

HENNEPIN COUNTY
MINNESOTA

Request for Proposals

2025 Affordable Rental Housing Programs

Live Online Information Session: Tuesday, December 17, 2024 at 2 p.m.

Closing date for all questions: Friday, January 17, 2025 at 3 p.m.

Proposal due date: Tuesday, January 28, 2025 at 3 p.m.



Table of Contents

1 Introduction3

1.1 Project overview.....3

1.2 County Priorities3

1.3 Scope of services (Attachments A, B, and C).....4

1.4 Pre-proposal Information Session.....5

2 General rules.....5

2.1 RFP overview5

2.2 Estimated timeline5

2.3 Proposal submission6

2.4 Questions, technical assistance, and communication restrictions.....6

2.5 Addenda.....7

2.6 County’s right to withdraw, cancel, suspend and/or modify RFP7

2.7 Proposer’s right to edit or cancel proposal7

2.8 Proposals will not be returned.....7

2.9 Public disclosure of proposal documents.....8

2.10 Proposer’s costs.....8

2.11 Proposer’s ideas8

2.12 Collusion.....9

2.13 Conflict of interest.....9

2.14 Federal Funding Notices9

3 Evaluation and selection9

3.1 Proposal evaluation and recommendation for selection9

3.2 Evaluation of responsiveness..... 10

3.3 Evaluation of responsibility 10

3.4 Evaluation panel and evaluation criteria 10

3.5 Interviews/presentations 13

3.6 Execution of contract..... 13

4 Other county funding available..... 13

5 Attachments..... 15

Attachment A – Affordable Housing Incentive Fund (AHIF) Scope of Services 16

Attachment B – HOME Investment Partnerships Program Scope of Services..... 18

Attachment C: Supportive Housing Strategy Scope of Services..... 1

Attachment D: Federal Notices5

1 Introduction

1.1 Project overview

The Housing and Economic Development department, on behalf of the County of Hennepin and the Hennepin County Housing and Redevelopment Authority (HCHRA) (together, “the County”, “the Authority,” or “Hennepin County”), is soliciting proposals for affordable rental housing development assistance.

The Affordable Rental Housing Programs Request for Proposals (RFP) anticipates awarding approximately \$11 million in capital funding from three programs:

- Affordable Housing Incentive Fund (AHIF) (HCHRA funds)
- Supportive Housing Strategy (SHS) (HCHRA funds)
- HOME Investment Partnerships Program (HOME) (federal funds)

Affordable multifamily rental proposals are eligible to apply to this RFP. All awards made via this RFP will support the creation or preservation of affordable rental housing in Hennepin County, subject to the restrictions of each funding program. Funding program requirements are detailed in manuals for each program, located here: <https://www.hennepin.us/en/business/work-with-henn-co/rfp> The AHIF Program Manual, Supportive Housing Strategy Program Manual, and HOME Program Manual are incorporated into this RFP by reference.

The County is also making homeownership funding available; see the separate application and RFP documents available in the Housing & Economic Development Portal.

Capital Funding Program	Funds available through this RFP	Average estimated awards	Eligible activities
Affordable Housing Incentive Fund (AHIF)	\$5 million	\$600K/project, \$10K/unit	Multifamily rental housing creation and preservation
Supportive Housing Strategy (SHS)	\$5 Million	\$500K/project \$50K/SHS-eligible unit	Multifamily rental supportive housing creation and preservation
HOME	~\$1 million	\$500K/project, \$15K/unit	Multifamily rental housing creation and preservation

1.2 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.
- Creating housing opportunities for Hennepin County Human Services and Public Health (HSPH) 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.

Each funding program has additional priorities in addition to the County priorities. See attachments A, B and C for program-specific priorities.

1.3 Scope of services (Attachments A, B, and C)

In addition to the requirements outlined in the main body of this RFP, technical requirements for each specific capital funding program are included within their respective attachment at the end of this document. Attachment A covers the requirements for AHIF funding, attachment B covers the requirements for HOME, and attachment C covers the requirements for SHS funding. Technical requirements are also addressed in the AHIF, HOME and Supportive Housing Strategy Program Manuals, each of which are incorporated into this RFP by reference, and found here:

<https://www.hennepin.us/en/business/work-with-henn-co/rfp>

1.4 Pre-proposal Information Session

Hennepin County will host a live, online Information Session to provide an overview of the affordable housing funding available via this RFP, as well as other County funding available soon via separate RFPs. The session will also provide time for potential applicants to ask questions of staff. This session will be recorded and the link to the recording available in the first addendum (likely issued in late December.)

Information Session: Tuesday December 17 at 2 pm

Link to join: [Link to join](#) (full URL in footnote)¹

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. Any proposal submitted is a suggestion to negotiate and **NOT A BID**.

2.2 Estimated timeline

Distribution of RFP and Application Materials	Mid-December, 2024
Optional Information Session	December 17, 2024, 2:00 – 3:30 pm
Optional Project Technical Assistance ('TA') Sessions	January 6 to January 17, 2025
Deadline for all RFP-Related Questions	3 pm on January 17, 2025
Latest date that additional addenda would be released	January 24, 2025
Proposals Due	3 pm on January 28, 2025
County Board or HRA Board Approval	Estimated May/June 2025

These dates are subject to revision or cancellation by the County in its sole and absolute discretion.

¹ https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjAyNTM1NjctZjg5Zi00MDE0LTliMWYtOGQ0ZDdkN2Q3MGU1%40thread.v2/0?context=%7b%22id%22%3a%228aefdf9f-8780-46bf-8fb7-4c924653a8be%22%2c%22oid%22%3a%225bca26fc-a69b-4f07-811c-8c7a949b94cc%22%7d

2.3 Proposal submission

Applications (aka 'proposals') will be received in the Housing and Economic Development Portal ("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.

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 proposal due date.

In the Housing and Economic Development Portal, select the Affordable Rental Housing Development Assistance program to apply for HOME, AHIF, and/or Supportive Housing Strategy capital funds. Follow the system prompts to complete all required fields in the following sections, each of which must be completed:

- A. Applicant Information
- B. Project Team
- C. Project Information
- D. Site Information
- E. Housing Affordability and Target Populations
- F. Supportive Housing
- G. Project Financing
- H. Required Documents (all attachments, including the multifamily workbook, should be uploaded in this section)

2.4 Questions, technical assistance, and communication restrictions

Questions concerning this RFP should be submitted in writing via e-mail with the subject line "2025 Affordable Rental Housing Program RFP" to the following:

Housing@hennepin.us, Copy to: Ian.Clobes@hennepin.us

All questions must be submitted prior to 3pm on January 17, 2025.

Optional technical assistance (TA) sessions will be available from January 7 to January 17, 2025. To set up a TA session for your project, please:

- 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>
- You will receive a calendar invite for a virtual meeting for your selected time. This invite is your confirmation that the TA session has been scheduled. If your preferred time is not 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. The County will modify the RFP only by formal written addenda. Addenda, if any, will be posted on the "Program Overview" section in the Affordable Rental Housing Development Assistance application on the Portal. It is the responsibility of each prospective Proposer to assure receipt of all 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

Proposer may edit, submit, resubmit and/or cancel or withdraw its proposal at any time before the proposal due date. 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 abbie.loosen@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.

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.

Proposers must not submit trade secret material, as defined by Minn. Stat. § 13.37, as part of their proposal. The County does NOT consider cost or prices to be trade secret material, as defined by the statute. Proposers may present and discuss trade secret information during an interview or demonstration, if applicable. 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. 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. This indemnification survives the County's award of a contract. In submitting a proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the Proposal is in the County's possession. The County is required to keep all the basic documents related to its contracts, including RFP proposals, for a minimum of seven years.

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.

2.14 Federal Funding Notices

A contract award under this Request for Proposal may be supported in whole or in part by financial assistance from the federal government. Through submission of a proposal, the Proposer affirms that it has read and received the notices and provisions in Attachments D (Federal Funding Notices) and E (Federal Award Contract Provisions Addendum).

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 a contract. Submission of a proposal shall neither obligate nor entitle a Proposer to enter into a contract 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 multiple contracts to Proposers; and/or 8) award a contract to a vendor that did not submit a proposal.

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 Attachments 1-4 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 contract 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)
- Creates or preserves multifamily rental housing affordable and restricted to households at or below 50% AMI
- For Supportive Housing Strategy capital funding: creates or preserves multifamily rental supportive housing affordable and restricted to households at or below 30% AMI, and dedicates a

minimum of eight units to one of the populations listed in Attachment C: Supportive Housing Strategy, with priority for proposals that include more units than the minimum.

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

1. Alignment with County-identified housing priorities

- Commits to providing affordable housing for longer than 30 years.
- Serves households at or below 30% of the area median income (AMI) (required for Supportive Housing Strategy, highest priority for AHIF and HOME)
- Dedicates and integrates a portion of appropriate affordable housing units with rental assistance and services to an underserved population, including:
 - People experiencing homelessness,
 - Large families, the elderly, persons with mental or physical disabilities, or
 - Clients identified by Human Services and Public Health (HSPH).
 - Priority populations identified in the Supportive Housing Strategy Program Manual
- Demonstrates a concept for successful affordable and/or supportive housing which will support greater stability and well-being for tenants, including:
 - Project uses tenant screening processes which minimize pre-requisites and eligibility criteria and eliminate criteria not predictive of positive tenancies
 - Project includes culturally responsive practices for underserved cultural groups
 - Project is appropriately located along the continuum of best-practice approaches to housing stability

2. Project feasibility, cost reasonableness, and readiness

- Demonstrates and documents financial support and other commitments necessary to complete the project (AHIF and HOME) OR for projects only seeking Supportive Housing Strategy capital funds: demonstrates a financial model with a high likelihood of success in obtaining funding commitments
- Demonstrates that the requested funding is the minimum amount necessary to create or preserve affordable housing:
 - Project costs are reasonable and consistent with industry standards
 - Project costs will meet subsidy layering or other underwriting standards
 - Proposed rents and utility allowances are within current limits
 - Other funding has been or will be leveraged to the maximum extent, and no other appropriate funding sources are available to fill funding gap.
- Serves a high housing priority 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).
- For projects providing supportive housing units, especially proposals applying for Supportive Housing Strategy capital funds, the proposal provides written commitments for appropriate long-term rental assistance and supportive service funding for the proposed development, or provides a reasonable plan for obtaining federal, state, and/or local funding for services and rental assistance for the proposed development.

3. Experience and capacity of the project team

- Demonstrates expertise of the project team (i.e. developer, property management, architect, general contractor, and others as applicable) to complete the proposed project.
 - To qualify for Supportive Housing Strategy capital funding, the service provider must be part of the team at time of application.
 - For team members new to affordable housing, demonstrates related experience of that team member, and experience and capacity levels of the entire team.
- Demonstrates reasonable financial capacity of the applicant and partners to complete the project.
- Owner/sponsor and property manager demonstrate past performance in reducing unnecessary barriers to affordable housing and promoting housing stability, while effectively managing affordable housing for the long term.
- For projects that include supportive housing units, especially proposals applying for Supportive Housing Strategy, the development team demonstrates a collective track record of meeting vendor qualifications and experience in Attachment C: Supportive Housing Strategy

4. Alignment with other county-identified priorities

- Promotes the connection of housing to local employment opportunities, schools, transit service, grocery stores, day cares, social service agencies and other amenities likely to be needed by tenants.
- Promotes a full range of housing choice throughout the county that is integrated with the broader community; preference for projects located in high opportunity areas.
- Includes local businesses certified as a Small Business Enterprise, Black, Indigenous, and People of Color-owned Business Enterprise (formerly Minority-Owned Business Enterprise) and Women-Owned Business Enterprise during the design and construction phases 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 proposals that will: preserve and care for natural habitats, reduce toxic waste, create and/or maintain electric vehicles and charging stations, install solar panels.

- 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 Interviews/presentations

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation process, the County may require the presence of a Proposer to make a presentation and/or answer specific questions regarding their proposal. Any request for a presentation will be made no later than June 1, 2025.

3.6 Execution of contract

Before a contract becomes effective between the County and any Proposer, the contract award 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 contract then there are no binding obligations whatsoever between the County and the Proposer relative to the proposed contract.

4 Other county funding available

Community Development Block Grant (CDBG)

Contact: Sydney.Quinlan@hennepin.us

Suburban Hennepin County cities expect to receive a 2025 Community Development Block Grant (CDBG) allocation from HUD of approximately \$2.9 million. These funds can support acquisition and rehabilitation costs of affordable housing, as well as improvement of public facilities, economic development, and social services for proposals that will serve suburban Hennepin County. Additional information can be found [here](#).

Environmental Response Fund (ERF)

Contact: Mary.Finch@hennepin.us

Environmental Response Fund grants provide funding for the assessment and cleanup of contaminated sites where conditions present a threat to human health or the environment, but where lack of funding and added environmental costs hinder site improvements or redevelopment. Additional assessment funding for municipal- and nonprofit organization-led projects, as well as developers with brownfield projects along transit corridors may also be available. Additional information can be found [here](#).

Housing Support - formerly known as Group Residential Housing (GRH)

Contact: Cate.Kline@hennepin.us

Housing Support is a State program that pays for housing costs (rent), and sometimes services for people with disabling conditions in eligible settings. Service providers can apply to Hennepin County to provide Housing Support for eligible populations in the program types specified in each Housing Support RFP. Additional information can be found [here](#).

McKinney-Vento Continuum of Care (CoC)

Contact: Laura.DeRosier@hennepin.us

Continuum of Care (CoC) is a US HUD program that funds tenant, project, or sponsor based rental assistance, leasing & services, supportive services, operations, new construction, acquisition, or rehabilitation to increase housing units for persons who are homeless. Typically, HUD makes funds available through an annual Notice of Funding Opportunity (NOFO) competitive grant competition. Hennepin County coordinates the Collaborative Application for funds on behalf of Hennepin CoC. Refer to the [Hennepin County CoC website](#).

Transit Oriented Communities (TOC)

Contact: Ryan.Kelley@hennepin.us

Transit oriented communities (TOC) supports the creation of walkable, mixed-use, human-centered communities established around high-quality transit service. TOC projects are compact and typically include reduced or shared parking, increased density, emphasis on the public realm through building orientation and site details, and enhanced pedestrian and bicycle amenities. The TOC request for applications (RFA) is anticipated to open in late January 2025. Refer to the Hennepin County website for program information.

5 Attachments

The full list of attachments includes:

- 5.1 Attachment A – Affordable Housing Incentive Fund (AHIF)**
- 5.2 Attachment B – HOME Investment Partnerships Program**
- 5.3 Attachment C – Supportive Housing Strategy**
- 5.4 Attachment D –Federal Notices**
- 5.5 Attachment E – Federal Award Contract Provisions**

Attachment A – Affordable Housing Incentive Fund (AHIF)

Scope of Services

A.1 Program overview

The Affordable Housing Incentive Fund (AHIF) program funds the development of affordable housing units for low and very low-income households. The AHIF program operates under the Hennepin County Housing and Redevelopment Authority (HCHRA) Board of Commissioners.

This Affordable Rental Housing Programs Request for Proposals (RFP) anticipates awarding approximately \$5 million in capital funding from the Affordable Housing Incentive Fund (AHIF). While AHIF awards range considerably in size, with an approximate average AHIF award size of \$600,000 per project and/or \$10,000 per unit.

Affordable multifamily rental proposals anywhere in Hennepin County are eligible to apply to this RFP – there are no geographic restrictions. All AHIF awards made via this RFP will support the creation or preservation of affordable housing in Hennepin County, subject to the restrictions of the AHIF program.

A.2 Eligibility for applicants and activities

Eligible applicants are governmental agencies, community-based organizations, tribal organizations, and nonprofit and for-profit entities. Requests for assistance to individuals or households are not accepted through this Request for Proposals.

AHIF eligible activities:

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

Activities ineligible for AHIF:

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

- Homebuyer downpayment assistance
- Funding for ongoing operating or service costs

A.3 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, the Hennepin

County HRA 2025 AHIF Program Manual, linked in the Housing and Economic Development Portal and at this link: <https://www.hennepin.us/en/business/work-with-henn-co/rfp>

A.4 HSPH unit election requirements

In order to provide more housing opportunities for Hennepin County's Human Services & Public Health (HSPH) client population, developers are encouraged to reserve housing units within AHIF-funded projects for priority occupancy by HSPH clients. All units committed to HSPH populations must be restricted to 30% AMI rents and incomes. If the project has committed rental assistance without its own required referral pathway, the project may charge rent up to the maximum allowed by the rental assistance program, but units must still be reserved for households with incomes at or below 30% AMI.

During the affordability period, owners must restrict the unit to county referrals for 14 days while County staff work to refer applicants to the project. All unit sizes are desirable for HSPH unit set asides. The HSPH unit commitment must be "fixed" to specific unit sizes (one-bedrooms, two-bedrooms, etc.) at closing. For more details regarding HSPH unit commitments please see the AHIF Program Manual.

A.5 Financing terms and contractual requirements

Successful rental projects awarded financial assistance from AHIF typically receive a deferred, low interest bearing 30-year loan, documented by a loan agreement, promissory note and mortgage, with affordability further secured by a declaration of covenants and restrictions recorded against the property with a compliance term matching that of the loan. Any requests for a non-interest-bearing loan will need to include clear documentation of how zero interest will support the development of the project and its residents.

Loans will require full repayment of principal and interest. Loans must be repaid at the point of loan maturity, sale of the property, or 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. 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, and worker's compensation in form and content satisfactory to the county.

Attachment B – HOME Investment Partnerships Program

Scope of Services

B.1 Program overview

The HOME Investment Partnerships Program (HOME) funds the development of affordable housing units for low and very low-income households. The federal office of Housing and Urban Development (HUD) allocates HOME funds by formula among eligible state and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. Because the City of Minneapolis receives a separate HOME allocation, Hennepin County administers HOME funds for use in suburban Hennepin County only.

This Affordable Rental Housing Programs Request for Proposals (RFP) anticipates awarding approximately \$1million in capital funding from HOME. While HOME awards range considerably in size, the approximate average HOME award size is \$500,000 per project or \$15,000 per unit.

B.2 Eligibility for applicants and activities

Eligible applicants are governmental agencies, community-based organizations, tribal organizations, and nonprofit and for-profit entities. Requests for assistance to individuals or households are not accepted through this RFP.

HOME eligible activities:

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

Activities ineligible for HOME:

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

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

Community Housing Development Organization set-asides:

A minimum of 15 percent of the County HOME funds are reserved for 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 this 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.

B.3 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:

- All information provided in the Hennepin County 2025 HOME Program Manual, linked in the Housing and Economic Development Portal and at <https://www.hennepin.us/en/business/work-with-henn-co/rfp>
- HOME program requirements: <https://www.hudexchange.info/programs/home/> (24 CFR Part 92)
- Attachment C, Exhibit 1: Federal Awards Contract Provisions Addendum

B.4 Financing terms and contractual requirements

Regardless of the structure of the loan or if it is repaid prior to maturity, all rental projects funded with HOME must comply with the HOME Regulations for the entire minimum affordability period, and any additional term as defined by the written agreement. Find the HOME Regulations here:

<https://www.hudexchange.info/programs/home/>

Affordable rental projects awarded financial assistance from HOME typically receive a deferred, low interest bearing 30-year loan, documented by a loan agreement, promissory note, and mortgage, with affordability further secured by a declaration of covenants and restrictions recorded against the property with a compliance term matching that of the loan. Any requests for a non-interest-bearing loan will need to include clear documentation of how zero interest will support the development of the project and its residents.

Loans will require full repayment of principal and interest. Loans must be repaid at the point of loan maturity, sale of the property, or 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. 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, and worker's compensation in form and content satisfactory to the county.

Attachment C: Supportive Housing Strategy Scope of Services

C.1.1 Program overview

In late 2018, the Hennepin County Housing and Redevelopment Authority (“Authority” or “County”) established the Supportive Housing Strategy to finance the development of supportive housing projects for the County-identified priority populations of residents. Creating this strategy was the first step in intentionally expanding the supportive housing system within Hennepin County for residents with the greatest needs.

Via this RFP, the County, in partnership with the Human Services and Public Health Department, is soliciting proposals for the purpose of awarding approximately \$5 million in Supportive Housing Strategy (“SHS”) capital funding to develop supportive housing; new construction and preservation proposals are eligible.

To minimally qualify for Supportive Housing Strategy funding, proposals must be made by supportive housing development teams (specifically, partnerships between developers and service providers) for capital assistance to develop supportive housing that will meet the needs and preferences of individuals and families who:

- Have incomes at or below 30% of the area median income (AMI)
- Need significant assistance to live independently
- Have a disability that increases health and safety risks if unhoused, and
- Have limited access to other existing supports.

Eight specific priority population groups have been identified and are described in detail in the Supportive Housing Strategy Program Manual.

Applicants applying for Supportive Housing Strategy capital funding may also be eligible for funding for supportive service costs, including front desk staffing costs. Projects should outline the funding gap in the support service budget after pursuing all state and federal service funding opportunities for which the project is eligible, including Medicaid Housing Stabilization Services (HSS). If awarded supportive services funding, projects may only use county funds for activities not eligible for those other sources. Projects selected for capital funding will undergo service budget underwriting at time of selection; approved service gaps will be underwritten again before the project’s financial closing. Supportive service awards may be granted as renewable one-year contracts or as a capitalized service funding reserve.

C.1.2 Definitions

Important definitions utilized throughout this Attachment:

Supportive housing: Supportive housing is affordable housing linked with social services tailored to the needs of the population being housed. The goal of supportive housing is to provide affordable housing with access to an array of services designed to foster housing stability and improve health and quality of life for the population to be served.

Supportive Housing Strategy: Supportive Housing Strategy funding can support projects varying from conversion of existing buildings to new construction, and from specialized single-site settings to units intentionally integrated within a larger mixed-population project. Projects will vary to meet the variety of unique and often specialized needs of the priority populations, but must provide housing that will serve the priority populations, defined below.

Priority populations: Population groups eligible for housing created through the Supportive Housing Strategy. See more in C.1.3 and in the Supportive Housing Strategy Program Manual.

Housing preferences: The County seeks to fund housing that will meet the needs and preferences of the specific target population. Please see section two of this Attachment for details on the priority populations, the required referral pathways, and housing preferences of each specific target population.

C.1.3 Priority populations

Projects must include a minimum of eight units that will serve residents from one of the populations below, with priority for proposals that include more than 8 units dedicated to the priority populations:

- People experiencing the longest periods of homelessness with additional barriers (i.e. “high priority homelessness”)
- People with complex medical conditions and currently homeless
- People with severe substance use disorders
- People, including transition-age youth, with developmental disabilities, traumatic brain injury, and/or neurodiverse conditions
- People with disabilities involved with Hennepin County’s department of community corrections and rehabilitation services (“DOCCR”)
- People with mental illnesses who are leaving treatment, at risk of institutionalization, or living in segregated settings
- Families with disabilities involved with child protection services

Find full descriptions of the supportive housing strategy priority population groups, including housing preferences, service needs and required referral pathways in the Supportive Housing Strategy Program Manual.

C.1.4 Eligible activities

- Acquisition of property
- Construction
- Moderate or substantial rehabilitation
- Site improvements
- Reasonable and necessary expenses related to the development of affordable, supportive housing serving target populations identified above.

C.1.5 Expected outcomes

For tenants from all priority population group(s):

- at least 75% maintain tenancy at the project 12 months after entry
- at least 80% exit to other permanent housing

For the high priority homeless and people with complex medical conditions population group:

- Homeless Management Information System (HMIS) data will be entered in accordance with local HMIS data quality policies, per the community's Data Quality Plan

For all tenants from the priority population group(s):

- at least 75% maintain tenancy at the project 12 months after entry
- at least 80% exit to other permanent housing

C.1.6 Vendor qualifications and experience

The supportive housing development team (i.e. partnerships between developers and service providers, at a minimum) should be able to demonstrate a collective track record of:

- Housing the target population and providing supportive services in site-based settings to sustain residents' housing stability
- Obtaining and managing federal, state, and/or local funding for services and rental assistance for underserved populations
- Good relationships with community partners that also serve this population
- Including people with lived experience in developing and implementing service programs/models, and including culturally responsive practices for underserved cultural groups
- Using tenant screening processes that accommodate target population's high rates of criminal backgrounds, limited income, and negative housing histories by minimizing pre-requisites and eligibility criteria and eliminating criteria not predictive of positive tenancies
- Streamlining processes that move eligible residents into their housing quickly
- Holistic, person-centered thinking and recovery-oriented practice with service models that are adaptive and responsive to the individual needs of households, including:
 - Choice in housing and living arrangements
 - Functional separation of housing and services
 - Decent, safe and affordable housing
 - Housing integration
 - Rights of tenancy
 - Access to housing
 - Flexible, voluntary services
 - Experience with housing the target population
- Processes that ensure every possible effort is made to stabilize households at risk of losing their tenancy, balancing needs of the broader project community.

C.1.7 Program requirements

To minimally qualify for funding awards, proposals must comply with the program requirements described within this RFP, Attachments and 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.

To minimally qualify for Supportive Housing Strategy capital funds, proposals must:

- Meet all program requirements
- Create long-term affordable housing (30+ years)

- Create or preserve a minimum of eight (8) housing units affordable to households at or below 30% AMI that will be reserved for one of the priority populations identified above and in section 2 of this Attachment.

The evaluation criteria in section 3 of the RFP describe priorities for Supportive Housing Strategy, beyond minimum requirements.

C.1.8 Financing terms and contractual requirements

Successful rental projects awarded capital funding from Supportive Housing Strategy typically receive a deferred, zero-interest 30-year loan, documented by a loan agreement, note and mortgage, with affordability further secured by a declaration recorded against the property with compliance a term matching that of the loan. Loans will require full repayment of principal, (and interest, if applicable). Loans must be repaid at the point of loan maturity, sale of the property, or if the project does not meet the terms and conditions of the contractual agreement.

The loan agreement and declaration filed against the property will reflect the below requirements for a period of 30 years or more:

- Supportive housing strategy units must be affordable to households with incomes below 30% of the area median income (AMI) as established by the U.S. Department of Housing and Urban Development (HUD). The most current were issued by HUD in April 2024. Consult the Supportive Housing Strategy Program Manual for details.
- Gross rents for supportive housing units are based on a household paying no more than 30 percent of gross income for gross housing costs, including tenant paid utility costs. This can be accomplished by low rents, or through a rental assistance program.
- Vacancies in all units funded with Supportive Housing Strategy capital and dedicated to a priority population will be filled via referrals from Hennepin County, as described in section two of this Attachment and in the Supportive Housing Strategy Program Manual.
- Tenants of all dedicated Supportive Housing Strategy units will sign a written lease that provides a minimum 30-day period of notification for termination of tenancy.

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.