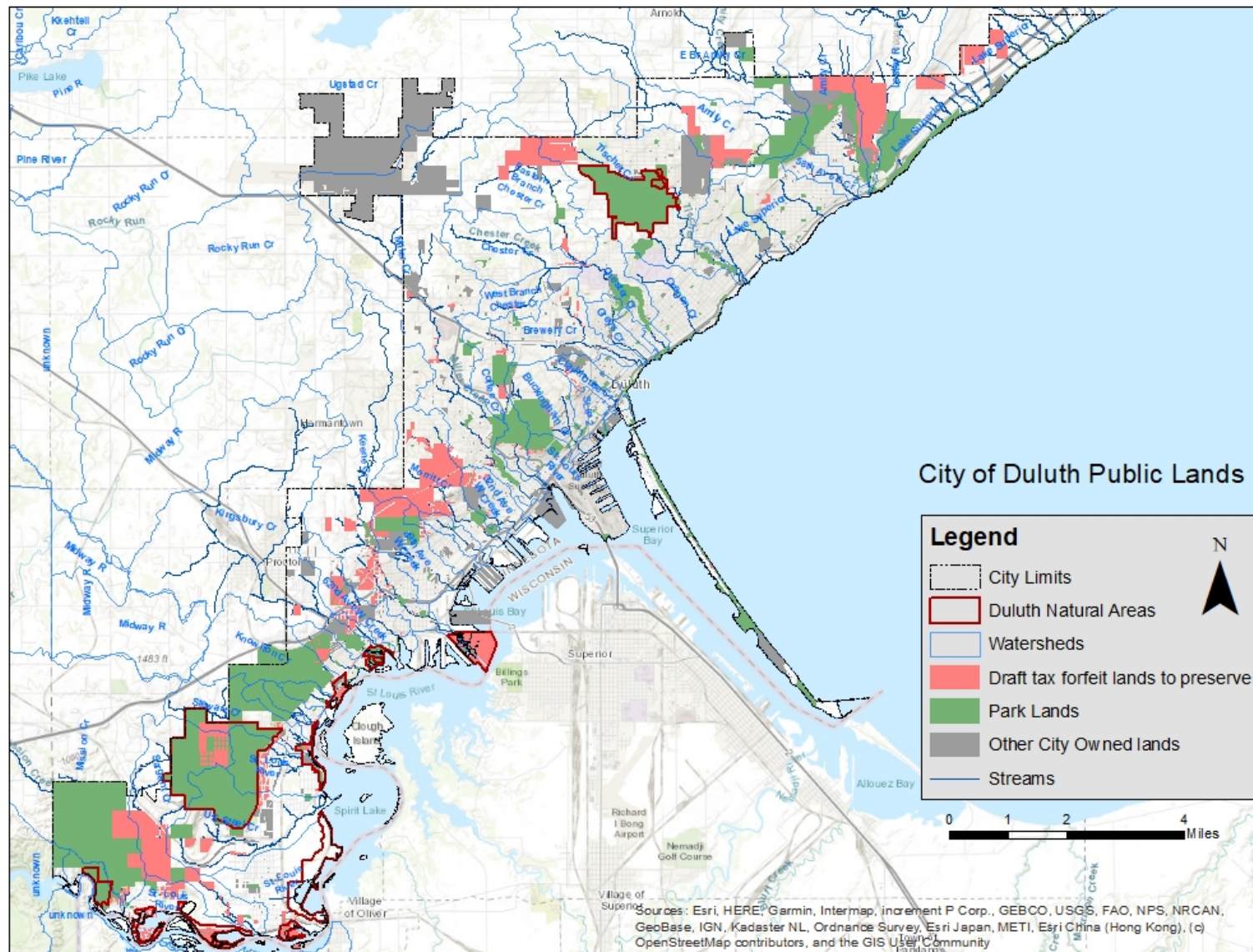


Figure 1

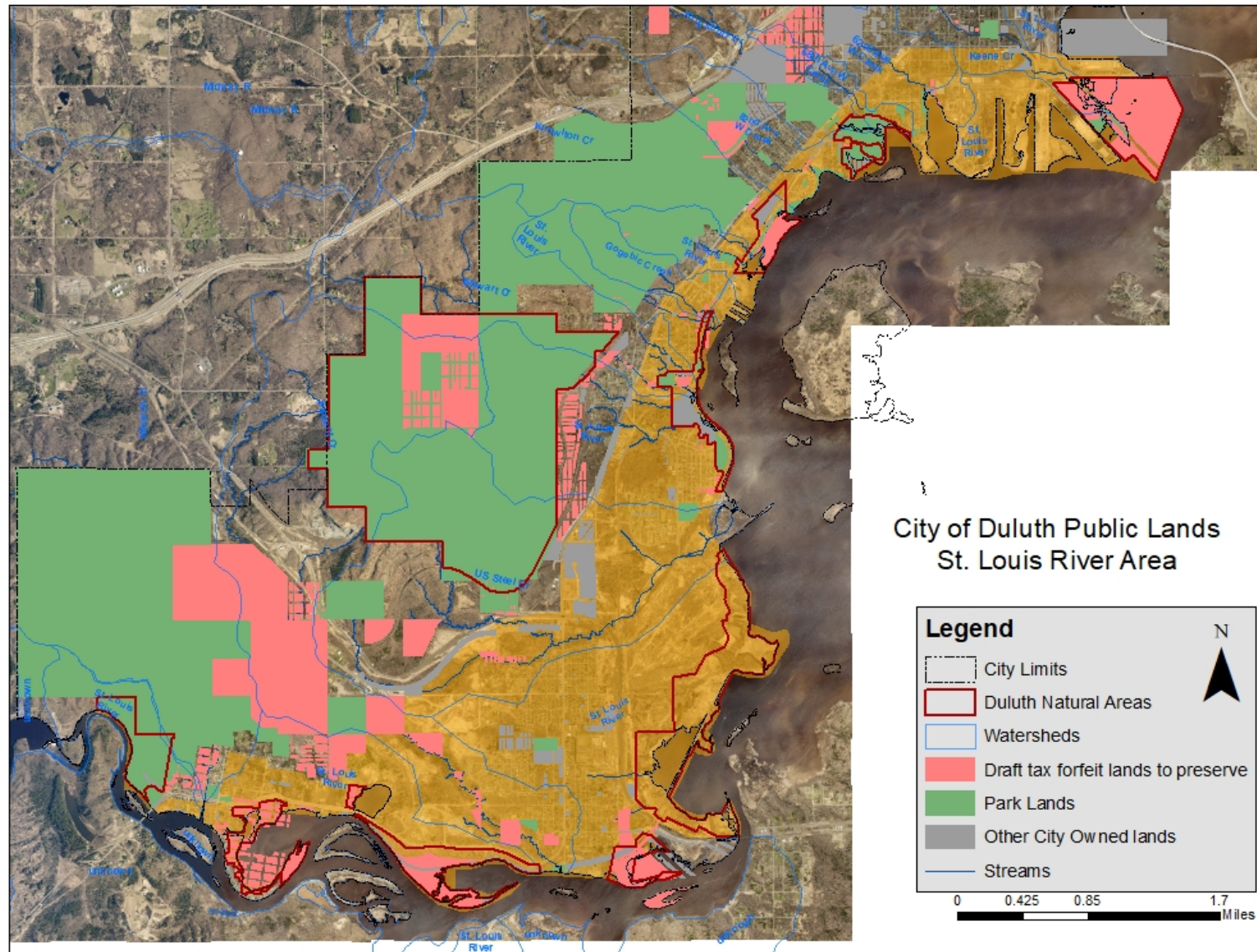


Figure 2

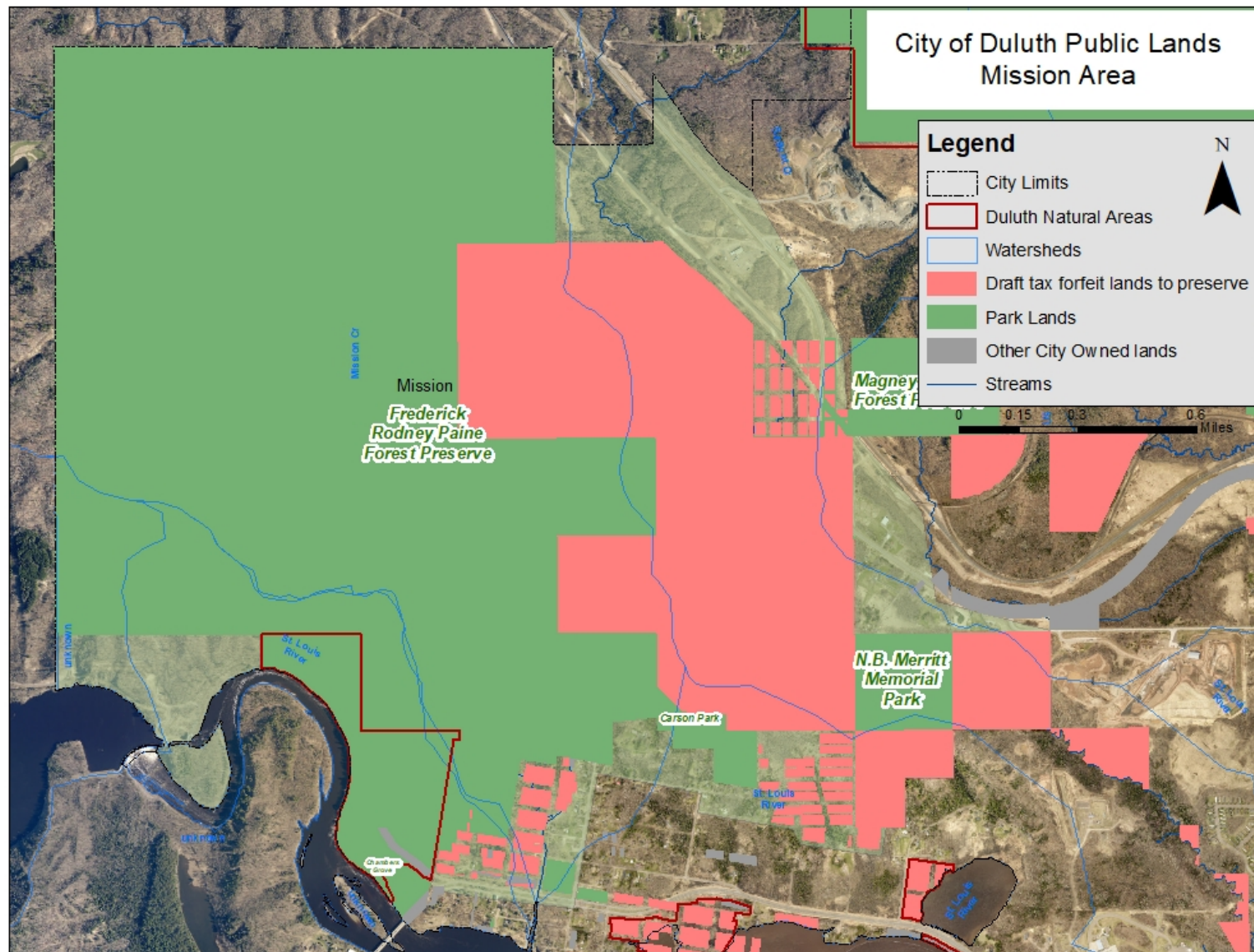


Figure 3

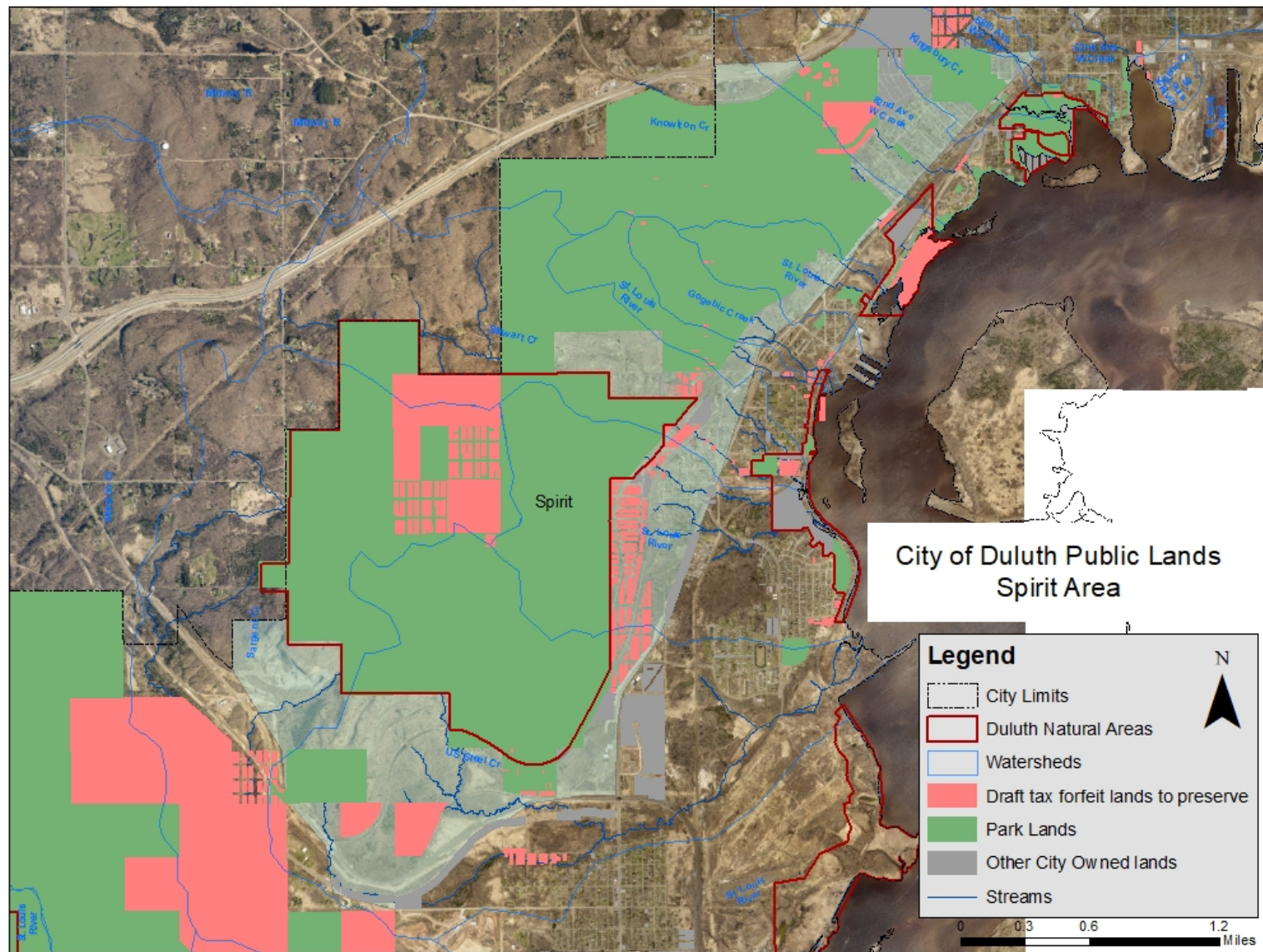


Figure 4

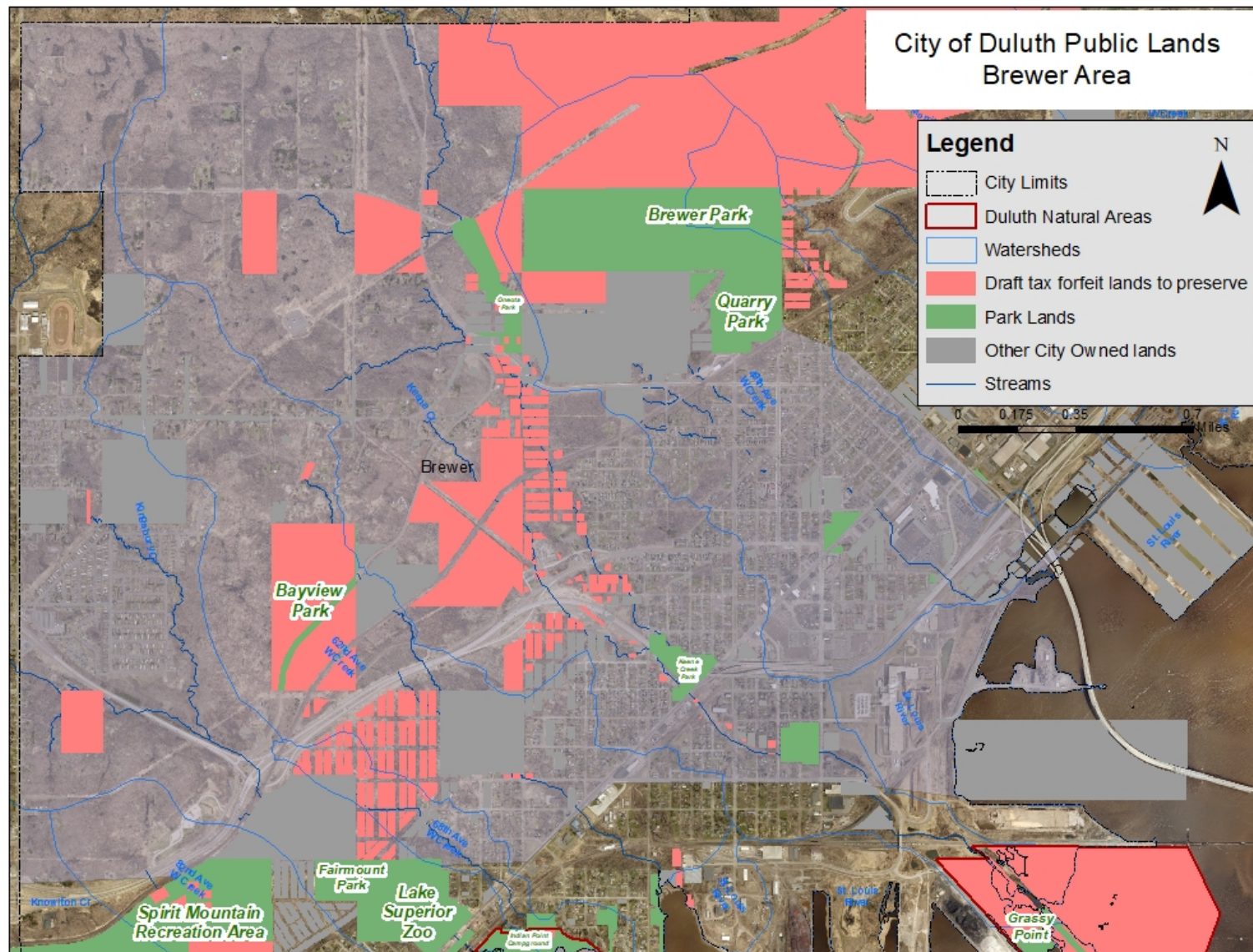


Figure 5

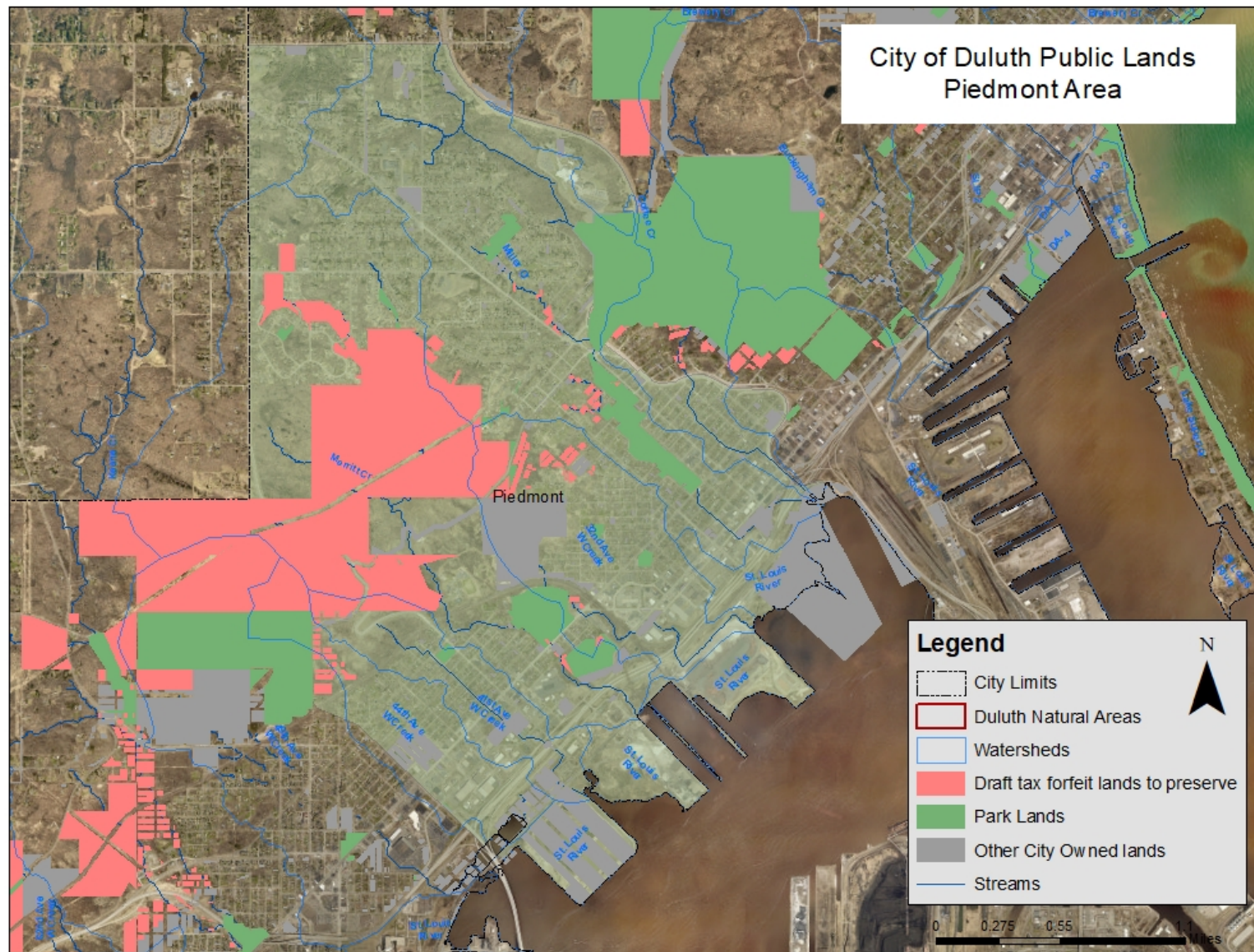


Figure 6

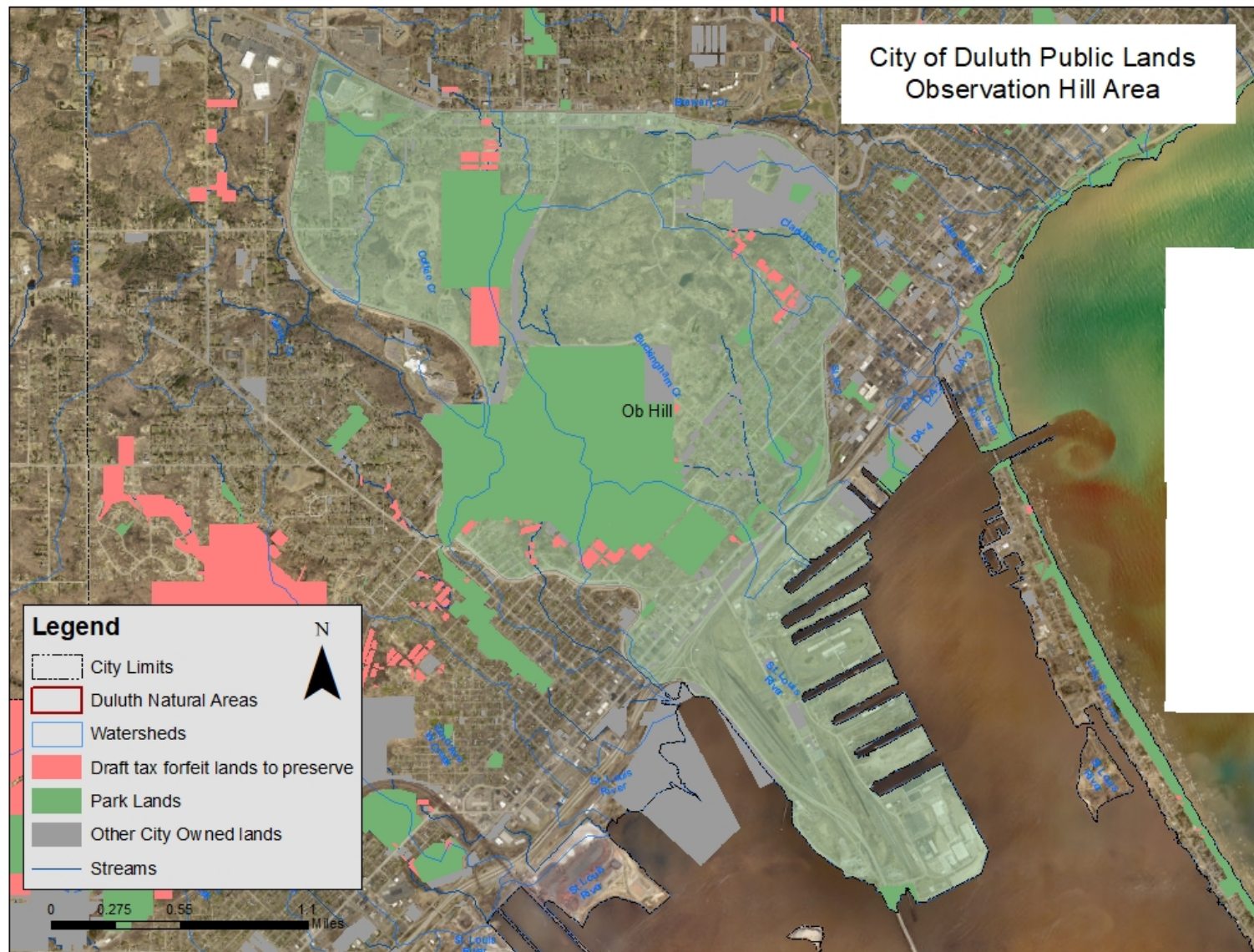


Figure 7

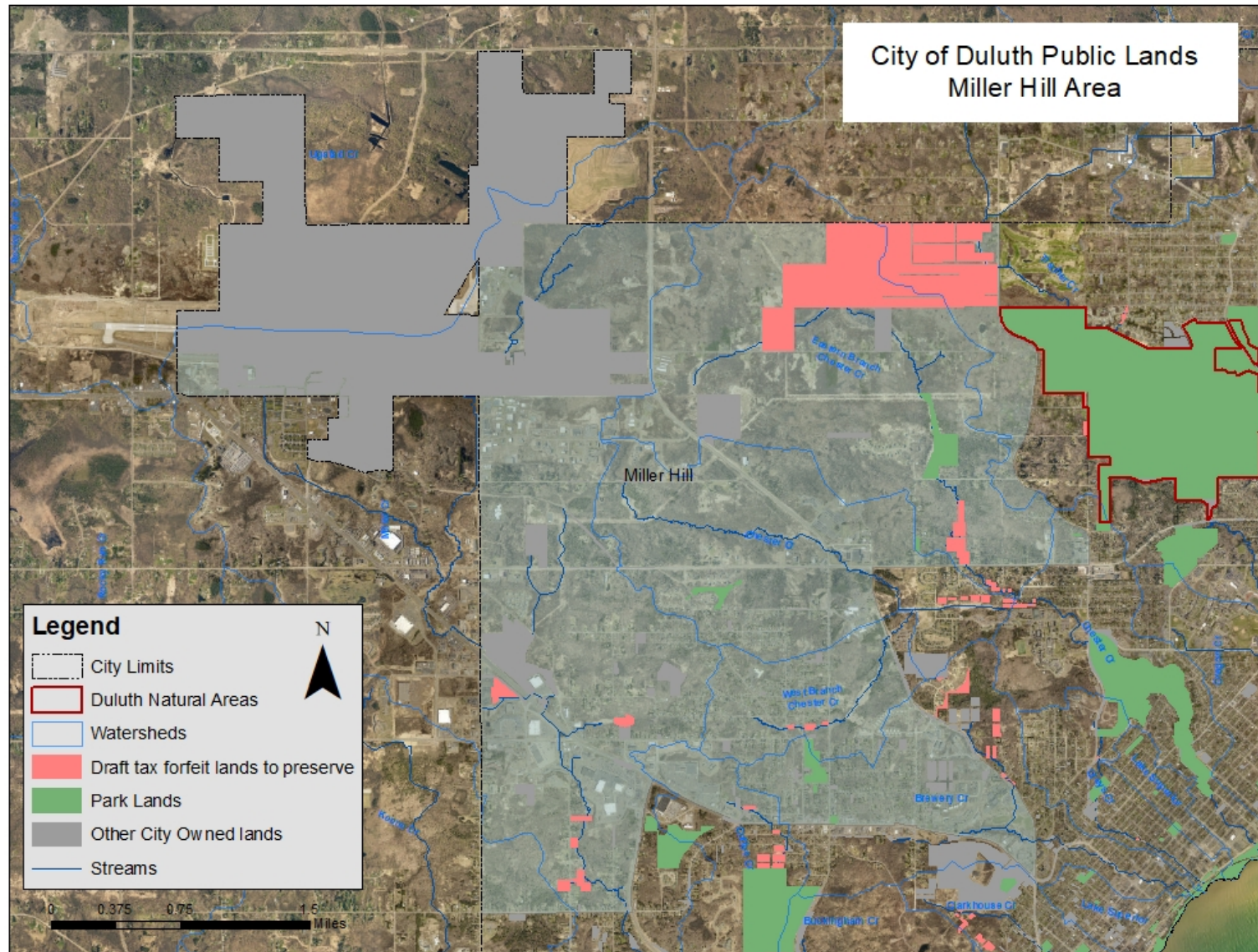


Figure 8

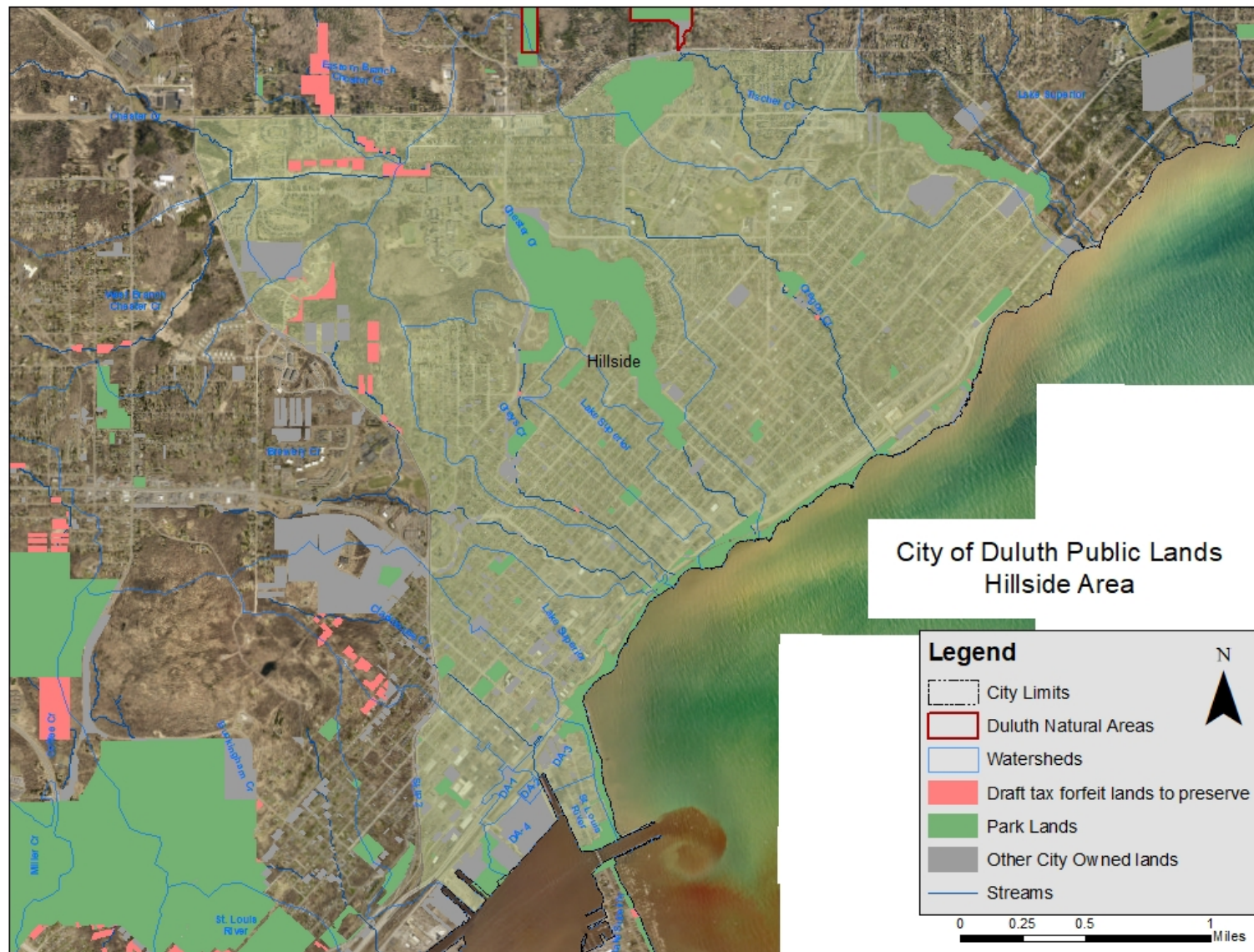


Figure 9

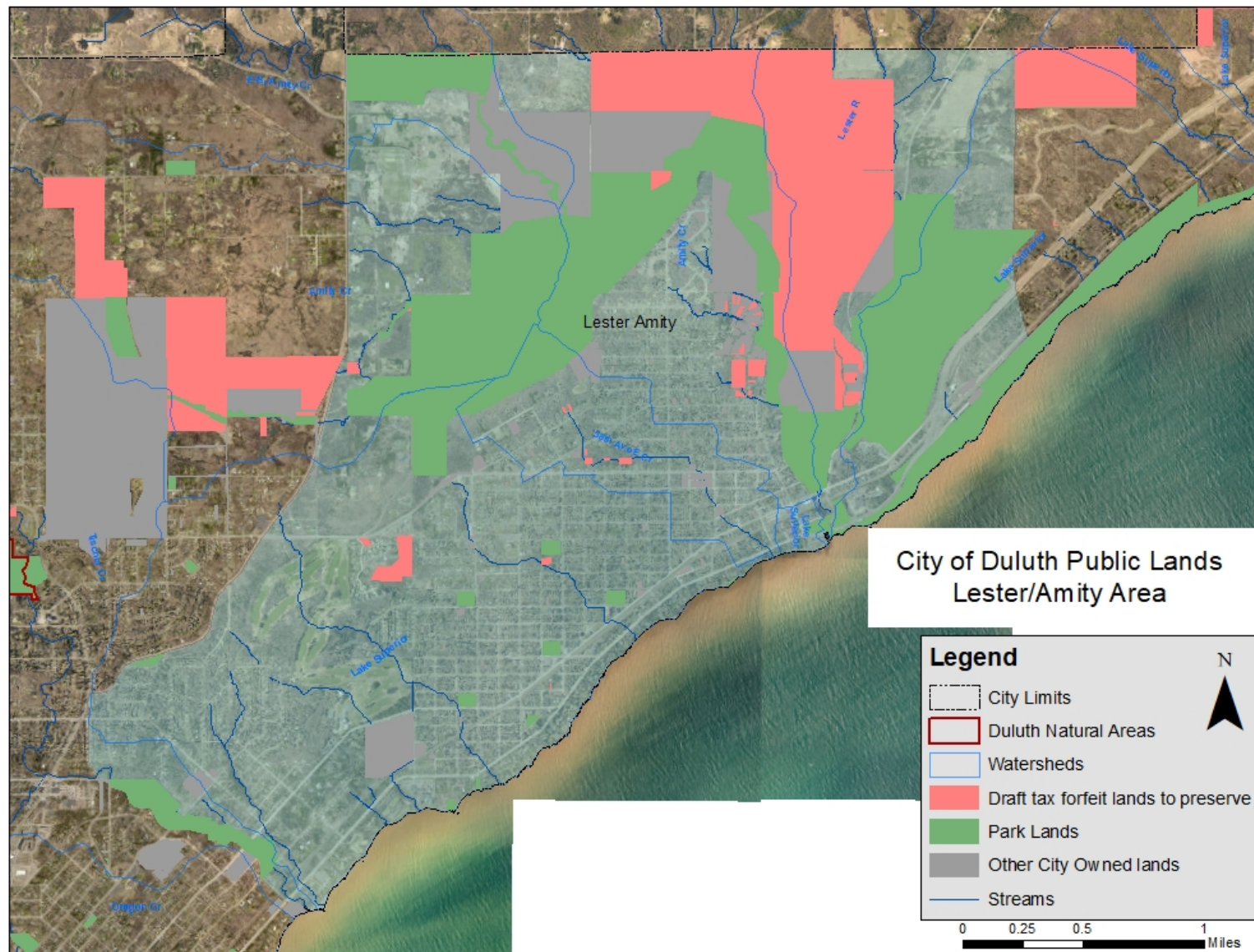


Figure 11

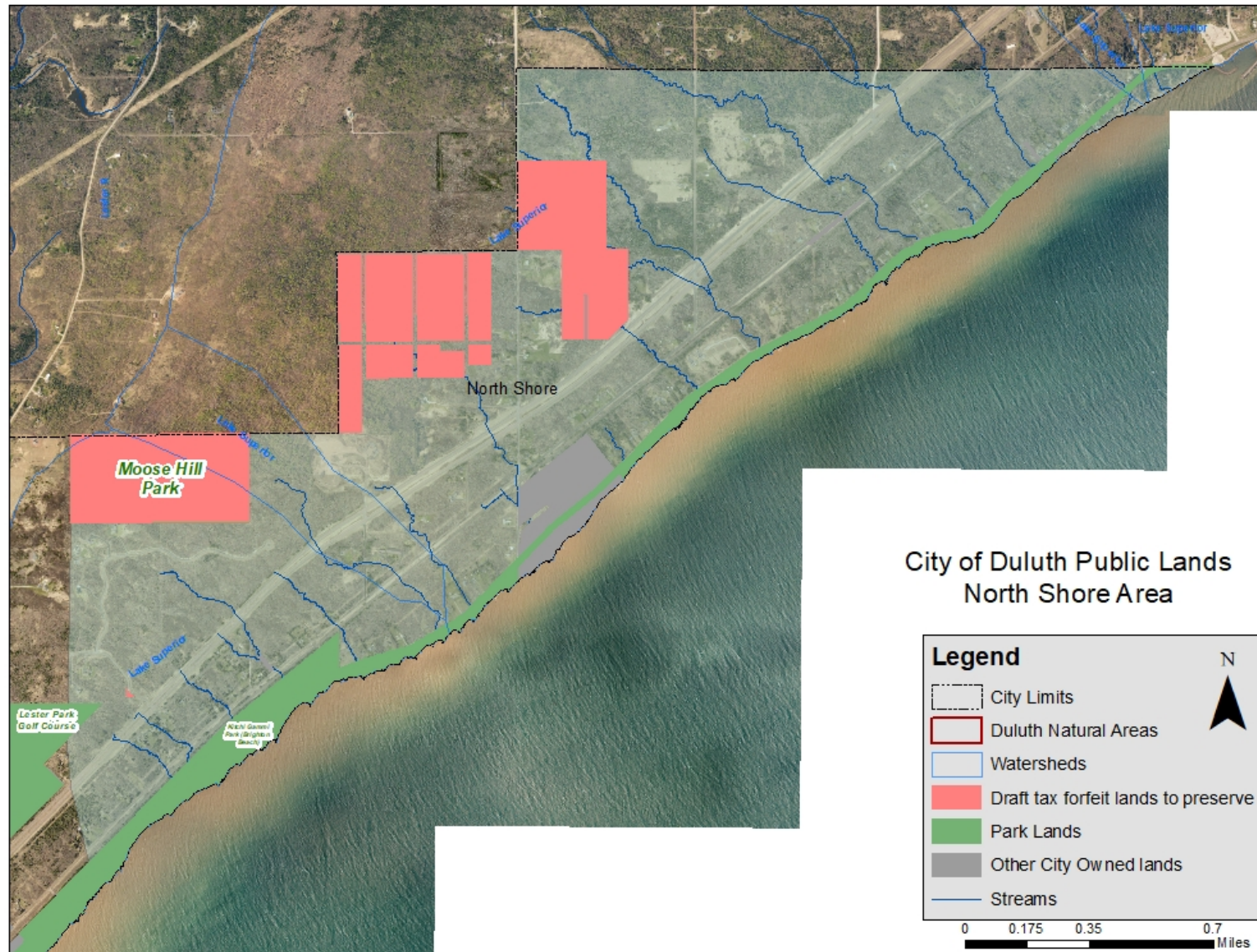


Figure 12

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 20-12AA
Duluth Natural Resources Management Program Plan

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	

City of Duluth
Supplementary Provisions – State & Federal Funding
20-12AA RFP Duluth Natural Resource Mgmt Program 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 2, 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. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

8. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. 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.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (*Applies to all contracts over \$100,000*)

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

11. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> .

ADDITIONAL CONDITIONS PER GRANT AGREEMENT

1. CYBERSECURITY

If awarded contractor's network or information system is connected to EPA ("Agency") networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange, contractor must comply with the following requirement:

EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the contractor's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the contractor agrees to contact the EPA Project Officer no later than 90 days after date of award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

2. TRAFFICKING

Contractor, its employees, its subcontractors and their employees, may not –

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the awarded project.

The Federal awarding agency may unilaterally terminate the award, without penalty, if the contractor –

- a. Is determined to have violated a prohibition of paragraph 2; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 2 through conduct that is either –
 - (1) Associated with performance under this award; or
 - (2) Imputed to the City of contractor using the standards and due process for imputing the conducting of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" as implemented by the Agency at 2 CFR 1532.