

**Contract No. 23.XXX between the Minneapolis Public Housing Authority
and CONTRACTOR (Contractor) – Shower Base Refinishing**

INTRODUCTION

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

1.0 Services and Payment.

1.1 Scope of Services. The services provided under this contract generally consist of the MPHA's need for special inspection and testing as described herein and specifically within the appendices. The MPHA shall retain the right to implement and/or enforce any item issued as a part of QSP No. Q23014.

1.2 Provisions of any and all Work (Work Orders). Contractor shall not begin any work without the receipt of a completed contract and a task order from the authorized MPHA representative. The task order may take the form of an email.

1.3 Cost/Value of Services.

1.3.1 Contract Value. In consideration for Contractor's performance under this contract, MPHA agrees to pay 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
invoices@mplspha.org**

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;

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- 1.4.2.7 Total dollar amount being billed;
- 1.4.2.8 A statement certifying all wage reporting requirements for the work included in the billing period are satisfied;
- 1.4.2.9 All supporting documentation for services being billed including, but not limited to subcontractor invoices, material receipts, time logs, etc., and confirmation all wages have been submitted into LCP Tracker during the one-month billing period;
- 1.4.2.10 The Minneapolis Public Housing Authority Contractor Sales Tax Documentation form shall be completed and included with every invoice including subcontractor invoices. State and local taxes shall be separated and properly documented with material receipts.

1.4.3 The MPHA shall withhold a 5% retainage from each progress payment consistent with applicable laws and regulations. Notwithstanding any other provision to the contrary, the MPHA may make full payment for equipment and materials delivered to the job site or stored offsite if the equipment and materials are suitably stored, the equipment and materials are protected by suitable insurance, and upon payment, the MPHA receives the equipment and materials free and clear of all liens and encumbrances. The MPHA may release the retainage when the project is substantially completed to the satisfaction of the MPHA. The MPHA may reduce or eliminate the retainage if work is progressing satisfactorily. Subcontractors, if any, may request retainage on their final progress payment if their work is complete.

1.4.4 Contractor shall submit one progress payment each month that shall include all subcontractors' work completed and approved by the MPHA. A progress payment shall not be an acceptance or approval of any work, or the waiver of any defect or violation of the contract.

1.4.5 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.

1.4.6 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 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.

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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 Project Closeout.** During project closeout, MPHA will visit the project site only twice for any corrective action that may be necessary. The first time will be to inspect completion and create a list of items that need to be corrected (punch list). Once MPHA is notified by the Contractor of successfully completing and correcting all of the items on the lunch list, MPHA will inspect a second time. At this point if there are still deficiencies in the workmanship or items that have not been corrected that would require further action on the Contractor and MPHA to inspect subsequent times, the Contractor will be charged \$250.00 per site visit. This should not be construed as a penalty, but rather a means to ensure the project is completed in an efficient manner.
- 2.2 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.
- 2.3 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.
- 2.2 COVID Protocols.** The Contractor shall comply with all applicable MPHA COVID Protocols as outlined in Appendix 7.
- 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 2.3.3 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 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:

- 2.4.1 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'

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Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee.

2.4.2 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

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

2.4.3 Professional Liability Insurance. An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000;

2.4.4 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, 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 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

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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: Greg Lewis, Buyer
1001 N. Washington Avenue, Minneapolis, MN 55401**

2.5 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.

2.6 Financial Viability and Regulatory Compliance.

2.6.1 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.

2.6.2 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

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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.

2.6.3 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.

2.6.4 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.

2.7 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.

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.

6.0 Notices, Invoices and Reports.

6.1 All notices, reports and/or invoices 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: Tim Pilgrim
1001 N. Washington Avenue, Minneapolis, MN 55401**

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

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

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Attention: _____

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 Agency may promptly invoke the termination clause detailed within Contract Appendix No. 2 Form HUD Table 5.1, *Mandatory Contract Clauses for Small Purchases Construction/Development Contracts* 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, 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).

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

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- 7.2 Termination for Cause and Convenience.** As detailed within Contract Appendix No. 2, Form HUD Table 5.1, *Mandatory Contract Clauses for Small Purchases*
- 7.3 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 7.4 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).
- 7.5 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).
- 7.6 Reporting.** Both parties shall comply with any reporting requirements that may be detailed herein.
- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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).
- 7.11 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 IFB documents, the unit prices reflected in the contract shall remain firm with no provision for price increases during the term of the contract.

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- 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.
- 8.3 Local, State, and/or Federal Permits.** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, 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 IFB 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 IFB documents, Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB 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 of 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.

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- 8.8 Salaries and Expenses Relating to Contractor's Employees.** Unless otherwise stated within the IFB 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 IFB 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.
- 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 Additional Federally Required Orders/Directives.** Both parties shall comply with the following laws and directives, where applicable:
- 8.14.1 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.
 - 8.14.2 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.).

- 8.14.3 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.
- 8.14.4 The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 8.14.5 Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 8.14.6 HUD Information Bulletin 909-23** which is the following:
- 8.14.6.1** Notice of Assistance Regarding Patent and Copyright Infringement;
 - 8.14.6.2** Clean Air and Water Certification; and
 - 8.14.6.3** Energy Policy and Conversation Act.
- 8.14.7** 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.
- 8.14.8** 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.
- 8.14.9** 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.

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- 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 3 – 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 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.
- 10.1 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.
- 10.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 5 of this document, while also complying with the workmanlike standard clause contained at Section 5.4.1.
- 10.3 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.
- 10.4 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

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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.

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.

**Contract No. 23.XXX between the Minneapolis Public Housing Authority
and CONTRACTOR (Contractor) – Shower Base Refinishing**

11.0 Appendices.

11.1 The following documents are a part of this contract:

11.1.1 **Contract Appendix No. 1.** Form HUD 5370-C, *General Conditions for Non-Construction Contracts – Section II*;

11.1.2 **Contract Appendix No. 2.** Form HUD Table 5.1, *Mandatory Contract Clauses for Small Purchases*;

11.1.3 **Contract Appendix No. 3.** Form HUD-50071, *Certification of Payments to Influence Federal Transactions*;

11.1.4 **Contract Appendix No. 4.** *Section 3 Compliance Report Form*;

11.1.5 **Contract Appendix No. 5.** *Right to Know Form*;

11.1.6 **Contract Appendix No. 6.** *State and Federal Data Privacy Statement*;

11.1.7 **Contract Appendix No. 7.** *MPHA COVID-19 Protocols*;

11.1.8 **Contract Appendix No. 8.** Form HUD-52158, *Maintenance Wage Rate Decision*;

11.1.9 **Contract Appendix No. 9.** *Section 3 Worker Certification Form*;

11.1.10 **Contract Appendix No. 10.** *Wage Affidavit*;

11.1.11 **Contract Appendix No. 11.** *Shower Specifications*;

11.1.12 **Contract Appendix No. 12.** The fees that apply to each procurement that ensues from this contract.

11.1.13 **Inclusion by Reference.** Included by reference is any document or clause issued as a part of **IFB No. Q23014** 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 copy of each such document is available from the MPHA upon written request for such from Contractor.

11.2 **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.

- Signatures on the following -

**Contract No. 23.XXX between the Minneapolis Public Housing Authority
and CONTRACTOR (Contractor) – Shower Base Refinishing**

12.0 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: _____
REPRESENTATIVE

Minneapolis Public Housing Authority:

By: _____ Date: _____
Jake Gateman, Contracting Officer

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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.

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

Shower Base Refinishing

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)



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 5th 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

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)

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

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. 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: _____

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Minneapolis PHA 1001 Washington Ave Minneapolis MN 55401	LR 2000 Agency ID No: MN002A	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: January 1, 2022	Expiration Date: December 31, 2023
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p> <p>Loretta Szweduk /s/, CIRS 11-30-21 HUD Labor Relations Date (Name, Title, Signature)</p>		
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Operating Maintenance Engineer Building & Grounds Specialist Service & Maintenance Specialist Maintenance Team Leader Preventative Maintenance Technician Journeyman Carpenter Electrician Foreman Journeyman Electrician Carpenter Foreman Journeyman Painter Temporary Help Agency Building & Grounds Specialist Wiring Systems Technician Wiring Systems Installer Carpenter, General Foreman	\$32.20 \$18.52 \$24.54 \$42.48 \$24.18 \$38.68 \$54.67 \$51.33 \$40.98 \$37.70 \$24.03 \$40.17 \$28.14 \$42.98	As defined by the PHA \$12.88 As defined by the PHA \$7.41 As defined by the PHA \$9.82 As defined by the PHA \$17.00 As defined by the PHA \$9.67 As defined by the PHA \$9.74 As defined by the PHA \$31.18 As defined by the PHA \$29.27 As defined by the PHA \$10.31 As defined by the PHA \$6.15 As defined by the PHA N/A As defined by the PHA \$17.63 As defined by the PHA \$14.71 As defined by the PHA \$10.82
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

NOTICE TO CONTRACTORS

From: MPHA Procurement Coordinator

Subject: HUD – Determined Wage Rates
Routine and Non-Routine Maintenance
HUD Labor Relations Letter No. LR 2004-01

Effective immediately, HUD has eliminated the requirement of payroll certification and week wage payments as it pertains to Routine and Non-Routine Wage Decisions (*please note that this does not pertain to Davis-Bacon construction projects*). However, you are still required to create and maintain records that demonstrate your compliance with HUD – determined prevailing wage payment. That is, you must create and maintain, for three (3) years after completion of the work, records (pertaining to each laborer and mechanic employed on each job) containing information demonstrating your compliance with HUD – determined wage rates applicable to the work; those records must include at least the following:

1. Name, address, and Social Security Number
2. Correct work classifications(s)
3. Hourly Rate(s) paid
4. Rate(s) of any fringe benefits paid
5. Number of daily and weekly hours worked (a pay period may not exceed semi-monthly in duration)
6. Gross Wages earned
7. Any applicable and lawful deductions made
8. Actual wages paid

You are required to make these records available for inspection or transcription by authorized representatives of the MPHA or HUD. In addition, you must permit authorized representatives of HUD and MPHA to interview your employees during normal working hours. Further, if you choose to not submit certified payrolls, you will be required to provide to the MPHA Procurement Coordinator, prior to beginning work on the contract, a written affidavit declaring that all employees involved with the contract will be paid according to the Wage Determination document applicable to the contract.

With regard to payroll periods, you are no longer required to pay employees on a weekly basis; however, a pay period may not be of longer duration than semi-monthly.

Should you have questions in this regard, please call (612-342-1404) or write to MPHA Procurement Coordinator at 1001 Washington Avenue North Minneapolis, MN 55401

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:	Hiring Priority (check the applicable box)				
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;				
Phone Number:	<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.				
Gender:	Age Group:	18-24	25-34	35-44	45-64
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 \$55,950 per worker in 2021. 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.



June 2, 2021

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

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.
- Provide required PPE.
- Provide appropriate PPE training
- 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

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.

PPE

Individuals that are visiting 1001 Washington Ave N. and while meeting in places of public accommodation are required to wear face coverings. Individuals who work in resident or participant homes are required to wear face coverings if the resident or participant asks that they do so. Please continue to have a face covering available to use in the course of your work day. In all other situations face coverings are not required. Individuals that are not vaccinated are strongly encouraged to still wear face coverings even when they are not interacting with the public.

Ensure used PPE is disposed of properly.

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.

Signature	Date
Printed Name: _____	Title: _____
Company: _____	