

City of Racine
Intent to Extend Services
Financial Empowerment Center (FEC) Management
Contract #2022078



Contact information:	Monica G. Santos - Purchasing Agent City of Racine Purchasing 730 Washington Ave. Room 105 Racine, WI 53403 Office: 262.636.9143 Fax: 262.636.9100 Email: monica.santos@cityofracine.org Website: http://www.cityofracine.org/purchasing
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The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: _____

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

1. General Information

The City of Racine is an Implementation Partner in the Cities for Financial Empowerment (CFE) Fund's Financial Empowerment Center Replication grant, and committed to partnering to provide residents with free, professional, confidential financial counseling as a municipal service.

Housing Resources, Inc. is a non-profit organization that prepares people for sustainable home ownership and fosters financial empowerment.

Housing Resources, Inc. has agreed to provide one-on-one financial counseling and coaching, free of charge, in accordance with the CFE program model.

Housing Resources, Inc. has managed the Racine Financial Empowerment Center services, in partnership with the City, since 2020.

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The City of Racine is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Racine.

The City of Racine, in its sole discretion and without cause, may terminate this Request, Purchase Order or Contract, in whole or in part, at any time without incurring liability to the bidder for lost profits, or any other costs of damages.

The proposal and all materials submitted with the proposal shall become property of the City and will be subject to Wisconsin Open Records Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

Submission of a proposal shall constitute a binding offer by Respondent to provide the services at the prices described therein until such time as the parties enter into an agreement.

This contract shall be effective August 17, 2022 and shall be in place for one year to August 16, 2023. ("Expiration Date"). Unless either party, at least thirty (30) day prior to the Expiration Date, gives notice of its intent to negotiate the contract, it shall continue in effect for one additional year and from year to year thereafter until timely notice is given. Either party may terminate the contract for good cause by providing at least ninety (90) days written notice to the other party.

Invoice(s) should be sent to accountspayable@cityofracine.org and should include contract #2022078

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7) Subrecipients may use Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

The City recently allocated additional funding for the program through the federal American Rescue Plan Act (ARPA) and wants to continue efforts under the Program to support new home ownership in the City of Racine.

This Contract results in a subaward of federal assistance provided by the US Department of Treasury under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act (ARPA) Pub. L. No. 117-2 (March 11, 2021). The Contractor is a subrecipient and the City of Racine is a pass-through entity for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.

This RFP is regulated in accordance with 2 CFR § 200.318-326 and Appendix II:

<https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR8feb98c2e3e5ad2/section-200.318>

This request for proposal is for a project that may be funded using federal grant funds. The following provisions will apply:

1. Eligible party will not be disbarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive order 12549, *Debarment and Suspension*.
2. Expenses for activities will be for allowable costs under OMB Circular A1-33 *Audits of States, Local Governments, and Non Profit Institutions*.
3. Funds will *not* be used for any work associated with “lobbying” in accordance with 18 U.S.C. 1913

2. Cost

The City shall pay to Housing Resources Inc. (HRI) \$150,000 per year for the services described below in the scope of services for the one (1) year term of the contract. This amount shall be paid as requested from HRI if agreed by the City of Racine designee.

HRI represents that is an independent contractor. HRI further represents that it holds an Employer Identification number with Federal Internal Revenue Service, which number is 39-1706658.

3. General Questions

Have you performed any work for the City of Racine in the past? YES NO

Are you part of the Disadvantage Business Enterprise (DBE) Program? YES NO

if you answered no, would you like more information? YES NO

Are you able to perform work for the State of Wisconsin? YES NO

Has your organization received a federal grant in the last 5 years? YES NO

4. Racine Works Program (RWP)

The “Racine Works Program (RWP)” is a preferential hiring program used by the City of Racine to help residents of the City gain access to employment opportunities on City construction or City funded projects. The Racine Works Program is designed to promote employment of City residents as part of a contractor’s workforce on some City construction projects.

The City of Racine RWP procurement policy promotes the utilization of local workers and maximization of the economic impact of annual operating and capital project spending.

Bidders and contractors shall satisfy the [City of Racine Ordinance Section 46-41](#) if applicable.

5. Scope of Services

Housing Resources, Inc. shall retain staff, secure counseling sites and provide day-to-day management (the "Work") in accordance with the following terms and conditions:

- A. **Implement the Racine FEC in accordance with the model requirements, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on the CFE Fund's training standards, data collection, and active partnership with the City of Racine to manage the work.**
 - a. Meet benchmarks in Year 1 and Year 2 on average number of financial counseling sessions per full-time counselor and average number of outcomes per full-time counselor as defined by the CFE Fund.
- B. **Identify a Program Manager** who will oversee the delivery of the financial counseling and coaching and serve as the main contact person between Housing Resources, Inc. and the City of Racine.
 - a. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City on all organizational staffing matters that could impact the Racine FEC.
 - d. Support all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the City FEC Manager to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
 - e. Participate in regular meetings with the City, and the CFE Fund, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Use the Financial Empowerment Center database ("FECBOT") for at least the duration of the CFE Fund's grant to monitor efforts, and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
- C. **Ensure that the Financial Empowerment Center service is delivered effectively and follows the model requirements provided by the City and the CFE Fund.**
 - a. Work closely with the City Manager on day-to-day operations, reporting needs, partnership development, and counselor supervision.
 - b. Ensure, provide, or retain and provide appropriate supervision to at least 3 full time or full time equivalent (FTE) counselors.
 - i. Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff

- openings, or personnel changes as it relates to Housing Resources, Inc.'s performance of this Contract.
- ii. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.
 - iii. Ensure that counselors and the manager have received training from a “CFE Certified Training Partner”, including a code of ethics training.
 1. Provide the City with proof that financial counselors have completed all the required trainings, specifically counselor certificates and signed code of ethics forms.
 - c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - d. Ensure that no material changes to operations are made without the prior approval and consent of the City including change in hours of operation, staffing, partnerships and locations.
 - i. It is the sole responsibility of Housing Resources, Inc. to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
 - e. Develop and implement an effective deployment strategy, including hours of operation, for counselors based on client needs, City priorities, geographic needs, target population, partnership opportunities or other needs.
 - i. Ensure that each counselor, regardless of where he/she is placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially. Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment).
 - ii. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - iii. Deliver counseling on days and at hours that, upon consultation with the City, are determined to meet the needs of clients. Housing Resources, Inc. is expected to make some evening and weekend hours available at locations. Housing Resources, Inc. shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City.
 - f. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - g. Housing Resources, Inc. shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews,

focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City. The City will make best efforts to provide a minimum 15 days' notice.

- h. Housing Resources, Inc. shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City and the CFE Fund.
 - i. If Housing Resources, Inc. has existing financial counseling/coaching programs, it shall work with the City to develop a plan to ensure that the FEC work is distinct.
- D. Support efforts to identify, secure and manage programmatic partnerships (referrals, co-locations and integrations).**
- a. Ensure the Racine FEC has a minimum of eight partnerships that cover the following approaches.
 - i. Referral: Partner's case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii. Co-Location: FEC counselor is on site at the organization.
 - iii. Integration: FEC counselor is on site, the financial counseling is part of the service delivery and there is sharing of key data points.
 - b. Continue to identify and secure programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
 - i. The City will serve as the lead on any partnership agreements (if applicable).
 - c. Work with the City Manager to assess partnerships, ensuring effectiveness and impact.
- E. Adhere to FEC marketing protocols, including City and CFE Fund communications guidelines.**
- a. Prominently display signage and marketing materials for the FEC at counseling locations.
 - i. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - b. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City).
 - c. Refer all media queries and media interviews to the City or the City's designated agent.
 - d. Prior written approval from the City and in some cases from the CFE Fund, is required before Housing Resources, Inc. or any employees, servants, or agents may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
 - e. Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

6. Ownership

1. If at any time this agreement is terminated, the CFE Fund will be the owner of all data collected in the database and will retain a full copy of historical data collected during the period that this contract was in force for a period of 6 years. The CFE Fund, in its sole and absolute discretion, may choose to make the data available to the City and its Financial Counseling Provider(s) if applicable, for its use following the termination of the grant.
2. Following the completion of the Grant term, the CFE Fund, in its sole and absolute discretion, may choose to allow the City and its Financial Counseling Provider(s) if applicable, to continue using the CFE Fund's database. Licensing fees and any other fees associated with use of the software will be the responsibility of the City.

7. FEC Database (FECBOT) and Experian Connectivity

1. For the term of the Contract, Contractor will use the CFE Fund's FEC database, FECBOT.
2. Ensure that weekly session and client data is entered into the database before 5 p.m. the Wednesday of the following week. FEC staff members must notify the City of any barriers in reaching weekly deadline.
3. Ensure that all FEC staff members maintain rigorous client confidentiality when using FECBOT and Experian, and follow data collection protocols to ensure client confidentiality:
 1. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports
 2. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, City and Program Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Housing Resources, Inc.'s other office locations.
 3. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 4. Ensure each client understands and signs a Client Waiver form approved by the CFE Fund. Housing Resources, Inc. must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 5. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Housing Resources, Inc. client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 6. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special

- characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
7. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 8. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

9. Intellectual Property

1. Housing Resources, Inc. recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund for the Grantee's, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. Housing Resources, Inc. will not use, transmit, display or publish or otherwise license such materials without the CFE Fund's prior written consent.

10. Relationship of the Parties

HRI is an independent contractor and will maintain complete control of and responsibility for its Personnel, methods and operations. Contractor at no time will hold itself out as an agent, subsidiary or affiliate of the City of Racine for any purpose, including reporting to any government authority. This Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party. Any Fees, Expenses or other amounts paid by City of Racine to HRI hereunder shall not be considered salary for pension or wage tax purposes and neither no Personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of City, unless otherwise required by law. City shall not be responsible for deducting or withholding from Fees or Expenses paid under this Agreement any taxes, unemployment, social security or other such expense unless otherwise required by law.

11. Indemnification and Insurance Requirements:

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising

before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

- a) General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- c) Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
- b) The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- c) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
- g) Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion,

collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

8. Application Terms and Conditions for sub-award of ARPA Grant

If awarded, this program will be funded as a sub-award of the City's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA). The Agency, as sub-recipient (the "Sub-recipient") of the ARPA Grant, agrees to comply with all the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following:

A. Use of Funds.

- (a) Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- (b) Sub-recipient will determine prior to engaging in any project using this

assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.

- B. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the City, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
- C. Reporting. Sub-recipient agrees to cooperate fully and promptly with the City with any and all reporting obligations established by Treasury and/or the City as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
- D. Maintenance of and Access to Records.
 - (a) Sub-recipient shall maintain records and financial documents sufficient to support the City's production of evidence of compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - (b) The City, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - (c) Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the City, whichever is later.
- E. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- F. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
- G. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award
- H. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
- I. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- J. Compliance with Applicable Law and Regulations.

- (a) Sub-recipient agrees to comply with, and to fully cooperate with the City with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the City with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
- (b) Federal regulations applicable to this sub-award include, without limitation, the following:
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.

- (c) Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- i. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- ii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iii. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- iv. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- K. Remedial Actions. In the event of the City's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the City or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the City (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- L. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- M. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- N. Publications. Any publications produced with funds from this sub-award must display the following language: *"This project is being supported, in whole or in part, by a federal award number awarded to the City of Racine, Wisconsin by the*

U.S. Department of the Treasury.”

O. Debts Owed the Federal Government.

- (a) Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the City or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the City and the federal government.
- (b) Any debts determined to be owed the City and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The City and Treasury will take any actions available to it to collect such a debt.

P. Disclaimer.

- (a) The City expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
- (b) The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the City (or the United States) and sub-recipient.

Q. Protections for Whistleblowers.

- (a) In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;

- vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- R. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- S. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Certifications required

The awarded bidder will be required to certify the following representations and warrants relating to the allocation of a sub award:

1. I am duly authorized by the Agency to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The City is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the City.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, City, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Agency's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Agency will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Agency shall be in writing and addressed to City of Racine. Notices to the City shall in writing and delivered to City of Racine 730 Washington Ave. Racine, Wisconsin 53403, or to such other address as either party shall provide to the other in writing. The Applicant is responsible for

notifying City of Racine for any changes to the contact information.

7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Agency is registered with the System for Award Management (“SAM”) and I confirm that the name of the Agency and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the City in connection with this is true, accurate and complete in all material respects as of and on the date hereof.

END OF DETAILED SPECIFICATIONS

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of: _____

a partnership consisting of: _____

an individual trading as: _____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the

plans and specifications and have checked the same in detail before

submitting this proposal; that I have full authority to make such statements

and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: _____

TITLE: _____

Sworn and subscribed to before me

this _____ day of _____ 20_____.

(Notary or other officer authorized to administer oaths)

SEAL:

My Commission Expires: _____