

HENNEPIN COUNTY

MINNESOTA

Request for Proposals

2026 Community Development Block Grant: Public Facility/Infrastructure

Live Online Information Session: Wednesday, December 17, 2025, at 10 a.m.

Closing date for all questions: Tuesday, January 20, 2026, at 3 p.m.

Proposal due date: Thursday, January 29, 2026, before 3 p.m.



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1 Introduction

1.1 Project overview

The Housing and Economic Development department, on behalf of Hennepin County, is soliciting proposals for public facility or public infrastructure improvements funding under the Community Development Block Grant (CDBG) Program.

The Public Facilities or Infrastructure CDBG Request for Proposals (RFP) anticipates awarding approximately \$500,000 to \$1,000,000 in federal funding for eligible activities. Awarded projects must meet federal requirements as outlined and referenced in this RFP.

Public Facilities or Infrastructure proposals are eligible to apply to this RFP. All awards made via this RFP will support neighborhood improvements and other community development activities serving low- and moderate-income households in Hennepin County (excluding Minneapolis, Bloomington, Plymouth, and Eden Prairie).

Funding requirements are detailed in the CDBG Program Manual, located here:

<https://www.hennepin.us/en/business/work-with-henn-co/rfp>. The CDBG Program Manual is incorporated into this RFP by reference.

1.2 County priorities

The Hennepin County [2025-2029 Consolidated Plan](#) identified the following high priority needs:

- Increase and preserve affordable housing choice for renters at or below 50% AMI, with highest priority for households at or below 30% AMI,
- Increase and preserve affordable housing choice for homeowners/homebuyers at or below 80% AMI, with highest priority for homeowners/homebuyers at or below 60% AMI, and
- Prevent homelessness and increase housing stability, prioritizing households at or below 30% AMI

Additional County priorities include:

- Creating new affordable units and preventing the loss of existing viable affordable units.
- Supporting a full range of housing choices throughout the county and ensuring equitable access to those units via inclusive tenant selection plans.
- Connecting affordable housing to local employment opportunities, schools, transit corridor development, and supportive services.
- Creating housing opportunities for Hennepin County Human Services and Public Health (HSPH) client populations through a project-based unit commitment.
- Increasing the inventory of housing units accessible to people with physical disabilities.

1.3 Scope of services (Attachment A)

In addition to the requirements outlined in the main body of this RFP, technical requirements for CDBG are included within Attachment A at the end of this document. Technical requirements are also addressed in the CDBG Program Manual which is incorporated into this RFP by reference, and found here:

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

1.4 Pre-proposal information session

Hennepin County will host a live, online information session to provide an overview of the public facilities and infrastructure funding available via this RFP. The session will also provide time for potential applicants to ask questions of staff. This session will be recorded and the link to the recording will be made available in the first addendum.

Information Session:	Wednesday December 17 at 10 am
Information Session Agenda:	10 am: Public Services RFP 10:30 am: Public Facilities and Infrastructure RFP
Link to join:	Link to join (full URL in footnote) ¹

2 General rules

2.1 RFP overview

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

2.2 Estimated timeline

Distribution of RFP and application materials	December 15, 2025
Optional information session	December 17, 2025, 10:00 – 11:30am
Optional project technical assistance ('TA') sessions	January 6 to January 20, 2026
Deadline for all RFP-related questions	3 pm on January 20, 2026
Latest date that additional addenda will be released	January 22, 2026
Proposals Due	3 pm on January 29, 2026
County Board or HRA Board approval	Estimated May/June 2026

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

¹ https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_MGYxNmI5ZTgtYzZjNi00ZmM4LWFmM2EtYjAyYjEzNmNiMWE3%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25228aefdf9f-8780-46bf-8fb7-4c924653a8be%2522%252c%2522Oid%2522%253a%25223f7744fe-f718-4a5d-a3cb-7ae5b020e564%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=75d83e77-d105-46d3-860d-75cca4021e6d&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

2.3 Proposal submission

Applications (aka 'proposals') will be received in the Housing and Economic Development Portal ("Portal"):
<https://portal.neighborlysoftware.com/HENNEPINCOUNTYMN/participant>.

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

Proposers are strongly encouraged to make their submissions well in advance of the proposal due date as the process may take some time to complete. The Portal will close at 3 pm on January 29, 2026, the due date.

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

In the Housing and Economic Development Neighborly Portal, select the Public Facilities/Infrastructure program to apply for funding for public facilities or infrastructure projects. Follow the system prompts to complete all required fields in the following sections, each of which must be completed:

- A. Applicant Information
- B. Activity Team
- C. Activity Information
- D. Community Priorities and Need
- E. Activity Financing
- F. Required Documents (all attachments, including the budget workbook, should be uploaded in this section)

2.4 Questions, technical assistance, and communication restrictions

Questions concerning this RFP should be submitted in writing via e-mail with the subject line "2026 Public Facilities/Infrastructure CDBG Program RFP" to the following:

Housing@hennepin.us; Cc: Henry.Schulteis@hennepin.us

All questions must be submitted prior to 3pm on January 20, 2026.

Optional technical assistance (TA) sessions will be available from January 6 to January 20, 2026. In TA sessions, proposers meet with county staff to discuss their project and specific questions they may have about federal funding. To set up a TA session for your project, please:

- Fill out the TA Session Request Form at the link below. Please fill out one TA Session Request Form per project. The form will show what specific times are available to schedule a 30-minute TA session. After completing the form and indicating your availability, County staff will contact you to finalize a meeting time that works both for your team and relevant subject matter experts at the County.
 - o Link to sign up for a TA session: <https://forms.office.com/g/7wMH88xnZd>

- This form asks about your project and which topics your team is interested in discussing. Please fill it out carefully so that county staff can be sure the correct experts will be available to join in your TA session.
- You will then receive a calendar invite for a virtual meeting for your selected time. This invite is your confirmation that the TA session has been scheduled. If none of your preferred times are available, you will be contacted using the contact information provided on the TA Session Request Form.

Project technical assistance sessions will be recorded digitally or by written notes. The recorded technical assistance is classified as public data under the Minnesota Government Data Practices Act and available to anyone filing a formal public data request to the County.

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

2.5 Addenda

The County reserves the right to modify the RFP at any time prior to the proposal due date. The County will modify the RFP only by formal written addenda. Addenda, if any, will be posted on the "Program Overview" section in the Public Facilities or Infrastructure application on the Portal. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

Proposer's proposal should be based on this RFP document and any formal written addenda. Proposers should not rely on oral statements, including those occurring at pre-proposal meetings or in technical assistance sessions.

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

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

2.7 Proposer's right to edit or cancel proposal

Proposer may edit, submit, resubmit and/or cancel or withdraw its proposal at any time before the proposal due date. If at least 3 business days prior to the due date, a proposer has submitted a proposal and needs to further edit, please send an email to omar.martinez@hennepin.us and sydney.quinlan@hennepin.us, staff can re-open the application. A proposal may be cancelled or withdrawn from consideration by emailing henry.schulteis@hennepin.us and Christine.Longwell@hennepin.us.

2.8 Proposals will not be returned

Upon submission, proposals will not be returned.

2.9 Public disclosure of proposal documents

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

Proposers must not submit trade secret material, as defined by Minn. Stat. § 13.37, as part of their proposal. The County does NOT consider cost or prices to be trade secret material, as defined by the statute. Proposers may present and discuss trade secret information during an interview or demonstration, if applicable. If the Proposer believes private/non-public data is included in its Proposal, Proposer shall clearly identify the data and provide the specific rationale in support of the asserted classification. Proposer must type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the Proposal which Proposer believes to be confidential. Classification of data as trade secret data will be determined pursuant to applicable law, and, accordingly, merely labeling data as "trade secret" does not necessarily make the data protected as such under any applicable law.

The Proposer agrees, as a condition of submitting its proposal, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the proposal. The Proposer agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision. This indemnification survives the County's award of a contract. In submitting a proposal in response to this RFP, the Proposer agrees that this indemnification survives as long as the Proposal is in the County's possession. The County is required to keep all the basic documents related to its contracts, including RFP proposals, for a minimum of seven years.

2.10 Proposer's costs

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

2.11 Proposer's ideas

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

2.12 Collusion

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

2.13 Conflict of interest

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

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

2.14 Federal Funding Notices

A contract award under this Request for Proposal may be supported in whole or in part by financial assistance from the federal government. Through submission of a proposal, the Proposer affirms that it has read and received the notices and provisions in Attachments B: Federal Funding Notices and C: Federal Award Contract Provisions Addendum, as well as the requirements in the HOME and CDBG program manuals.

3 Evaluation and selection

3.1 Proposal evaluation and recommendation for selection

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

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

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

3.2 Evaluation of responsiveness

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

3.3 Evaluation of responsibility

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

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

3.4 Evaluation panel and evaluation criteria

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

Minimum qualifications for all proposals:

- Meets all program requirements
- Complete application and submit with all required attachments.
- Serve a need in the [2025-2029 Consolidated Plan](#)

Evaluation criteria shall include the following:

1. Alignment with Hennepin County's 2025-2029 Consolidated Plan goals

- The project addresses a high priority need identified in the 2025-2029 Consolidated Plan.
- The project addresses a locally identified high priority community development need.
- The application demonstrates how projects are informed by input from the people the organization serves.
- Proposals demonstrate evaluation of need and/or consultation and coordination with other organizations within Hennepin County that provide a similar service/activity.

2. Project feasibility, cost reasonableness, and readiness

- The applicant has the staff expertise to implement the proposed activity and expend funds within the contract term.
- The applicant has the staff expertise to ensure compliance with federal grant regulations.

- The organization has the financial capacity to complete the project.
- The organization submitted program specific policies and procedures that demonstrate the approach to administering the CDBG funding for the proposed activity in a timely and compliant manner. Policies and procedures submitted with the application must include reference and associated processes for the CDBG activity proposed.
- The project is feasible to implement, and the organization demonstrates their ability to comply with federal regulations, their ability to support the administrative requirements of the program, has the financial capacity to manage the grant funds, and has staff available to deliver the required activity and meet timeliness requirements.
- The organization can demonstrate prior performance of compliance and timely expenditures and completion.

3. Experience and capacity of the project team

- The application demonstrates that costs per household are justified and likely to result in meaningful outcomes.
- The project provides benefit principally to low- and moderate-income persons and promotes the program to and provides access for all members of our community.
- The project budget appears reasonable and CDBG funds are being prudently utilized.
- The project leverages funding from other local, state, or private sources.
- The project provides a benefit or service that meets a growing need.
- The project serves an area or population with a high rate of poverty, evictions, or other relevant disparities.
- The project can demonstrate strong outcomes from previous related work.
- The applicant provided a detailed budget that shows leverage of other resources to operate proposed activity. CDBG is not the only source of funding.

4. Project Completion

- The project/activity schedule provides milestones or benchmarks that demonstrate funding will be expended timely.
- The project will be completed and expend funds in a timely manner. For capital/community development proposals, which may take longer than 12 months, proposal schedules must include clear details on the proposed timeline for completion including due to availability of materials, contractors, sub-contractors. Higher ranking will be reflective of activities that can be completed within the initial contract term (12 – 18 months)
- Most or all additional funding represented in the budget has been committed from other sources in support of anticipated CDBG activity (verified with award letters).

3.5 Interviews/presentations

The County reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation process, the County may require the presence of a Proposer to make a presentation and/or answer specific questions regarding their proposal. Any request for a presentation will be made no later than June 1, 2026.

3.6 Execution of contract

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

If a contract is executed, the County reserves the right to cancel a funding commitment if the project is not proceeding according to the timeline submitted in the application. If funding has not been disbursed in a timely manner, for any reason whatsoever, the County has the discretion to rescind the funding or contract award.

4 Attachments

The full list of attachments includes:

- 4.1 Attachment A: Community Development Block Grant Program Overview**
- 4.2 Attachment B: Federal Notices**
- 4.3 Attachment C: Federal Award Contract Provisions**

Attachment A: Community Development Block Grant Scope of Services

A.1 Program overview

The CDBG Program is designed to develop viable urban communities by providing decent housing and a suitable living environment, and by improving economic opportunities, particularly for persons of low and moderate income. CDBG is a program of the U.S. Department of Housing and Urban Development (HUD) under the Housing and Community Development Act of 1974, as amended (Title I). Hennepin County's Housing and Economic Development department administers Community Development Block Grant (CDBG) funds for eligible municipalities; all cities in suburban Hennepin County excluding the city of Minneapolis, Plymouth, Bloomington, and Eden Prairie due to these municipalities receiving their own CDBG allocations directly from HUD.

The updated Federal regulations at [24 CFR Part 570](#) governing the program are available on HUD's website for the CDBG Program: [CDBG: Community Development Block Grant Programs - HUD Exchange](#). If there is a conflict between this manual and the federal regulations, the federal regulations control. Activities funded with CDBG must comply with the CDBG Program regulations for the entire required period of performance and must meet a priority need identified within the most recent Five-Year Consolidated Plan.

A.2 Eligibility for applicants and activities

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

CDBG funds may be used to support a variety of public facilities or infrastructure projects. The following public facilities or infrastructure activities are prioritized under the 2025-2029 Consolidated Plan:

- Infrastructure improvements (construction or installation) including, but not limited to, streets, curbs, and water and sewer lines
- Neighborhood facilities including, but not limited to, public schools, libraries, recreational facilities, parks, playgrounds
- Facilities for persons with special needs such as facilities for the homeless or domestic violence shelters, nursing homes, or group homes for the disabled
- The acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements
- Energy efficiency improvements
- Handicapped accessibility improvements (including improvements to buildings used for general conduct of government
- Other reasonable and necessary expenses related to the development of affordable housing

Activities must also promote equal access to all members of our community and people with low and moderate incomes.

Provision of public/social services can include costs associated with labor, supplies, and materials. If housing counseling, as defined in 24 CFR 5.100, is provided, it must be carried out in accordance with 24 CFR 5.111.

A.3 Program requirements

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

- All information provided in the Hennepin County 2026 CDBG Program Manual, linked in the Housing and Economic Development Portal and at <https://www.hennepin.us/en/business/work-with-henn-co/rfp>
- CDBG program requirements: <https://www.hudexchange.info/programs/cdbg/> (24 CFR Part 570)
- Attachment C: Federal Awards Contract Provisions Addendum

A.4 Financing terms and contractual requirements

The County will complete a final underwriting of awarded projects before executing written agreements to confirm remaining financial need and continued adherence to County priorities.

Successful rental rehabilitation and public infrastructure improvement projects awarded CDBG assistance typically receive a grant or a deferred, non-interest-bearing loan. All projects must comply with the CDBG regulations for the term of the assistance, which will be determined by the County and included in the written agreement.

County policies require that the Recipient, and other key members of the project team, must not be suspended or debarred from doing business with the government. The County will verify non-debarment of the development entity by checking the federal exclusions database and the state debarred vendor report at time of application. Recipients are required to submit documentation of non-debarment prior to the activity's start date.

In addition, documentation requirements may include but are not limited to: Lender's Title Policy; commitment for an American Land Title Association (ALTA) survey; a Legal Opinion Letter; agreement to defend, indemnify and hold the County harmless from any and all claims or lawsuits that may arise from the funded activities; agreement to provide evidence of insurance general liability, builder's risk, and worker's compensation in form and content satisfactory to the County; and documentation satisfactory to the County that BABA requirements will be met.

Attachment B: Federal Notices

NOTICE TO ALL PROPOSERS

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

B.1. Non-discrimination on the basis of faith

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

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

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

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

B.2. Non-discrimination of disadvantaged businesses

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

Attachment C: Federal Award Contract Provisions Addendum

This Federal Award Contract Provisions Addendum will be attached and incorporated into any HOME and/or CDBG written agreement for any proposal selected for HOME or CDBG funding:

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

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

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

(1) Remedies.

The remedy provisions in the Agreement shall apply.

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

The termination provisions in the Agreement shall apply.

(3) Equal Employment Opportunity.

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

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

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

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H, of this subsection, in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

(4) Davis-Bacon Act.

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

(5) Copeland Anti-Kickback Act.

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

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(6) Contract Work Hours and Safety Standards Act.

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

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

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

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

- A. Clean Air Act.

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

B. Federal Water Pollution Control Act.

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

(9) Debarment and Suspension.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(10) Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

(11) Procurement of Recovered Materials.

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

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

- (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

D. See also § 200.471.

(13) Domestic preferences for procurements.

A. Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.

B. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

A. A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

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

Name of Organization:

Name of Program:

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

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

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

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