

**Contract No. 20.xxx between the Minneapolis Public Housing Authority
and (Contractor) – 2121 Minnehaha Ave Stair & Trash Room Door Replacement**

INTRODUCTION

This contract between the Minneapolis Public Housing Authority (MPHA) in and for the City of Minneapolis, a body corporate and politic and _____ is hereby entered into this _____ day of January, 2020.

The term “herein” as used throughout this contract refers to this contractor form, the appendices, and all listed attachments.

1.0 Services and Payment.

1.1 Scope of Services. The services provided under this contract generally consists of the stair and trash room door replacement at 2121 Minnehaha Ave. The MPHA shall retain the right to implement and/or enforce any item issued as a part of QSP No. Q20001.

1.2 Provisions of any and all Work (Work Orders). Contractor shall not begin any work without the receipt of a completed contract and Work Order from the authorized MPHA representative. This Work Order may take the form of an e-mail.

1.3 Cost/Value of Services.

1.3.1 Contract Value. In consideration for Contractor’s performance under this contract, the MPHA agrees to pay the Contractor a firm-fixed price of:

\$ _____

1.4 Billing Method.

1.4.1 To receive payment for services rendered under this contract, Contractor shall submit a fully completed invoice for work previously performed to:

**Minneapolis Public Housing Authority
Attention: Accounts Payable, Suite 307
1001 N. Washington Avenue, Minneapolis, MN 55401**

1.4.2 At a minimum, the invoice shall detail the following information:

1.4.2.1 Unique invoice number;

1.4.2.2 Contractor’s name, address, and telephone number;

1.4.2.3 Date of invoice and/or billing period;

1.4.2.4 Applicable Contract Number;

1.4.2.5 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site;

1.4.2.6 Asset Management Project (AMP) or address where the work was performed; and

1.4.2.7 Total dollar amount being billed.

1.4.3 The MPHA will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until Contractor complies with the applicable provisions of this contract.

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1.4.4 Contractor shall deliver to the MPHA an invoice each month for services performed the previous month.

2.0 Contractor's Obligations. Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

2.1 Supervision and Oversight. Contractor shall be solely responsible for providing supervision and oversight to all of Contractor's personnel assigned to the MPHA properties under this contract.

2.2 Qualified Personnel. Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein. For the purposes of this contract, the term "qualified personnel" shall mean those personnel who have been appropriately screened, tested and trained in the manner described within this contract and as proposed by Contractor in its bid or as provided by Contractor during Contractor's normal conduct of business.

2.3 Insurance Requirements. Contractor shall purchase and maintain insurance as required to protect Contractor and the MPHA from claims set forth in items 2.3.1 through 2.3.4 below that may arise out of, result from, or are in any manner connected with: (1) the execution of the work under this contract, or (2) occur or result from the use by Contractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the MPHA, Contractor, subcontractors or third parties. The insurance required hereunder shall be effective and apply whether such claims arise by Contractor or by anyone directly or indirectly employed by Contractor or by anyone for whose acts Contractor may be liable.

Contractor shall require its subcontractors, if any, to comply with all insurance requirements in this contract. Contractor shall at all times be responsible for determining and ensuring that its subcontractors are insured as required by the contract. The premiums, costs, and charges for any such insurance shall be paid by each subcontractor at its own expense. The insurance required to be obtained under the contract shall be written for not less than the limits of liability specified below or required by law, whichever is greater. The types of claims, required coverages and minimum limits of liability are as follows:

2.3.1 Worker's Compensation Insurance/Employer's Liability. Claims under Contractor's Workers' Compensation disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease or death of employees. Insurance coverage shall include Statutory Workers' Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee.

2.3.2 General Liability Insurance. Claims for damages because of bodily injury, occupational sickness or disease, or death, by any person other than employees; claims for personal injuries which are sustained by (1) any person as a result of an act or omission directly or indirectly related to the employment of such person by Contractor, or (2) any other person; claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Insurance coverages shall include:

- Premises - Operations
- Blanket Contractual Liability
- Broad Form Property Damage
- Personal Injury
- Operations of Independent Contractors

Policy Limits: Personal Injury \$1,500,000
Each Occurrence \$1,500,000

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Commercial General Liability insurance required under this paragraph shall be written on an occurrence form.

- 2.3.3 Automobile Liability Insurance.** Claims for damages because of bodily injury or death of any person, or any property damage, arising out of the ownership or use of any motor vehicle. Insurance coverage shall include, at a minimum, the minimum requirements as dictated by Minnesota law.

The limits of liability specified above shall be considered minimum requirements. Approval of the insurance by the MPHA shall not relieve or decrease the liability of Contractor. The MPHA does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect Contractor's interests or liabilities but are minimums. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy, where Excess or Umbrella policy provides "form follows policy" coverage.

Contractor shall endorse its Automobile Liability, Commercial General Liability and Umbrella/Excess Liability policies to add the MPHA as an additional insured with respect to liability arising out of (a) operations performed for the MPHA by or for Contractor, (b) Contractor's completed work under this contract, (c) claims for bodily injury or death brought against any of the additional insureds by Contractor's employees, or the employees of its subcontractors of any tier, however caused, related to the performance of the work under this contract. Such insurance afforded to the MPHA as additional insured under Contractor's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the MPHA or others required to be included as additional insureds. The additional insured status must be reflected on Contractor's Certificate of Insurance to the MPHA.

Contractor will further provide Certificates of Insurance with additional insured status per the above requirements on an annual basis, naming the MPHA as additional insured per the above requirements.

Certificates of Insurance and policy endorsements indicating additional insured status shall be filed with the MPHA prior to commencing any work hereunder. The MPHA shall not be obligated to review certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of the MPHA's right to enforce, the terms of Contractor's obligations under this contract. All insurance policies shall contain a provision that coverages and limits afforded thereunder shall not be canceled without thirty (30) days prior written notice to the MPHA. The MPHA shall have the right to examine any policy or endorsements required under this contract.

All insurance policies required to be obtained by Contractor and its subcontractors hereunder shall include a waiver of subrogation by endorsement or otherwise in favor of the MPHA and its agents, employees, officers, directors, and lenders. The waivers of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurance interest.

Failure to maintain the above-referenced insurance coverage, including naming the MPHA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the MPHA:

**Minneapolis Public Housing Authority
Attention: Molly Prahm, Buyer
1001 N. Washington Avenue, Minneapolis, MN 55401**

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- 2.4 Licensing.** Contractor shall also provide to the MPHA a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 2.5 Financial Viability and Regulatory Compliance.**
- 2.5.1** Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
- 2.5.2** Contractor agrees to promptly disclose to the MPHA any IRS liens or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by Contractor to disclose such issue to the MPHA in writing within 5 days of such notification received will constitute a material breach of this contract.
- 2.5.3** Contractor further agrees to promptly disclose to the MPHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that Contractor may undergo during the term(s) of this contract. The failure of Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 2.5.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to MPHA within the time periods required herein.
- 2.6 State and Federal Data Privacy Statement.** Contractor may have access to information or data that is classified as "private, confidential, not-public or non-public" under the Minnesota Government Data Practices Act and applicable Federal law. Contractor must maintain the confidential nature of any data or information received in the course of providing services. The unauthorized disclosure of "private, confidential, not-public or non-public" data is subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.
- 2.7 Kari Koskinen Law.** The Contractor shall comply with the Minnesota Kari Koskinen law and related laws regarding any Contractor employees that perform work in MPHA occupied units.
- 3.0 Modification.** This contract shall not be modified, revised, amended, or extended except by written change order or addendum.
- 4.0 Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision.
- 5.0 Applicable Laws.**
- 5.1 Compliance with Federal and State Laws.** All work performed by Contractor pursuant to this contract shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 5.2 Jurisdiction of Law.** The laws of the State of Minnesota shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Hennepin County, Minnesota is the appropriate forum for any action relating to this contract. This contract may be signed in counterparts.

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6.0 Notices and Reports.

- 6.1** All notices and reports submitted to the MPHA by Contractor shall be in writing and delivered to the attention of the following person representing the MPHA:

**Minneapolis Public Housing Authority
Attention: Birra Hussein
1001 N. Washington Avenue, Minneapolis, MN 55401**

Or, if appropriate, e-mailed to: **bhussein@mplspha.org**.

- 6.2** All notices submitted to Contractor pursuant to this contract shall be in writing and mailed to the attention of:

or, if appropriate, shall be e-mailed to: _____.

- 7.0 2 CFR § 200.318, Procurement.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the MPHA and Contractor each agree:

- 7.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the MPHA and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the MPHA or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action. The other party shall, within 10 days, respond in writing to the other party (however, the MPHA shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the MPHA shall employ the following steps in dealing with the Contractor as to any performance issues:

- 7.1.1** If the Contractor is in material breach of the contract, the MPHA may promptly invoke the termination clause detailed within Table 5.1 Mandatory Contract Clauses and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

- 7.1.2** Prior to termination, the MPHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The MPHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the MPHA's position. The written protest must detail all pertinent information, including justification detailing the MPHA's alleged incorrect action(s).

- 7.1.3** After termination, if the Contractor does not agree with the MPHA's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the MPHA's position. The written protest must detail all pertinent information, including justification detailing the MPHA's alleged incorrect action(s).

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7.1.4 The response to any protest received shall be conducted in accordance with MPHA’s Procurement Policy and Procedures.

7.2 Termination for Cause and Convenience. As detailed within Table 5.1 Mandatory Contract Clauses.

7.3 Copeland “Anti-Kickback” Act. For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

7.4 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

7.5 Reporting. Both parties shall comply with any reporting requirements that may be detailed herein.

7.6 Patent Rights. Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

7.7 Access to Records. Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor MPHA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.8 Record Retention. Both parties hereby guarantee retention of all required records for six years after grantees or subgrantees make final payments and all other pending matters are closed.

7.9 Clean Air Act. For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection MPHA regulations (40 CFR Part 15).

7.10 Energy Policy and Conservation Act. Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

8.0 Additional Considerations.

8.1 Non-Escalation. Unless otherwise specified in the QSP documents, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.

8.2 Funding Restrictions and Order Quantities. The MPHA reserves the right to reduce or increase estimated or actual quantities, or terminate the contract, in whatever amount necessary without prejudice or liability to the MPHA, if:

8.2.1 Funding is not available;

8.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or

8.2.3 The MPHA’s requirements in good faith change after award of the contract.

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- 8.3 Local, State, and/or Federal Permits.** Unless otherwise stated in the QSP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this QSP, whether or not they are known to either the MPHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of Contractor and any costs that were submitted by Contractor in response to the QSP shall reflect all costs required by Contractor to procure and provide such necessary permits.
- 8.4 Government Standards.** Contractor shall ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Bureau County Pollution Regulations) and any other ordinance, code, law, or regulation. Contractor shall be responsible for all costs incurred for compliance with any such ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations.
- 8.5 Official, Agent and Employees of the MPHA Not Personally Liable.** In no event shall any official, officer, employee, or agent of the MPHA in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 8.6 Subcontractors.** Unless otherwise stated within the QSP documents, Contractor may not use any subcontractors to accomplish any portion of the services described within the QSP documents or the contract without the MPHA's prior written permission.
- 8.7 Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.425, subd. 4a, Contractor, as prime contractor shall pay any subcontractor within ten (10) days of Contractor's receipt of payment from MPHA, for undisputed services provided by the subcontractor. Contractor is required to pay interest at 1.5% per month or any part of a month to any subcontractor on any undisputed amount not paid on time to the subcontractor. Contractor shall be responsible for any and all costs associated with subcontractor suspension or work due to failure to promptly pay pursuant to state law.
- For an unpaid balance of less than \$100.00, Contractor shall pay the actual penalty due to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. If subcontractor prevails in a civil action to collect interest penalties from Contractor, Contractor shall pay the subcontractor's reasonable costs and disbursements, including attorney's fees.
- 8.8 Salaries and Expenses Relating to Contractor's Employees.** Unless otherwise stated within the QSP documents, Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 8.9 Independent Contractor.** Unless otherwise stated within the QSP documents or the contract, Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties and neither shall have any authority to bind the other in any way.
- 8.10 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 8.11 Time of the Essence.** Time is of the essence as to each contract provision in which time of performance is a factor.

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- 8.12 Limitation of Liability.** In no event shall the MPHA be liable to Contractor for any indirect, incidental, consequential or exemplary damages.
- 8.13 Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the MPHA and MPHA's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from, or in any manner connected with, the performance under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This indemnification hold harmless and defense obligation shall survive acceptance of the work under this contract, completion of the work under this contract, or termination, with or without cause, of the contract. Contractor further agrees to obtain, maintain, and pay for such insurance coverage and endorsements as will insure the provisions of this paragraph.
- 8.14 Lobbying Certification.** By execution of this contract with the MPHA, Contractor certifies, to the best of its knowledge and belief, that:
- 8.14.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an MPHA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 8.14.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an MPHA, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 8.14.3** Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 8.15 Additional Federally Required Orders/Directives.** Both parties shall comply with the following laws and directives, where applicable:
- 8.15.1 Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 8.15.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The MPHA hereby extends this requirement to Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

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- 8.15.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the MPHA requires that Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.
- 8.15.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 8.15.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 8.15.6 HUD Information Bulletin 909-23** which is the following:
- 8.15.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
- 8.15.6.2** Clean Air and Water Certification; and
- 8.15.6.3** Energy Policy and Conversation Act.
- 8.15.7** That the funds that are provided by the MPHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible contractor.
- 8.15.8** That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 8.15.9** The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. Each provision of law and each clause, which is required by law to be inserted in this contract, shall be deemed to have been inserted herein, and this contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.

9.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are included as a part of this contract.

- 9.1** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 9.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 9.3** Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor

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organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 9.4** Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 9.5** Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- 9.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 9.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.0 Appendices.

- 10.1** The following documents are a part of this contract:
- 10.1.1 Contract Appendix No. 1.** Table 5.1 Mandatory Contract Clause;
 - 10.1.2 Contract Appendix No. 2.** Section 3 Plan;
 - 10.1.3 Contract Appendix No. 3.** Right to Know Form;
 - 10.1.4 Contract Appendix No. 4.** State and Federal Data Privacy Statement;
 - 10.1.5 Contract Appendix No. 5.** 2121 Minnehaha Specifications;
 - 10.1.6 Contract Appendix No. 6.** 2121 Minnehaha Drawings; and
 - 10.1.7 Contract Appendix No. 7.** The fees that apply to each procurement that ensues from this contract.
 - 10.1.8 Inclusion by Reference.** Included by reference is any document or clause issued as a part of **QSP No. Q20001** that the MPHA may choose to include at any time during the performance of this contract or any options exercised thereto by the MPHA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a

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copy of each such document is available from the MPHA upon written request for such from Contractor.

10.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix. Contractor shall notify the MPHA if it discovers a discrepancy in the contract documents.

11.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have authority to enter into the contract for their respective entity, have reviewed the foregoing, and understand and agree to abide by their respective obligations as defined herein:

Contractor:

By: _____ **Date:** _____
Contractor Name, Title

Minneapolis Public Housing Authority:

By: _____ **Date:** _____
Jake Gateman, Contracting Officer

By: _____ **Date:** _____
Lisa R. Griebel, General Counsel
(As to Form and Execution)

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract. **Termination for Cause and for Convenience (contracts of \$10,000 or more).**
 - (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
 - (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

**Quotations for Small Purchases (QSP) No. Q20001 – 2121 Minnehaha Ave Stair & Trash Room Door Replacement
Attachment D-2, Section 3 Plan**

This Section 3 Plan pertaining to the above noted contract is hereby formulated to meet the standards detailed within 24 CFR 135; most specifically within Section 135.1, to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing"

Part 1.0 - Current Status as a Section 3 Business Concern

We hereby complete the following to verify our firm's current status as a "section 3 business concern" (as detailed within 24 CFR 135.5):

- 1.1** Yes__ No__: Our firm is "51 percent or more owned by section 3 residents." If "Yes," we hereby submit the following noted documentation to verify this claim; if "No," proceed directly to the following Section 1.2.

[Table No. 1]

(1) Section	(2) Mark "X"* if Included	(3) Description
1.1.1		MPHA resident lease
1.1.2		Evidence of participation in a public assistance program
1.1.3		Articles of Incorporation
1.1.4		Fictitious or Assumed Business Name Certificate
1.1.5		List of owners/stockholders and % of each
1.1.6		Latest Board minutes appointing officers
1.1.7		Organization chart with names and titles and brief functional statement
1.1.8		Partnership Agreement
1.1.9		Corporation Annual Report

- 1.2** Yes__ No__: Our firm's "permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents." If "Yes," to justify this claim we hereby submit the following documentation within Table No. 2; if "No," proceed directly to the following Section 1.3.

- 1.2.1** Low- and very low-income within Hennepin County, MN is defined as residents within the following income levels for FY 2019 (Median Income = \$100,000):

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[Table No. 2]

Income Limit Category	(1) Person	(2) Persons	(3) Persons	(4) Persons	(5) Persons	(6) Persons	(7) Persons	(8) Persons
Very Low (50%)	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000
Extremely Low (30%)	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$39,010	\$43,430
Low (80%)	\$52,850	\$60,400	\$67,950	\$75,500	\$81,550	\$87,600	\$93,650	\$99,700

Income Limit figures are based on FY2019 Fair Market Rent (FMR). For a detailed account of how these limits are derived, please see our associated FY2019 FMR documentation.

[Table No. 3]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of Section 3 Resident Employees
Trainees		
Apprentices		
Journeypersons		
Laborers		
Supervisory		
Superintendent		
Professional		
Clerical		
Other:		

1.2.1 If there are quantities entered within the preceding Table No. 3, we hereby attach a listing of all employees listed within column (3), including each person's name, total annual income, and a copy of a tax return for each justifying the section 3 (low or very-low income) claim (please be sure to "black-out" all but the last 4 digits of the person(s) social security number), or any other documentation that shows proof of receipt of public assistance.

1.3 Yes__ No__: We hereby provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

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[Table No. 4]

(1) Name of Section 3 Firm Receiving the Subcontract	(2) Total Amount of Subcontract(s)	(3) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
	\$	%
	\$	%

1.3.1 Attach fully executed copies of any contracts noted above.

1.4 Instructions. If your firm is unable to claim Section 3 status as detailed within this Part 1.0, please move on to and complete the information within the following Part 2.0.

Part 2.0 - Additional Efforts to Satisfy the Requirements of Section 3

2.1 Whereas the answer to each of the preceding issues within Part 1.0 is "No," we hereby verify as to each of the following "Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents" detailed within Appendix I of 24 CFR 135; specifically, in each case our firm (for each item marked with an "X" within the "Will" column, attach a full narrative description of the work plan detailed how the noted commitment will be accomplished):

[Table No. 5]

(1) Section	(2) Will	(3) Will Not	(4) Description of Commitment
2.1.1			Enter into "first source" hiring agreements with organizations representing Section 3 residents.
2.1.2			Sponsor a HUD-certified "Step-Up" employment and training program for section 3 residents.
2.1.3			Establish training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
2.1.4			Advertise the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.
2.1.5			Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common

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			areas or other prominent areas of the housing development or developments. For the MPHA post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
2.1.6			Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
2.1.7			Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by the MPHA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.
2.1.8			Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.
2.1.9			Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
2.1.10			Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.
2.1.11			Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the MPHA's or contractor's training and employment positions.
2.1.12			Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the MPHA's or contractor's training and employment positions.
2.1.13			Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

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2.1.14			Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the MPHA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the MPHA or contractor intends to fill.
2.1.15			For the MPHA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as “force account labor” in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)
2.1.16			Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions
2.1.17			Undertaking job counseling, education and related programs in association with local educational institutions
2.1.18			Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities
2.1.19			After selection of quoters but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.
2.1.20			Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

2.2 Section 3 Preference Claim, Training and Employment Opportunities. Answer if your firm will, as detailed within 24 CFR §135.34, provide "opportunities" as follows to:

[Table No. 6]

(1) Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to:
2.2.1			Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents).
2.2.2			Residents of other housing developments managed by the MPHA that is expending the section 3 covered housing assistance (category 2 residents).
2.2.3			Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);
2.2.4			Other section 3 residents (attach complete description).

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2.3 Section 3 Preference Claim, Section 3 Business Concerns. The undersigned quoter hereby claims that it will, as a result of the contract award, and as detailed within 24 CFR §135.36, provide such "opportunities" as denoted following; to:

[Table No. 7]

(1) Section	(2) Will	(3) Will Not	(4) Description of persons such Opportunities will be provided to:
2.3.1			Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the section 3 covered assistance are expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses).
2.3.2			Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the MPHA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses).
2.3.3			HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).
2.3.4			Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

2.4 Instructions. If your firm is unable to satisfy the requirements of Section 3 as detailed within this Part 2.0, please move on to and complete the information within the following Part 3.0.

Part 3.0 - Potential Hiring Efforts to Satisfy the Requirements of Section 3

3.1 Though our firm has a desire to satisfy the requirements of Section 3, we are unable to do so as detailed within the previous Part 1.0 or Part 2.0. Accordingly, we hereby agree to satisfy the requirements of Section 3 by one or both of the following methods:

3.1.1 Section 3 Hiring Goals. As a result of receiving award of this contract, our firm will need to hire additional employees and we hereby commit to the following number of Section 3 New Hires:

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[Table No. 8]

(1) Classification	(2) Total Number of Current Permanent Employees	(3) Total Number of New Hires that will result from award of this contract	(4) Goal: Total Number of Section 3 New Hires that the contractor anticipates will result from award of this contract
Trainees			
Apprentices			
Journeypersons			
Laborers			
Supervisory			
Superintendent			
Professional			
Clerical			
Other:			

3.1.2 Instructions. If your firm is unable to satisfy the requirements of Section 3 as detailed within the immediate preceding Part 3.1.1, please move on to and complete the information within the immediate following Part 3.1.3.

3.1.3 Interviewing and Potential hiring of MPHA Residents. Our firm hereby agrees to, as a part of our new hire process for any open positions at any time during the period of time this contract is in effect, if our firm hires any new employees (for any position), we will:

- 3.1.3.1** Review the MPHA's listing of resident(s) who have registered, thereby declaring his/her desire to interview and accept a job;
- 3.1.3.2** In the same manner that we do with other applicants, conduct an interview with such resident(s) who have claimed experience within a certain skill set or field and have expressed a desire to interview; and
- 3.1.3.3** If, as a result of the interview and any applicable testing or checking that our firm conducts for all persons interviewing, the resident(s) qualifies for the position and passes all such testing (e.g. skills test; drug tests; credit checks; background check; etc.), we hereby agree to offer the position to the MPHA resident.

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3.1.3.4 Our firm hereby agrees that all MPHA resident(s) will, during the interview process, be treated equal to and in the same manner as, any non-resident person who interviews with our firm.

3.1.3.4.1 NOTE: Our firm shall have no responsibility to hire any resident who does not, as a result of the aforementioned testing and checks, qualify for the position, though the contractor will, as detailed following, be required to report to the MPHA the results of such testing and checks, and fully inform the MPHA as to why the resident(s) were not hired.

3.1.3.5 Further, we hereby agree to inform the MPHA in writing of the following within 5 days after a new employee has been hired, including the following information:

3.1.3.5.1 The position title;

3.1.3.5.2 The name of the person hired;

3.1.3.5.3 The date the MPHA listing of MPHA resident(s) desiring interviews were reviewed by the contractor;

3.1.3.5.4 The name(s) of the MPHA resident(s) that the contractor contacted for an interview and the date, time, and method that such contact took place;

3.1.3.5.5 The results of the contact (specifically, did or did not the interview take place; if so, when--if not, why);

3.1.3.5.6 Pertaining to any MPHA resident(s) who were not hired, the results of any tests and checking that the contractor completed (especially any such results that prevented the resident(s) from being offered the position).

The undersigned hereby certifies that the above noted firm will abide by the terms and conditions of this Section 3 Plan as detailed herein.

COMPLETED BY (Contractor):

Signature

Date

Printed Name

Title

MINNEAPOLIS PUBLIC HOUSING AUTHORITY
RIGHT TO KNOW INFORMATION FOR VENDORS (11/8/12)

1. Minneapolis Public Housing Authority (MPHA) has a Right-to-Know Program (Program) which is intended to comply with the Minnesota Occupational Safety and Health Administration (OSHA) and Employee Right-to-Know and Minn. Stat. Chapter 182.
2. The Program explains the roles and responsibilities of MPHA Staff and vendors, MPHA's labeling system, and how to obtain safety data sheets (SDS) and inventories of Hazmat.
3. The Program is on MPHA's website at: www.mphaonline.org From the home page select the menu item "About" and then select "Policies and Publications" and follow the prompts to the Right to Know Program.
4. The Hazmat inventory and SDSs sheets for a particular MPHA building may be found at:
 - a. the highrise Property Manager's office;
 - b. the Regional Property Manager's office at 2709 Essex;
 - c. Director of Heritage Park Senior Center's (HPSSC) office for HPSSC;
 - d. Facilities and Development's office for 1001 Washington; and
 - e. Assistant Director of Maintenance Operations' office for 1301 Bryant.
5. Vendors under any form of contract which includes a purchase order with MPHA shall inform any person performing work under the vendor's contract with MPHA and who may be routinely exposed to Hazmat:
 - a. on how to access MPHA's Hazmat inventory, SDSs, and this Program;
 - b. for each Hazmat the precautionary measures needed to protect those persons; and
 - c. about MPHA's labeling system which is described in the Program.
6. For the Hazmat which a vendor may use at a MPHA building and which an MPHA employee may be routinely exposed to, the vendor upon request by MPHA will provide:
 - a. copy of its Right to Know Program;
 - b. an inventory of the Hazmat to be used in the building and SDSs for each Hazmat;
 - c. the precautionary measures needed to protect those persons; and
 - d. vendor's labeling system.
7. If you have questions, contact Mary Boler at 612 342-1453 or mboler@mplspha.org.

MPHA Contract No. 20.xxx
State and Federal Data Privacy Statement

The undersigned vendor and a person performing services under Contract No. 20.xxx may have access to MPHA data that is classified private data under the Minnesota Government Data Practices Act, Minn. Stat. §13.01 et. al. and applicable federal law.

Data about tenants or program participants, including but not limited to their names, unit numbers and property addresses, except for high-rise buildings, are benefit data and private. See Minn. Stat. §13.462. Vendor will ensure that persons who receive private data will protect the status of data. The unauthorized disclosure of private data is subject to civil and criminal penalties.

Vendor will ensure that persons who have access to private data will comply with state and federal law. No one shall obtain, access, view, disclose or reproduce the private data for any purpose except when needed to perform this contract.

Vendor will return to MPHA or confidentially destroy all copies of private data when no longer necessary to perform the contract.

Vendor will not disclose the private data to an Unauthorized Person. An Authorized Person is a person who accesses the private data without a work assignment that reasonably requires the data or regardless of work assignment for a purpose not authorized by Minn. Stat. § 13.05 subd. 5.

Vendor will prevent a Breach of Security. A Breach of Security means the unauthorized acquisition (as defined in Minn. Stat. § 13.055) of MPHA private data that compromises the security and classification of the data. If a Breach of Security occurs Vendor will comply with the notice and report procedures in Minn. Stat. § 13.055.

Date: _____

Print Name of Vendor

By: _____
Print Name

Its: _____
Print Title

Signature: _____