

HENNEPIN COUNTY  
MINNESOTA

## **Request for Proposals**

# 2025 Affordable Homeownership Programs

Information Session: December 17, 2024 at 2:00 pm

Closing date for all questions: January 17, 2025 at 3:00 pm

Proposal due date: January 28, 2025, at 3:00 pm



# Table of Contents

1	Introduction.....	3
1.1	Project overview .....	3
1.2	Scope of services (Attachment 1) .....	3
1.3	Proposal format and content.....	3
2	General rules .....	3
2.1	RFP overview .....	3
2.2	Estimated timeline and extension of time.....	4
2.3	Proposal submission .....	4
2.4	Questions and communication restrictions.....	4
2.5	Addenda.....	5
2.6	County’s right to withdraw, cancel, suspend and/or modify RFP .....	5
2.7	Proposer’s right to edit or cancel proposal .....	5
2.8	Proposals will not be returned .....	6
2.9	Public disclosure of proposal documents .....	6
2.10	Proposer’s costs.....	6
2.11	Proposer’s ideas.....	6
2.12	Collusion .....	7
2.13	Conflict of interest .....	7
3	Evaluation and selection.....	7
3.1	Proposal evaluation and recommendation for selection .....	7
3.2	Evaluation of responsiveness .....	8
3.3	Evaluation of responsibility .....	8
3.4	Evaluation panel and evaluation criteria.....	8
3.5	Execution of contract.....	10
	Attachment 1: Scope of Services .....	11
	County Priorities .....	11
	Eligible applicants .....	11
	Eligible activities .....	12
	Ineligible activities .....	12
	Program requirements .....	12

HOME: Community Housing Development Organization set-aside ..... 12  
Financing Terms and Contractual Requirements ..... 13

# 1 Introduction

## 1.1 Project overview

The Housing and Economic Development department, on behalf of the County of Hennepin, State of Minnesota and the Hennepin County Housing and Redevelopment Authority (HCHRA) (together, "the County," "the Authority," or "Hennepin County"), is soliciting proposals for affordable homeownership development assistance.

This Request for Proposals (RFP) anticipates awarding an estimated \$1,500,000 in capital funding from two programs:

- HOME Investment Partnerships Program (HOME) (federal funds)
- Homeownership Assistance Fund (HCHRA funds)

Affordable homeownership proposals are eligible to apply to this RFP. All awards made via this RFP will support the creation of affordable housing in Hennepin County, subject to the restrictions of each funding program.

Rental housing proposals should apply via the Affordable Rental Housing Development RFPs; see the separate application and RFP documents available in the Housing & Economic Development Portal.

## 1.2 Scope of services (Attachment 1)

The scope of services is included as Attachment 1.

## 1.3 Proposal format and content

Proposals will all be submitted through the Housing and Economic Development Portal on the Neighborly Software (<https://portal.neighborlysoftware.com/hennepincountymn/Participant>). When submitting a proposal, Proposers must follow the specific format and contents detailed in the Portal. Failure to do so may prolong the evaluation process or result in rejection of the proposal.

# 2 General rules

## 2.1 RFP overview

This Request for Proposals ("RFP") is an invitation for Proposers to submit a proposal to the County. It is not to be construed as an official and customary request for bids, but as a means by which the County can facilitate the acquisition of information related to the purchase of services (i.e. creation of affordable housing). Any proposal submitted is a suggestion to negotiate and **NOT A BID**.

## 2.2 Estimated timeline and extension of time

Distribution of RFP and Application Materials	Mid-December, 2024
Optional Information Session	December 17, 2024, 2:00-3:30 pm <a href="#">Link to join</a> (full URL in footnote) <sup>1</sup>
Optional Project Technical Assistance ('TA') Sessions	January 7-17, 2025
Deadline for all RFP-Related Questions	January 17, 2025 at 3:00 p.m.
<b>Proposals Due</b>	<b>January 28, 2025 at 3:00 pm</b>
County Board or HRA Board Approval	Estimated April – June 2025

## 2.3 Proposal submission

Proposals will be received in the Housing and Economic Development Portal (<https://portal.neighborlysoftware.com/hennepincountymn/Participant>). In order to submit a proposal, you must first register with the Portal. For more information on how to register, please find the Getting Started Guide on our Coordinated Affordable Housing Development RFP page: <https://www.hennepin.us/business/work-with-henn-co/rfp>. This guide covers how to accomplish a password reset and how to start an application. For other Portal technical assistance needed, click on the blue question mark in the lower right corner of the Portal log-in page.

Proposers are strongly encouraged to make their submissions well in advance of the proposal due date as the process may take some time to complete.

In the Housing and Economic Development Portal, select the Homeownership Development Assistance program. Follow the system prompts to complete all required fields.

Failure to submit a proposal on time may be grounds for rejection of the proposal. However, the County reserves the right, in its sole and absolute discretion, to accept proposals after the time and date specified.

## 2.4 Questions and communication restrictions

Questions concerning this RFP should be submitted in writing via e-mail with the subject line "2025 Affordable Homeownership Development RFP" to Andrea Stinley ([andrea.stinley@hennepin.us](mailto:andrea.stinley@hennepin.us)), copy to Ian Clobes ([ian.clobes@hennepin.us](mailto:ian.clobes@hennepin.us)) on or before 3 pm on Friday January 17, 2025.

Technical assistance (TA) sessions will be available From January 7 through January 17, 2025. To set up a TA session, please:

---

<sup>1</sup> [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NjAyNTM1NjctZjg5Zi00MDE0LTliMWYtOGQ0ZDdkN2Q3MGU1%40thread.v2/0?context=%7b%22Tid%22%3a%228aefdf9f-8780-46bf-8fb7-4c924653a8be%22%2c%22Oid%22%3a%225bca26fc-a69b-4f07-811c-8c7a949b94cc%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjAyNTM1NjctZjg5Zi00MDE0LTliMWYtOGQ0ZDdkN2Q3MGU1%40thread.v2/0?context=%7b%22Tid%22%3a%228aefdf9f-8780-46bf-8fb7-4c924653a8be%22%2c%22Oid%22%3a%225bca26fc-a69b-4f07-811c-8c7a949b94cc%22%7d)

- Fill out the TA Session Request Form at the link below. Please fill out one TA Session Request Form per project. The form will show what specific times are available to schedule a 30-minute TA session. After completing the form and indicating your availability, County staff will contact you to finalize a meeting time that works both for your team and relevant subject matter experts at the County.
  - Link to sign up for a TA session: <https://forms.office.com/g/9Vun7nep5n>
- Once confirmed, you will receive a calendar invite for a virtual meeting for your selected time. If your preferred time is no longer available, you will be contacted using the contact information provided on the TA Session Request Form.
- Project technical assistance sessions will be recorded digitally or by written notes. The recorded technical assistance is classified as public data under the Minnesota Government Data Practices Act and available to anyone filing a formal public data request to the County.

Proposers shall not communicate, verbally or otherwise, with any Hennepin County personnel or relevant consultant(s) concerning this RFP, except for the persons listed in this section. This restriction may be suspended or removed by the County and direction of the persons listed above. If any Proposer attempts or completes any unauthorized communication, Hennepin County may, in its sole and absolute discretion, reject the Proposer's Proposal.

## **2.5 Addenda**

The County reserves the right to modify the RFP at any time prior to the proposal due date. An addendum will be posted in the Homeownership Development Assistance program in the "Program Overview" section in the Housing and Economic Development Portal if the RFP is modified. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

The County will modify the RFP only by formal written addenda. Proposer's Proposal should be based on this RFP document and any formal written addenda. Proposers should not rely on oral statements, including those occurring at pre-proposal meetings or site visits.

## **2.6 County's right to withdraw, cancel, suspend and/or modify RFP**

The County reserves the right to withdraw, cancel, suspend, and/or modify this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

## **2.7 Proposer's right to edit or cancel proposal**

A proposal may be edited or cancelled in the Housing and Economic Development Portal prior to the proposal due date. With questions, please click on the question mark on the Portal page. If, at least 3 business days prior to the due date, a proposer has submitted a proposal and needs to further edit, please send an email to

[andrea.stinley@hennepin.us](mailto:andrea.stinley@hennepin.us) and Portal staff can re-open the application. A proposal may be cancelled or withdrawn from consideration by emailing [ian.clobes@hennepin.us](mailto:ian.clobes@hennepin.us).

## **2.8 Proposals will not be returned**

Upon submission, proposals will not be returned.

## **2.9 Public disclosure of proposal documents**

Under Minnesota law, proposals are private or nonpublic until the proposals are opened on the proposal due date. Once the proposals are opened, the name of the Proposer becomes public. All other data in the proposal is private/nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a Proposer. At that time, all remaining data submitted by all Proposers is public with the exception of data classified as private/non-public trade secret data under Minn. Stat. § 13.37 of the Minnesota Government Data Practices Act.

If the Proposer believes private/non-public data is included in its Proposal, Proposer shall clearly identify the data and provide the specific rationale in support of the asserted classification. Proposer must type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the Proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

The Proposer agrees, as a condition of submitting its Proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the Proposal. Typically, pricing, fees, and costs are public data. The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

## **2.10 Proposer's costs**

The County shall not be responsible for any costs incurred by Proposer in connection with this RFP. Proposer shall bear all costs associated with proposal preparation, submission, and attendance at interviews, or any other activity associated with this RFP or otherwise.

## **2.11 Proposer's ideas**

The County reserves the right to use any or all ideas, concepts, or other information provided in any proposals. Selection or rejection of the Proposal does not affect this right.

## **2.12 Collusion**

If the County determines that collusion has occurred among Proposers, none of the proposals of the participants involved in the collusion shall be considered. The County's determination shall be final.

## **2.13 Conflict of interest**

The Proposer affirms that to the best of its knowledge the submission of its Proposal, or any resulting contract, does not present an actual or perceived conflict of interest. The Proposer agrees that should any actual or perceived conflict of interest become known, it will immediately notify the County and will advise whether it will or will not avoid, mitigate, or neutralize the conflict of interest.

The County may make reasonable efforts to avoid, mitigate, or neutralize a conflict of interest by a Proposer. To avoid a conflict of interest by a Proposer, the County may utilize methods including disqualifying a Proposer from eligibility for a contract award or cancelling the contract if the conflict is discovered after a contract has been issued. The County may, at its sole and absolute discretion, waive any conflict of interest.

# **3 Evaluation and selection**

## **3.1 Proposal evaluation and recommendation for selection**

Proposals will be evaluated through several steps. First, staff will review projects and advance those meeting minimum requirements and funding eligibility. Second, a review committee including County staff and additional contributors, as needed, will review the advanced applications and rank projects based on ranking criteria below. The selection committee may request additional information prior to finalizing its ranking. Third, staff will complete additional underwriting to assess financial need, funding commitments, and readiness to proceed of top ranked projects, then make funding recommendations to the appropriate County boards and/or County administration based on funding availability. Funding recommendations will then be considered by the appropriate County boards and/or County administration, which will have final authority on funding or rejecting allocations.

This RFP does not commit the County to award funding or enter into an agreement. Submission of a proposal shall neither obligate nor entitle a Proposer to enter into an agreement with the County. The County reserves the following rights, to be exercised in the County's sole and absolute discretion: 1) to determine whether any aspect of a proposal satisfactorily meets the criteria established in this RFP; 2) to seek clarification or additional information from any Proposer; 3) to negotiate, sequentially or simultaneously, pricing and/or terms with any Proposer or vendor; 4) to reject any or all proposals with or without cause; 5) to waive any irregularities or informalities in a proposal; 6) to cancel or amend by addenda this RFP, in part or entirely; 7) to award funding to multiple Proposers; and/or 8) award funding to an entity that did not submit a proposal.

Evaluation of proposals by a selection committee, evaluation panel, County staff, a technical advisory committee, or by another group, individual or entity is advisory only. The County Board or its designee may consider or reject



such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the County Board or its designee, and as such, they are not binding upon the County, nor may they be relied upon in any way by a Proposer.

### **3.2 Evaluation of responsiveness**

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offer is in compliance with the terms and conditions set forth in this RFP. Proposals that do not comply with the provisions in this RFP may be considered nonresponsive and may be rejected.

### **3.3 Evaluation of responsibility**

To determine whether a Proposer is responsible, the County will consider the Proposer's general qualifications to perform the requirements in Attachment 1 in a satisfactory manner; financial responsibility; integrity; skill; and ability.

Factors considered by the County may include, but are not limited to, Proposer's past performance on previous projects; the Proposer's technical capabilities; individual qualifications of Proposer's key personnel; and the Proposer's financial ability to perform on the contract. Proposals from Proposers considered non-responsible will be rejected.

### **3.4 Evaluation panel and evaluation criteria**

After review of each responsive proposal, the County may immediately award a funding agreement to a successful Proposer based on the evaluation criteria, or it may establish a short list of Proposers for further consideration. The short list of Proposers may be asked to provide additional information, including but not limited to two years of audited financial statements. The short list of Proposers may also be asked to attend an in-person or telephone interview/presentation, as determined by the County in its sole discretion.

#### **Minimum Qualifications for all Proposals**

- Meet all Program Requirements
- Create long-term affordable housing (30+ years)
- Entire project creates homeownership opportunities for households at or below 80% AMI

Evaluation criteria shall include the following, listed in order of importance:

#### **1. Housing Affordability and Target Populations**

- Commits to maintaining affordability for longer than 30 years.
- Provides appropriate affordable housing to an underserved population.
- Demonstrates a concept for successful affordable housing.
- Creates homeownership opportunities for households below 50% and 60% AMI.
- Provides written criteria, guidelines or polices that promote successful and sustainable homeownership.

- Project's past experience and implementation plan demonstrate ability to reduce disparities in homeownership rates.

## 2. Project Feasibility

- Demonstrates financial support and other commitments necessary to complete the project.
- Documents funding sources including commitment levels, conditions, and expenditure deadlines.
- Demonstrates that the requested amount is the minimum amount necessary to provide/create affordable housing:
  - project hard and soft costs are reasonable and consistent with or below industry standards,
  - project is financially viable and meets subsidy layering/underwriting guidelines,
  - funding has been leveraged to the maximum extent no other appropriate funding sources are available to fill funding gap.
- Serves a high housing need identified by the municipality.
- Demonstrates that the project timeline and budget reflect the likelihood of meeting programmatic spending requirements.
- Demonstrates understanding of required documentation and regulations.
- Documents in-kind contributions from the municipality, business sector and/or community (as applicable).

## 3. Experience and Capacity of the Project Team

- Demonstrates expertise of the project team (i.e. developer, staff, management, as applicable and other partners) to complete the proposed project. For team members new to affordable housing,, demonstrates related experience and experience and capacity levels of the entire team.
- Demonstrates past performance in effectively managing affordable homeownership projects for the long term.
- Demonstrates reasonable financial capacity of the applicant and partners.
- Demonstrates past performance in reducing unnecessary barriers to homeownership.

## 4. Alignment with Hennepin County Priorities

- Promotes the connection of affordable housing to local employment opportunities, schools, transit service, and supportive services.
- Promotes a full range of housing choice throughout the county that is integrated with the broader community; preference for projects located in suburban Hennepin County.
- Includes local businesses certified as a Small Business Enterprise, Black, Indigenous, and People of Color (BIPOC) Owned Business Enterprise (aka "MBE") and Women-Owned Business Enterprise during the design and construction phase of the project.
- Incorporates workforce training programs, including Hennepin County's Workforce Entry Program.
- Provide green jobs that support renewable energy production, energy efficiency, natural resource conservation, waste reduction and recycling. Examples include preserving and caring for natural habitats, reducing toxic waste, maintaining EV parts, and charging stations, installing solar panels, etc.
- Creates more accessible units than the minimum required by Section 504: 10% of units in a project are accessible for physical disability, and an additional 2% are accessible for people with hearing or visual impairments.
- Minimizes displacement of BIPOC and vulnerable populations such as low-income households, immigrants, the elderly, and people with disabilities.

### **3.5 Execution of contract**

Before a funding agreement becomes effective between the County and any Proposer, the agreement must be ratified and signed by the County Board or its designee. If for any reason the County Board or its designee does not ratify and sign the agreement, then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

## Attachment 1: Scope of Services

The purpose of this Request for Proposals is to provide capital financing to create affordable homeownership opportunities. This RFP anticipates awarding an estimated \$1,500,000 in capital funding from two programs:

<b>Capital Funding Program</b>	<b>Funds available through this RFP</b>	<b>Average estimated awards</b>	<b>Eligible activities</b>
HOME	~\$500,000	\$50K/home	Development gap for creation of affordable homeownership units.
Hennepin Homeownership Assistance Program	\$1 million	\$50K/home	Development gap for creation of affordable homeownership units.

### County Priorities

The Hennepin County [2020-2024 Consolidated Plan](#) identified the following high priority needs:

- Preserve/create multifamily rental opportunities for low-income renter households (at or below 50% Area Median Income (AMI), with highest priority for extremely low-income renter households (at or below 30% AMI).
- Preserve/create single family homeownership opportunities with long-term affordability for those at or below 60% AMI, utilizing lower cost models where appropriate (i.e. townhomes, condominiums, cooperative ownership, land trust).
- Create housing opportunities for people experiencing homelessness.

Additional County priorities include:

- Creating new affordable units and prevent the loss of existing viable affordable units.
- Supporting a full range of housing choices throughout the county and ensuring equitable access to those units via inclusive tenant selection plans.
- Connecting affordable housing to local employment opportunities, schools, transit corridor development, and supportive services.
- Housing opportunities for Hennepin County Health and Human Services (HHS) client populations through a project-based unit commitment.
- Promoting diversity and inclusion through contracting. Promoting Affirmative Action and workforce development including Hennepin County’s Workforce Entry Program (WEP), and creating green jobs.
- Increasing the inventory of housing units accessible to people with physical disabilities.

### Eligible applicants

Eligible applicants are governmental agencies, Community Housing Development Organizations (CHDOs), community-based organizations, tribal organizations, and nonprofit and for-profit entities. Requests for individual assistance are not accepted through this Request for Proposals.

## Eligible activities

- Acquisition of property for creation of affordable homeownership opportunities
- Construction
- Moderate or substantial rehabilitation
- Site improvements
- Other reasonable and necessary expenses related to the development of affordable housing.

## Ineligible activities

This RFP makes capital available for affordable housing development. All non-capital requests are ineligible, including:

- Homebuyer downpayment assistance
- Funding for ongoing operating or service costs, except for operating costs for Community Housing Development Organizations (CHDOs)

## Program requirements

To minimally qualify for funding awards, proposals must comply with the program requirements described within this RFP, Exhibits to this RFP, and referenced standards and regulations. Descriptions or summaries of laws, rules and regulations in this RFP are not meant to be definitive or conclusive; applicants are responsible for knowing and complying with all requirements, specifically,

- Hennepin County HOME Program Manual (linked in the Homeownership Development Assistance Program page in the Housing and Economic Development Portal)
- Homeownership Assistance Fund Program Manual (linked in the Homeownership Development Assistance Program page in the Housing and Economic Development Portal)
- HOME program requirements: <https://www.hudexchange.info/programs/home/> (24 CFR Part 92)

## HOME: Community Housing Development Organization set-aside

A minimum of 15 percent of the HOME funds is reserved for Community Housing Development Organization (CHDO) projects. The HOME Regulations define a CHDO at 24 CFR Part 92.300 Subpart G as a private nonprofit, community-based service organization with the purpose and the capacity to provide and develop decent, affordable housing for the community it serves. A CHDO must document that they meet these criteria each time they apply for CHDO set-aside funding. The deadline for all qualified CHDO requests may be extended until all funds have been committed to CHDO eligible projects that meet the RFP priorities and requirements. Applicants wishing to be considered for a CHDO set-aside funds should complete the applicable CHDO checklist in the application. Applicants wishing to be considered for CHDO Operating Funds can submit a written request for CHDO Operating funds as part of their application.

## **Financing Terms and Contractual Requirements**

Successful projects awarded assistance typically receive a deferred, 0% interest 30-year loan. Financing terms will be determined by Hennepin County staff based on the project's development and operating budget and ability for repayment.

Loans must be repaid if the project does not meet the terms and conditions of the contractual agreement. A standard form loan agreement for each funding program is available upon request by following the process in the "Inquiries" section above; please be advised that terms and conditions in the template loan documents are subject to change. Applicants are encouraged to review the loan documents and note any rejected terms with the submission of their proposal.

In addition to loan agreements, due diligence documents required in advance of financial closing include but are not limited to: Lender's Title Policy; commitment for an American Land Title Association (ALTA) survey; a Legal Opinion Letter; agreement to defend, indemnify and hold the county harmless from any and all claims or lawsuits that may arise from the funded activities; agreement to provide evidence of insurance general liability, builder's risk, worker's compensation in form and content satisfactory to the county.

## Attachment D: Federal Notices

### NOTICE TO ALL PROPOSERS

Because a contract award under this Request for Proposal may be supported in whole or in part by financial assistance from the federal government, Hennepin County is required to inform you of the following:

#### 1. Non-Discrimination on the Basis of Faith

(a) Faith-based organizations may apply for this award on the same basis as any other organization, as set forth at, and subject to the protections and requirements of, this part and any applicable constitutional and statutory requirements, including 42 U.S.C. 2000bb et seq. Neither Hennepin County nor any federal funding agency will discriminate for or against an organization on the basis of the organization's religious character, motives, or affiliation, or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization.

(b) A faith-based organization that participates in this program will retain its independence

from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law. Religious accommodations may also be sought under many of these religious freedom, nondiscrimination, and conscience protections in Federal law.

(c) A faith-based organization may not use direct Federal financial assistance from any federal funding agency and/or Hennepin County to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by any Federal agency and/or Hennepin County, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious service.

#### 2. Non-Discrimination of Disadvantaged Businesses

(a) Hennepin County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## Attachment E: Federal Award Contract Provisions Addendum

This Federal Award Contract Provisions Addendum will be attached and incorporated into the HOME written agreement and/or HOME loan agreement (the "Agreement"):

Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Agreement. Additionally, the term "contract" shall mean the "Agreement"; the terms "contractor", "Contractor", and "CONTRACTOR" shall mean the party identified as "CONTRACTOR" or "PROVIDER" in the Agreement; and the terms "APPLICANT" and "COUNTY" shall mean the COUNTY OF HENNEPIN, STATE OF MINNESOTA. Citations included throughout this Addendum are for guidance and not determinative.

The provisions below may be applicable pursuant to (i) applicable federal law, including 2 C.F.R., Part 200, Appendix II (see, especially, 2 C.F.R. §200.327); (ii) COUNTY's application of federal awards to this transaction; and/or (iii) the nature and cost of the transaction.

In addition to CONTRACTOR's compliance with applicable provisions, CONTRACTOR shall ensure that its subcontractors or other parties performing on CONTRACTOR's behalf comply with the applicable provisions and confirm the same with necessary provisions in its subcontracts.

(1) Remedies.

The remedy provisions in the Agreement shall apply.

(2) Termination For Cause and/or For Convenience.

The termination provisions in the Agreement shall apply.

(3) Equal Employment Opportunity.

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H, of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The APPLICANT further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the APPLICANT so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The APPLICANT agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The APPLICANT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the federal award associated with this Agreement (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such APPLICANT; and refer the case to the Department of Justice for appropriate legal proceedings.

(4) Davis-Bacon Act.

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

(5) Copeland Anti-Kickback Act.

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(6) Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. Withholding for unpaid wages and liquidated damages. The U.S. Department of Homeland Security or such other applicable agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this subsection and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this subsection.

(7) Rights to Inventions Made Under a Contract or Agreement.

The parties shall comply with the requirements of 37 CFR Part 401.

(8) Clean Air Act and the Federal Water Pollution Control Act.

A. Clean Air Act.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds \$150,000.

B. Federal Water Pollution Control Act.

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the federal agencies awarding funds to COUNTY, which funds are used by COUNTY in association with this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract hereunder that exceeds \$150,000.

(9) Debarment and Suspension.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(10)Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the certification found in APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.

(11)Procurement of Recovered Materials.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (2) Meeting contract performance requirements; or
  - (3) At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(12) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

A. Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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).

(a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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).

(b) Telecommunications or video surveillance services provided by such entities or using such equipment.

(c) 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.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

(13) Domestic preferences for procurements.

- A. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.
- B. For purposes of this section:
  - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14) Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43)

- A. A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.
- B. A faith-based organization may not use direct Federal financial assistance from Hennepin County and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Hennepin County and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- C. All organizations receiving federal money through Hennepin County to provide social services shall provide the following notice to beneficiaries of the protections listed herein:

Name of Organization:

Name of Program:

Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- (1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- (2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;
- (3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;
- (4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and
- (5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.