

**Quotations for Small Purchases (QSP) No. Q23002 – Radon Testing  
Attachment C – Sample Contract**

**INTRODUCTION**

This contract between Minneapolis Public Housing Authority (MPHA) in and for the City of Minneapolis, a body corporate and politic, duly created, organized, and existing under the laws of the State of Minnesota and \_\_\_\_\_ (Contractor) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Services pursuant to this contract shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and shall end on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, unless otherwise extended, modified, terminated or renewed by the parties as provided for in this contract. The term "herein" as used throughout this contract refers to this contract form, the appendices and all listed attachments. The term "QSP" as used throughout this contract refers to Quotations for Small Purchases No. Q23002.

**1.0 Services and Payment.**

- 1.1 Scope of Services.** The services provided under this contract generally consist of those services as described herein, Scope of Services. Said services shall be provided on an as needed basis as determined by MPHA. MPHA shall retain the right to implement and/or enforce any item issued as part of the QSP.
- 1.2 Provisions of any and all Work (Work Orders).** The Contractor shall not begin any work without the receipt of a completed Work Order from the authorized MPHA representative. This Work Order may take the form of an e-mail.
- 1.3 Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$ \_\_\_\_\_

The Contractor exceeds the NTE amount at its own risk. The Contractor is under no obligation to provide additional goods and/or services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, MPHA reserves the right to amend the NTE amount at any time during the ensuing contract period(s).

- 1.4 Renewal Options.** This contract is initially executed for a period of 12 months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months, for a maximum total of 60 months.
- 1.5 Potential Escalation of Rates.** At the end of the first 12-month period (and at the end of any ensuing 12-month period), there may be an escalation of rates allowed in the same amount (capped at 3% per escalation that occurs in the corresponding or most similar Consumer Price Index (CPI) rate ("most similar" as determined by and at the sole discretion of MPHA). For example, if, at the end of the first 12-months the most similar CPI rate increased 4% as compared with the listed rates on the date of the contract execution, then the Contractor will, at MPHA's discretion, be entitled to a 3% increase.

- 1.5.1 Notification from the Contractor.** The Contractor must notify MPHA, in writing, of such desired escalation at least 60 days prior to the end of each period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of MPHA. While the Contractor is not required to request an escalation of rates, failure to submit one in writing will result in the Contractor not receiving an increase in rates.

**1.6 Billing Method.**

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

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**Minneapolis Public Housing Authority  
Attention: Accounts Payable, Suite 307  
1001 Washington Ave N, Minneapolis, MN 55401  
or: [invoices@mplspha.org](mailto:invoices@mplspha.org)**

- 1.6.2** At a minimum, the invoice shall detail the following information:
- 1.6.2.1** Unique invoice number;
  - 1.6.2.2** Contractor's name, address and telephone number;
  - 1.6.2.3** Date of invoice and/or billing period;
  - 1.6.2.4** Contract number;
  - 1.6.2.5** Brief description of services rendered, including applicable time frame;
  - 1.6.2.6** Address and Asset Management Project (AMP) where work was performed, if applicable; and
  - 1.6.2.7** Itemized unit cost(s) and total dollar amount being billed.
- 1.6.3** 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 the Contractor complies with the applicable provisions of this contract.
- 1.6.4** The Contractor shall deliver to MPHA an invoice each month for services performed the previous month. The Contractor shall submit separate invoices for MPHA's Section 8 Department and MPHA's Leasing Department unless otherwise directed by MPHA.

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

**2.1 Workmanlike Standard.** Contractor shall, without charge, replace or correct any work found by MPHA to (1) not conform to the contract requirements, or (2) not meet workmanlike standards as determined by MPHA, unless MPHA decides, in its sole discretion, it is in its interest to accept the work as is with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove any rejected materials from the premises.

If Contractor does not replace or correct rejected work within five (5) business days of being notified, MPHA may (1) replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed with work.

**2.2 Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all Contractor personnel assigned to MPHA properties under this contract.

**2.3 Qualified Personnel.** The 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 in this contract or as provided by the Contractor during the Contractor's normal conduct of business.

**2.4 COVID Protocols.** The Contractor shall comply with all applicable MPHA COVID Protocols as outlined in Appendix No. 5.

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**2.5 Insurance Requirements.** The Contractor shall purchase and maintain insurance as required to protect the Contractor, MPHA, Elliots LP, and Community Housing Resources (CHR) from claims set forth in items 2.5.1 through 2.5.3 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 MPHA, Elliots LP, CHR, the Contractor, subcontractors or third parties. The insurance required hereunder shall be effective and apply whether such claims arise by the Contractor or by anyone directly or indirectly employed by Contractor or by anyone for whose acts the Contractor may be liable.

The Contractor shall require its subcontractors, if any, to comply with all insurance requirements in this contract. The 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:

**2.5.1 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.

**2.5.2 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 the 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

**The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies.** Commercial General Liability insurance required under this paragraph shall be written on an occurrence form.

**2.5.3 Professional Liability Insurance.** Professional Liability Coverage for negligent acts, error or omissions arising out of the performance of professional services included in this Agreement in the minimum limit of liability of \$1,500,000 per claim.

**2.5.4 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 Commercial Automobile Liability insurance including owned,

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hired and non-owned vehicles with limits of liability of \$1,000,000 Combined Single Limit for each occurrence for bodily injury and death, or property damage.

The limits of liability specified above are minimum requirements. Approval of the insurance by MPHA shall not relieve or decrease the liability of the Contractor. 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.

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

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

Certificates of Insurance and policy endorsements indicating additional insured status shall be filed with MPHA prior to commencing any work hereunder. MPHA shall not be obligated to review certificates or other evidence of insurance, or to advise the Contractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor from, nor be deemed a waiver of MPHA's right to enforce, the terms of the 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 MPHA. MPHA shall have the right to examine any policy or endorsements required under this contract.

All insurance policies required to be obtained by the Contractor and its subcontractors hereunder shall include a waiver of subrogation by endorsement or otherwise in favor of 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 MPHA, Elliotts LP, and CHR 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 MPHA:

**Minneapolis Public Housing Authority**  
**Attention: Procurement Coordinator**  
**1001 Washington Ave N, Minneapolis, MN 55401**

**2.6 Licensing.** Contractor shall also provide MPHA with 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.

**2.7 Financial Viability and Regulatory Compliance.**

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- 2.7.1** The 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. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.
- 2.7.2** The Contractor agrees to promptly disclose to MPHA any IRS liens or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined in this contract. The failure by the Contractor to disclose such issue to MPHA in writing within 5 days of such notification received will constitute a material breach of this contract.
- 2.7.3** The Contractor further agrees to promptly disclose to MPHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the 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.
- 2.7.4** 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.

**2.8 State and Federal Data Privacy Statement.** The 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. The Contractor shall maintain the confidential nature of any data or information received in the course of providing services and shall not otherwise breach the security of the data as defined by the Minnesota Government Data Practices Act. 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.

**2.9 Information and Workplace Technology Certification.** Only individuals approved by MPHA in writing may access MPHA workplace technology. The Contractor will ensure that only individuals that are performing work under this contract and who have a need to use MPHA workplace technology will access the workplace technology.

**2.10 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 the 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/or reports submitted to MPHA by the Contractor shall be in writing and delivered to the attention of the following person representing MPHA:

**Minneapolis Public Housing Authority**  
**Attention: \_\_\_\_\_**  
**1001 Washington Ave N, Minneapolis, MN 55401**

or, if appropriate, e-mailed to: \_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or, if appropriate, e-mailed to: \_\_\_\_\_.

- 7.0 2 CFR § 200, Procurement Standards.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, MPHA and the Contractor each agree:

- 7.1 Remedies for Contractor Breach.** Regarding contract-related issues, it is the responsibility of both MPHA and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract 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, MPHA shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time).

- 7.1.1** If the Contractor is in material breach of the contract, MPHA may promptly invoke the termination clause detailed in Contract Appendix No. 1, HUD Form Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues regarding the cause of and justification for the termination.

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

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

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- 7.2 Termination for Cause and Convenience.** As detailed in Contract Appendix No. 1, HUD Form Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction.
- 7.3 Reporting.** Both parties shall comply with any reporting requirements that may be detailed herein.
- 7.4 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 909-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 7.5 Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, 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.
- 7.6 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.
- 7.7 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 Agency regulations (40 CFR Part 15).
- 7.8 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).

**8.1 Additional Considerations.**

- 8.1 Suspension Procedures.** The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.
- 8.1.1 Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 8.1.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Appendix No. 6, Scope of Services, while also complying with the workmanlike standard clause contained at Section 2.1.
- 8.1.3 Notice of Violation.** If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.
- 8.1.4 Suspension and Reinstatement.** For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

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For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.

- 8.2 Non-Escalation.** Unless otherwise specified, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.
- 8.3 Funding Restrictions and Order Quantities.** MPHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary or terminate the contract without prejudice or liability to MPHA, if:
- 8.3.1** Funding is not available;
  - 8.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
  - 8.3.3** MPHA's requirements in good faith change after award of the contract.
- 8.4 Local, State, and/or Federal Permits.** Unless otherwise stated, all local, State or Federal permits which may be required to provide the services ensuing from this award, whether or not they are known to either MPHA or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the QSP shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 8.5 Government Standards.** The 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 enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 8.6 Official, Agent and Employees of MPHA Not Personally Liable.** In no event shall any official, officer, employee, or agent of 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.
- 8.7 Subcontractors.** Unless otherwise stated, the Contractor may not use any subcontractors to accomplish any portion of the services described in the QSP documents or the contract without MPHA's prior written permission.
- 8.8 Prompt Payment to Subcontractors.** Pursuant to Minn. Stat. § 471.425, subd. 4a, the 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. The 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.



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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 the Contractor, the Contractor shall pay the subcontractor's reasonable costs and disbursements, including attorney's fees.

- 8.9 Salaries and Expenses Relating to Contractor's Employees.** Unless otherwise stated, the 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. The 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.
- 8.10 Independent Contractor.** Unless otherwise stated, the 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.
- 8.11 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.
- 8.12 Time of the Essence.** Time is of the essence as to each contract provision in which time of performance is a factor.
- 8.13 Limitation of Liability.** In no event shall MPHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 8.14 Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless MPHA and MPHA's consultants, 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 the 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. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this paragraph.
- 8.15 Lobbying Certification.** By execution of this contract with MPHA, the Contractor certifies, to the best of its knowledge and belief that:
- 8.15.1** 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 Agency, 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.

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- 8.15.2** 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 Agency, 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 accordance with its instructions.
- 8.15.3** The 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.
- 8.16 Additional Federally Required Orders/Directives.** Both parties shall comply with the following laws and directives, where applicable:
- 8.16.1 Executive Order 11063**, 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.
- 8.16.2 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. MPHA hereby extends this requirement to the 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.).
- 8.16.3 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, 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.
- 8.16.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 8.16.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 8.16.6 HUD Information Bulletin 909-23** which is the following:
- 8.16.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
- 8.16.6.2** Clean Air and Water Certification; and
- 8.16.6.3** Energy Policy and Conservation Act.
- 8.16.7** That the funds that are provided by 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.

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**8.16.8** 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.

**8.16.9** 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 in 24 CFR 75.17, *Section 3 clause*, the following clauses are included as part of this contract.

**9.1** Section 3 of the Housing and Urban Development Act of 1968 - ("Section 3") as described in Part 75 - Economic Opportunities for Low- And Very Low-Income Persons - provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

**9.2** The procurement that is the subject of this solicitation ("project") will be funded using federal Public Housing Financial Assistance and is subject to Section 3 regulations. As such, this solicitation and the resulting contract award will be required to comply with Section 3 regulations and MPHA's Section 3 Policy.

**9.3** As outlined in Appendix 2 – Section 3 Compliance Report, submit quarterly this compliance report. This report requires the Contractor to provide on a quarterly basis the total number of hours worked on MPHA projects for all workers, the number of hours worked on MPHA projects by Section 3 workers, the number of hours worked on MPHA projects by Targeted Section 3 workers and any qualitative efforts undertaken to help achieve compliance with the benchmark requirements. The benchmark requirements are 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers and 5% must be worked by Targeted Section 3 workers. Failure to submit this report will constitute a material breach of this contract which may result in termination for cause and/or withholding of payments until reports are completed and submitted in a satisfactory manner, as deemed by MPHA.

**10.0 Appendices.**

**10.1** The following documents are part of this contract:

**10.1.1 Contract Appendix No. 1.** HUD Form Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction.

**10.1.2 Contract Appendix No. 2.** Section 3 Compliance Report;

**10.1.3 Contract Appendix No. 3.** Section 3 Worker Certification Form;

**10.1.4 Contract Appendix No. 4.** State and Federal Data Privacy Statement;

**10.1.5 Contract Appendix No. 5.** MPHA COVID-19 Letter;

**Quotations for Small Purchases (QSP) No. Q23002 – Radon Testing  
Attachment C – Sample Contract**

**10.1.6 Contract Appendix No. 6.** Scope of Services;

**10.1.7 Contract Appendix No. 7.** Proposed Fees.

**10.1.8 Inclusion by Reference.** Included by reference is any document or clause issued as part of the QSP that MPHA may choose to include at any time during the performance of this contract or any options exercised thereto by MPHA. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from MPHA upon written request for such from the Contractor.

**10.2 Order of Precedence.** In the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed in the body of this contract shall take first precedence, then the requirement(s) detailed in each appendix. The Contractor shall notify MPHA if they discover 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: \_\_\_\_\_  
[Name], [Title]

**Minneapolis Public Housing Authority:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name], [Title]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name], [Title]

**Contract No. 23.xxx, Radon Testing**  
**Table 5.1 of HUD Procurement Handbook 7460.8 REV 2**  
***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.



## SECTION 3 COMPLIANCE REPORT FORM (Public Housing Financial Assistance Programs)

REPORT DATE: \_\_\_\_\_

VENDOR NAME	PROJECT DESCRIPTION	MPHA CONTRACT NUMBER
Point of Contact / Title	Telephone	E-mail
Work /Project Start Date	Work/Project End Date	Notes

This form should be completed by all vendors, contractors and service providers who have a contract with the Minneapolis Public Housing Authority that is subject to Section 3 requirements per 24 CFR Part 75 and/or MPHA’s Section 3 Policy and Compliance Plan. **Complete this form in its entirety, and attach the following supporting documentation: Section 3 Worker and Targeted Section 3 Worker Certification forms, payroll information supporting labor hour benchmark data, certification that you followed order of hiring priority, evidence of qualitative efforts made to comply with Section 3 and other supporting documents as applicable.**

You may attach a letter to this report if needed to further state your efforts, achievements or obstacles encountered.

Submit this form at completion of your work or by the 5<sup>th</sup> of each quarter (April, July, October, January) for work completed in the previous quarter, unless agreed otherwise with the Section 3 Compliance Administrator. Questions and assistance with requirements and reporting can be sent to [LCreamer@mplspha.org](mailto:LCreamer@mplspha.org)

### **GENERAL GUIDANCE AND DEFINITIONS**

Section 3 of the Housing and Urban Development Act of 1968 (codified at 12 U.S.C. 1701u and implemented at 24 CFR Part 75, hereinafter, "Section 3"), as amended, requires that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development (“HUD”) financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, or residents of the community in which the Federal assistance is spent.

### Section 3 Worker means;

Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD. (Note: Income is considered for the worker only and not based on household)
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

**A Targeted Section 3 worker for public housing financial assistance** means a Section 3 worker who is:

1. A worker employed by a Section 3 business concern; or
2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - i. A resident of public housing or Section 8-assisted housing;
  - ii. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - iii. A YouthBuild participant.

### BENCHMARK GOALS

1. **25 percent** or more of the total number of labor hours worked by all workers on the project employed with public housing financial assistance in MPHA's fiscal year are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project employed with public housing financial assistance in MPHA's fiscal year are **Targeted Section 3 Workers**.

### HUD INCOME LIMITS

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. Most recent HUD income limits may be obtained from:

<https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>

**Income Eligibility Guideline: FY 2021 Minneapolis HUD Income Limits**  
**Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area**

Very Low (50%) Income Limit	No more than \$ 36,750 or
Low (80%) Income Limit	No more than \$ 55,950

*Note: a Section 3 worker can be either a very low or low-income individual.*

### HIRING PRIORITIES

Employment and training opportunities created by **public housing financial assistance** shall be given to Section 3 Workers in the following order of priority:

- **P1:** To residents of the public housing projects for which the public housing financial assistance is expended;
- **P2:** To residents of other public housing projects managed by MPHA or for residents of Section 8-assisted housing managed by MPHA;
- **P3:** To participants in YouthBuild programs; and
- **P4:** To low- and very low-income persons residing within the metropolitan area in which the assistance is expended.

**Part I: WORKFORCE COMPOSITION**

Total Number of <u>All Workers</u> who worked on the Project	Total Number of <u>Section 3 Workers</u> who worked on the Project	Total Number of <u>Targeted Section 3 Workers</u> who worked on the Project

**Part II: LABOR HOUR BENCHMARKS (25% and 5% goal)**

Report labor hours worked on this project broken down by ALL Workers, Section 3 Workers and Targeted Section 3 Workers.

Labor Hours on the Project for <u>ALL Workers</u>	Labor Hours on the Project for <u>Section 3 Workers</u>	Labor Hours on the Project for <u>Targeted Section 3 Workers</u>

Attach documents supporting the data provided in this section and check the boxes below:

- LCP Tracker report certifying labor hours worked
- Other salary-based or time-and-attendance payroll records certifying labor hours

**Part III: SUBCONTRACTORS**

Did you have any subcontractors who performed work on this contract?

- YES**    **NO** (If **yes**, complete the table below and attach this same report form for each of the subcontractors to identify their hiring and labor hours)

Subcontractor Name	Trade	Subcontract Amount	Start Date	End Date	Business Certification (MBE, WBE, SBE, Section 3)



**Part IV: QUALITATIVE EFFORTS (24 CFR Part 75.15)**

Check the boxes that apply to demonstrate your good faith efforts to satisfy your section 3 obligations.

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers, including notifying MPHA’s Section 3 team, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
- Contacted agencies administering Minneapolis YouthBuild Programs, and requesting their assistance in recruiting Minneapolis YouthBuild Program participants for training opportunities and employment positions;
- Consulted with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and TargetedSection 3 Workers;
- Held job fairs;
- Provided or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunitiesconnecting residents to job placement services;
- Provided or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
- Assisted Section 3 Workers to obtain financial literacy training and/or coaching;
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts;Divided contracts into smaller jobs to facilitate participation by Section 3 Business
- Concerns; Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns;
- Promoted use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses.

**Part V: NOTES AND COMMENTS (If needed, attach additional sheets)**

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By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that the information provided on this form, as well as all documentation provided in support thereof, are true and correct, and that I am authorized on behalf of the Company to make this certification. Furthermore, I certify that I will maintain this documentation for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200. I will make these records available to MPHA and/or HUD upon request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## ADDITIONAL GUIDANCE FOR CONTRACTORS AND VENDORS

### RECORDKEEPING: 24 CFR Part 75.31

Contractors, subcontractors and other recipients or sub-recipients must maintain documentation to ensure that workers meet the definition of a Section 3 Worker or Targeted Section 3 Worker as follows:

**For a worker to qualify as a Section 3 worker, one of the following must be maintained:**

1. A worker's self-certification that their income is below the income limit from the prior
2. calendar year;
3. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
4. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
5. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
6. An employer's certification that the worker is employed by a Section 3 business concern.

**For a worker to qualify as a Targeted Section 3 worker, under Public Housing Assistance Programs one of the following must be maintained:**

1. A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
2. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
3. An employer's certification that the worker is employed by a Section 3 business concern; or
4. A worker's certification that the worker is a YouthBuild participant.

### OTHER

- A contractor/vendor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
- Income limits are individual and not household.
- MPHA's Section 3 Worker Certification Form can be used to establish eligibility as a Section 3 Worker and Targeted Section 3 Worker.
- To calculate the labor hour benchmark, see the graphics below:



- See HUD's Section 3 Regulation codified at 24 CFR Part 75, Labor Hour Benchmarks and FAQ at <https://mphaaonline.org/careers/section-3/>
- Questions about MPHA's Section 3 program or completing this form can be directed to MPHA's Section 3 Coordinator at [LCreamer@mplspha.org](mailto:LCreamer@mplspha.org)

**SECTION 3 WORKER CERTIFICATION FORM (24 CFR §75)**  
**(Public Housing Financial Assistance Programs Only)**



**PART I: EMPLOYEE INFORMATION (to be completed by the worker)**

Name:	<b>Hiring Priority (check the applicable box)</b>					
Address:	<input type="checkbox"/> P1: Resident of MPHA's public housing project where the work is performed;					
	<input type="checkbox"/> P2: Residents of other projects managed by MPHA;					
	<input type="checkbox"/> P3: Participants in YouthBuild programs; and					
	<input type="checkbox"/> P4: Other low- and very low-income person residing within the Minneapolis metropolitan area.					
Phone Number:	Email Address:					
Gender:	Age Group:	18-24	25-34	35-44	45-64	65+
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How did you hear about the job?	Are you a Trade Union member? If yes, state: Name: _____ Enrollment Date: _____					

**SECTION 3/TARGETED SECTION 3 WORKER INFORMATION**

- 1. Based on the below definition, do you qualify as a Section 3 Worker?** Yes  No   
Section 3 Worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:  
 The worker's income for the previous or annualized calendar year is below the income limit established by HUD (maximum of \$62,600 per worker in 2022. See <https://mphaonline.org/> for more information).  
 The worker is employed by a Section 3 business concern.  
 The worker is a YouthBuild participant.
- 2. Based on the below definition, do you qualify as a Targeted Section 3 Worker?** Yes  No   
A Targeted Section 3 worker for public housing financial assistance is a Section 3 worker who:  
 A worker employed by a Section 3 business concern; or  
 A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:  
 i.  A resident of public housing or Section 8-assisted housing;  
 ii.  A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or  
 iii.  A YouthBuild participant.

*By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that the above information is true and correct, and further agree to provide the Minneapolis Public Housing Authority with documentation verifying my Section 3 eligibility upon request.*

**Worker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PART II: EMPLOYER AND PROJECT INFORMATION (to be completed by the employer)**

Employer Name:	MPHA Contract Number and Project Description:	Total Hours Worked by this Worker on this Project:
Work Location:	Position/Job Title:	Pay Rate:
Permanent: YES <input type="checkbox"/> NO <input type="checkbox"/>	Hire Date:	End Date:
Does your business qualify as a Section 3 Business based on definition in 24 CFR Part 75.5? YES <input type="checkbox"/> NO <input type="checkbox"/>		

*By signing below, I hereby certify and declare under penalty of perjury under the laws of the United States and the State of Minnesota that, based upon Company's payroll records and personnel file, the information provided above is true and correct, and that I am authorized on behalf of the Company to make this certification.*

**Employer Contact Name:** \_\_\_\_\_ **Tel/Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

MPHA has determined the disclosure of this document, which includes the home address and private financial information of a public housing resident, would constitute an unwarranted invasion of personal privacy per Government Code section 6254(c), and therefore exempts this record from disclosure under the Minneapolis Public Records Act.

**MPHA Contract No. 23.xxx**  
**State and Federal Data Privacy Statement**

The undersigned vendor and a person performing services under Contract No. 23.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 highrise 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: \_\_\_\_\_



October 30, 2020

Re: Expanding Operations – Partners: Contractors, Vendors, and Consultants for The Minneapolis Public Housing Authority in and for the City of Minneapolis (MPHA)

MPHA's #1 priority is the safety and well-being of our employees, residents, participants and partners as we determine the expanding operations protocols necessary to accomplish ongoing activities. During this unprecedented time, we are requiring the following actions of our partners: contractors, vendors, and consultants etc. to support the safety of all. As you are aware, MPHA serves some of the City's most vulnerable populations. We are utilizing the CDC, OSHA, State of Minnesota, American Industrial Hygiene Association and other regulatory organizations' guidance to establish the requirements. Due to the uncertainty of the situation, MPHA may update these requirements based on the needs of the organization at any time. Partner deviations from the protocols established in this document must be approved in writing by MPHA prior to making a change. MPHA shall retain the right to request and receive a change in personnel assigned to the work, if partner's employee fails to comply with this document.

If you have a question regarding an area that is not covered in this document, please utilize the appropriate governmental or regulatory guidance.

**Responsibilities of our partners:**

- Enforce requirements with all sub-contractors.
- Ensure compliance by all of your employees.
- Communicate requirements and expectations to all employees including signing an acknowledgement of understanding. (Training if necessary)
- Provide required PPE.
- Provide appropriate PPE training with a signed acknowledgement of understanding.
- Provide appropriate action for non-compliance by their employee
- Support any employee that notifies them of safety concerns including potential exposure of COVID-19 without fear of retribution or termination.

**Requirements**

**Screening Prior to Jobsite Admittance**

All personnel that enters a jobsite must complete a health questionnaire (see attached sample from the State of Minnesota) and have their temperature taken on a daily basis. Please stay abreast of

symptoms that the CDC states are indicative of COVID-19 and screen for those symptoms. If the individual has any of the symptoms captured in the questionnaire and/or a fever, they will not be permitted onto the worksite. Potentially ill individuals must be separated from others that are in the area. You will need to maintain records that your employees complied with the daily pre-site health screening protocol prior to arrival at a MPHA facility. If requested, you will need to provide MPHA documentation that the protocol was followed and who was responsible to ensure it was.

### **Handling of positive COVID-19 case**

If one of your employees, who has been at one of MPHA's facilities, tests positive for COVID-19 or is presumed positive for COVID-19, you must immediately notify your Contract Administrator at MPHA. You will need to identify potential MPHA staff and tenants that your employee may have contacted. The date and time that your employee was at our facility will also be needed. MPHA will use its notification protocol to inform employees, residents/participants and other partners of the potential exposure. MPHA in compliance with the ADA will not disclose the name or identity of the ill individual.

### **Return to work after identification and isolation of sick persons**

An individual who has tested positive or is presumed positive for COVID-19 shall not return to the MPHA job site until after 10 days have passed since symptoms first appeared AND at least 24 hours with no fever without fever-reducing medication AND other symptoms of COVID-19 are improving, or as directed by a healthcare provider. This is the CDC's guidance as of the date of this letter. It is your responsibility to ensure you're following the most recent guidance issued by the CDC for returning to work after COVID-19.

An individual who comes in close contact with someone who has tested positive or is presumed positive for COVID-19 shall not return to the MPHA job site until completing a 14-day quarantine as measured from the last day of exposure to COVID-19, or as directed by a healthcare provider. If symptoms develop, the individual should continue to stay home and follow the steps outlined in the paragraph immediately above.

### **Hygiene**

Basic infection prevention measures are being implemented at our sites.

All individuals need to **wash their hands** for at least 20 seconds with soap and water frequently throughout the day especially at the beginning and ending of their shift, prior to any mealtimes and after using the washroom. All individuals are required to wash or **sanitize their hands** prior to or immediately upon entering the facility. If gloves are worn, hands must be washed or sanitized after gloves are removed. If soap and water are not available, they need to use hand sanitizer that contains at least 60 to 95% alcohol.

All individuals are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing, and to avoid touching their face, particularly their mouth, nose and eyes, with their hands. Individuals are expected to dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward.

Inform individuals not to share phones, tools, utensils etc. If an item must be shared, the individual needs to use a disinfectant wipe to clean the item prior to sharing.

**PPE**

The proper personal protective equipment including goggles, face shields, disposable gloves, N95/K95 masks or face coverings must be worn that is appropriate for the situation and task at hand while complying with industry, local, state and federal guidance. Please do not share PPE equipment. Any person that must enter an occupied unit is required to wear a N95/K95 and face shield or goggles and gloves. Anyone in a public area of a MPHA facility must wear a face covering/mask.

Ensure used PPE is disposed of properly.

**Physical Distancing – People must be at least six-feet apart when feasible**

We understand that physical distancing is not always feasible especially during construction. When it is feasible, individuals need to maintain a distance of 6 feet or more from co-workers, MPHA’s residents MPHA’s employees, guests and visitors. This includes at lunch, breaks, entering and leaving the worksite, the use of elevators and stairs. Current guidance suggests that not only distancing but also the amount of time in close quarters has an impact on safety.

**Cleaning/Disinfecting Protocol**

Regular practices of cleaning and disinfecting is important part of the plan. Your employees will need to take the time to disinfect high touch areas. If your employee is in an occupied unit, they must disinfect the surfaces they may touch prior to conducting their work and again after the work is completed. It is imperative that they clean and disinfect anything that they may have touched prior to leaving the unit. Dispose of hand towels, tissue, wipes, etc. in appropriate receptacles.

**Minnesota COVID 19 Preparedness Plan**

If requested, you must present the COVID-19 Preparedness Plan for your organization required by the State of Minnesota.

MPHA appreciates your extra attention during this mutually difficult period. As always, we value your partnership as we work together to improve the lives of those we serve.

**Acknowledgement:** By my signature, I acknowledge that I have read, understand and agree with the requirements stated in this document. I understand that the organization that I am representing will be held accountable for educating the employees of the requirements and expectations. I certify that the organization has prepared the COVID-19 Preparedness Plan required by the State of Minnesota.

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**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Company:** \_\_\_\_\_

# VISITOR AND EMPLOYEE HEALTH SCREENING CHECKLIST



## CONDUCT HEALTH SCREENING EACH TIME EMPLOYEES OR VISITORS ENTER THE FACILITY.

You may also opt to conduct temperature screening if it can be done with proper social distancing, protection, and hygiene protocols. However, temperature screening is not required.

If a worker or visitor answers “Yes” to any of the screening questions, they should be advised to go home, stay away from other people, and contact their health care provider.

Have you had any of the following symptoms since your last day at work or the last time you were here that you cannot attribute to another health condition?

Please answer “Yes” or “No” to each question. Do you have:

- Fever or feeling feverish?
- Chills?
- A new cough?
- Shortness of breath?
- A new sore throat?
- New muscle aches?
- New headache?
- New loss of smell or taste?