

Request for Proposals



Partnership for the Deployment of Citywide
Fiber to the Premises (FTTP)

Issued December 1, 2021

City of Madison
404 6th Ave N
Madison, MN 56256

INTRODUCTION AND GENERAL OVERVIEW

The City of Madison (the City) was recently awarded a Minnesota Community Development Block Grant COVID-19 (CDBG-CV) from the Minnesota Department of Employment and Economic Development (DEED). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to respond to the growing effects of this historic public health crisis.

This Request for Proposal (RFP) seeks a provider to design, engineer, construct and manage a buried fiber to the premises (FTTP) network that will allow increased access to broadband to support telework, telemedicine, telelearning, and/or televisits throughout the business and residential community. A specific focus for the provider will be to provide new or enhanced broadband infrastructure and or components to low-to-moderate income (LMI) persons/households. Service/communication enhancements must benefit LMI persons/households.

The purpose of this RFP is to identify qualified providers who are interested in assisting the City in achieving the anticipated outcome. The City expects this process will include follow-up interviews with select providers to answer any questions and obtain additional insight regarding their proposed approach. The City will review and rank responses based on experience, how well the responses address the City's objectives, how the proposed solutions balance and share risks and rewards and other factors. Following the evaluation, the City may interview or initiate negotiations with one or more providers by providing more detailed information on available City assets and asking selected providers to refine their responses.

CITY HIGHLIGHTS AND DEMOGRAPHICS

Madison is a unique city located in Lac qui Parle County and set amidst the southwestern prairie of the State of Minnesota. Madison is also the county seat of the county. The heritage, history and resolve of both the early settlers and current residents make this town special. Madison was platted in 1884, and named after Madison Wisconsin.

The population from the 2010 census was 1518 consisting of approximately 861 households. The City has a total area of 1.05 square miles, all land. U.S Highway 75 and Minnesota State Highway 40 are two of the main routes in the City. Minnesota's newest scenic byway, US highway 75, the Historic King of Trails, runs right through Madison tying it to corridor that runs from Winnipeg to the Gulf of Mexico.

Agriculture is the main driving economic force in and around Madison, but the City is a one stop shop community with plenty of retail businesses to meet most needs, as well as a school, daycare, hospital, clinic and long term care facility. The City provides full service utilities of water, sewer, storm, electric and garbage. The City contracted the services of the county sheriff's department for law enforcement, but it has a strong volunteer ambulance and fire service that keeps the community safe. Our list of Parks and Recreation opportunities will keep you busy.

Madison may have a small town feel, but is BIG on making our community a great place to live, work and visit. Madison is an ambitious, active and fun-loving community with strong leaders and support. The Madison Area Chamber keeps things exciting with several annual celebrations from Stinker Days to Norse fest where we embrace our Norwegian heritage.

PROJECT BACKGROUND

The City seeks a provider to construct and operate fast, affordable broadband internet and data services over publicly and/or privately constructed fiber optics to meet the City's commercial, industrial, governmental and residential broadband goals. City officials have prioritized pursuing the deployment of an FTTP network that will connect to every residential home and will serve the growing demands for affordable and reliable broadband technology.

The City will consider a range of construction, operation and ownership models for the FTTP network. The City and selected partner will collaboratively determine the most mutually beneficial structure, which may include cost sharing, infrastructure leasing, and project sharing arrangements. The City is prepared to consider various business models.

PROJECT GOALS

Responses to this RFP should indicate whether and how their proposals serve the following primary goals of the City:

1. Provide infrastructure to every commercial, industrial, governmental and residential property building to enable the opportunity to access affordable, high speed broadband connections to the internet and other networks;
2. Provide cost-effective services for price-sensitive customers and flexible pricing plans to help narrow the digital divide and ensure access to all City residents; and
3. Potentially provide interconnection between City facilities.

SCOPE OF SERVICE

The selected provider will be required to provide connection to their network for all residential and business buildings within the City. The City's grant funds are only able to be used to connect residential buildings. For agricultural zoned properties, eligible connections may only be installed to residential buildings. A combination of local leveraged funds and funds provided by the provider will be used to connect commercial, industrial or governmental buildings.

The selected provider will also be responsible for project management, permitting, design and engineering, obtaining premise-entry consents, network implementation, network operations, subscriber marketing and billing, customer support, network maintenance and emergency response and network renewal, as needed.

The provider will be required to develop and secure all municipal/county/state approvals necessary for this project to begin construction from all applicable area planning commission/zoning authority/road authority/railroad crossing entity, etc.

The successful provider shall be responsible for maintaining satisfactory standards for employees' competency, conduct, courtesy, appearance, honesty and integrity, and shall be responsible for taking such disciplinary action with respect to any employee that may be necessary. The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties.

The successful provider must initiate community outreach to communicate its proposed marketing plan to its prospective broadband services customer base. The marketing plan should include activities to communicate the award of the proposed grant project, the timing and availability of constructed broadband service, and the applicant's plans on how to optimize broadband subscription rates once service becomes available. It is highly desirable for a discounted rate to be offered to income qualified LMI households, and for a marketing plan to identify how customers can qualify and access their program. The provider must specifically identify if they intend to participate in the FCC Emergency Broadband Benefits program. If a provider plans to offer a discounted rate, what will the discount rate be and what service will be covered by this discount?

This RFP and any subsequent contracts will be subject to the City's general terms and conditions set forth, in part, in the following:

Exhibit A- Federal Labor Standards Provisions (HUD 4010)

Exhibit B- Civil Rights Laws

Exhibit C- Construction Contract Specification

Exhibit D-MBE-WBE Contracting

Exhibit E- Section 3 Clause-Minnesota Small Cities Development Program Block Grant

The provider shall be required to complete a Conflict of Interest Disclosure in the form provided by the City in the form of Exhibit F.

FUNDING

The provider must be willing to financially contribute a minimum of \$1,500,000 towards the total estimated cost of \$4,500,000 to complete the project to connect all residential, commercial/industrial and governmental buildings in the City. \$2,500,000 is available in federal grant funds to subsidize the cost to residential properties. \$500,000 is available from the City to subsidize connectively to residential or businesses in the City.

TIMELINE

The provider must be able to complete the project by **March 30, 2024**. A detailed timeline showing expected project schedule must be included as of the proposal. Identification of any anticipated issues or challenges that may be encountered in order to meet the desired timeframe of the project should clearly be identified.

ENVIRONMENTAL REVIEW

The initial Environmental Review has been completed and is available for review. A re-evaluation of the Environmental Review will be required upon completion of the engineering phase and determination of the location of the fiber lines. The project must receive clearance from DEED Small Cities Development prior to construction. The successful provider shall be required to provide information to the City or its agents to complete the re-evaluation.

TERM OF OPERATION AND SERVICE STANDARD

The provider must agree to provide broadband services for a minimum of five-years after the project is completed. It is highly desirable for the provider to be capable of supporting a 1G FTTP network and a minimum of 300Mbps of symmetrical service.

RFP RESPONSE REQUIREMENTS

The City requests the following information from potential providers:

Cover Letter: Please include company name, address of corporate headquarters, address of nearest local office, contact name for response, and that person's contact information.

Authorized Business: The provider must certify that they are authorized to conduct relevant business in Minnesota. The provider must provide evidence of currently providing FTTP services to rural communities in Minnesota with a minimum of 1,000 current subscribers.

References: Provide three references from cities that the provider currently serves with FTTP. These references must include project description, point of contact name, email address, and telephone number.

Experience: The provider must describe the overall organization strength and relevant broadband technical experience in building, managing, and effectively operating a rural FTTP project. Include a brief description of the management history and capacity of key officers and management staff. This description may be attached as a separate document and organization structure charts may be attached as well.

Expected Timeline:

Procurement of broadband service provider (if applicable)	
Construction engineering work completed	
Completion of Environmental Review	
All necessary permits obtained	
Proposed start to project activities	
Project 25% completed	
Project 50% completed	
Project 75% completed	
All Construction (including restoration work) completed	
Project 100% completed (all locations have service access)	March 30, 2024

Federal Projects/Funding: Describe your experience in delivering and reporting state and federal grant funded broadband construction projects specifically stating their experience in any of the below programs”

- Local allocation of CARES Act funding directed towards broadband development/deployment
- Minnesota Office of Broadband Development Border-to-Border Broadband Grant
- USDA Reconnect Program
- USDA Telecommunication Infrastructure Loan and Loan Guarantee Program
- USDA Rural Broadband Access Loan and Loan Guarantee Program
- USDA Community Connect Grant Program
- FCC Rural Digital Opportunity Fund (RDOF) – Phase I
- IEED National Tribal Broadband Grant (NTBG)
- Indian Community Development Block Grant (ICDBG and/or ICDBG-CARES)

Other Area Projects: The provider must identify if this project will occur in conjunction with other ongoing or proposed broadband infrastructure project(s) in or near the proposed service area. If yes, identify the other project(s) and how these projects could impact, whether beneficial or adverse, this proposed project.

Subcontractors/Partners: The applicable terms and conditions of the project shall bind every subcontractor. Identify all subcontractors or partners used for any purposes. Failure to disclose subcontractors/partners may lead to disqualification. Include separate sheet(s) labeled “Subcontractors/Partners” if necessary the following information: Business Name, years of experience, function and minority status.

Technical and Operations: Summarize the technological and operational approach you would use for this project such as:

- *What approach would you use to interconnect with the internet and other networks?
- *How would you perform network management?
- *At what sort of facility (or facilities) and where would you place network electronics?
- *Provide a proposed network diagram.

Business Structure: Summarize the business approach you would use for the project:

- *How would your business plan help meet the City's goals?
- *What are your key assumptions?
- *What are your main areas of risk, and how can the City help reduce the risks?
- *What is the City's main areas of risk, and how can you help reduce the risks?

Privacy: Describe your ability to provide secure network service or infrastructure that complies with public safety and other security and privacy regulations and requirements.

Services: Describe the service options you plan to offer over this network. What download/upload or symmetrical speeds would you offer or be able to provide? What types of service level agreements would you be prepared to offer? How do your proposed services differ based on the potential presence of other competitors offering services in the area?

Financing and Funding: The City has been awarded a grant of \$2,500,000 and has secured up to \$500,000 in local matching funds to incentivize the development and construction of a FTTP network in the City. The selected provider must be willing to financially contribute a minimum of \$1,500,000 million, and provide all services to be rendered hereunder, toward the total estimated cost of \$4,500,000 to complete the project to connect all residential, commercial/industrial properties in the City. The \$2,500,000 available in grant funds is to connect residential properties which shall consist of at least 55% of the total estimated project cost.

The provider must provide an itemized budget proposal and must offer credible evidence of its ability to finance their share of the project. If the proposing provider is a privately held corporation, it may enclose its audited financial statements in a sealed envelope marked "Proprietary and Confidential." The City will hold confidential records submitted in such an envelope so marked until completion of evaluations and as otherwise permitted by law.

Please describe any additionally financial requirements from the City that might be required or requested in order to enter into the partnership and to complete the project.

DUPLICATION OF BENEFITS

The provider must identify what resources, if any, are currently available for residents and communities members to utilize or apply for in regards to broadband service assistance.

DOB occurs when a person, household, business or other entity receives federal financial assistance to address a federally declared emergency or disaster and receives or would

receive funds from multiple sources (including insurance) for the same purposes, and the total assistance received will exceed the total need for the costs.

Each grantee must have procedures to prevent a duplication of benefits that addresses each activity program. Policies and procedures must include at a minimum: 1) Requirements that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative 2) A method of accessing whether the use of CDBG-CV funds will duplicate financial assistance that is already or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need.

PROPOSED TIMELINE AND DELIVERY

The City invites sealed proposals from interested and qualified companies to provide an RFP for this FTTP project. Submitted proposal shall contain:

1. Proposed scope of work and approach;
2. Experience (past projects), including references;
3. Project Team;
4. Schedule; and
5. Any other information deemed pertinent.

Please identify any proprietary and/or confidential information as such. Proposal must be submitted to the City by **December 27th, 2021, by 2:30 PM CST**. Each sealed envelope containing a proposal must be plainly marked on the outside: City of Madison FTTP Proposal. Each proposal must be submitted in a sealed envelope, address to:

City of Madison
Attn: Val Halvorson, City Manager
404 6th Avenue
Madison, MN 56256

The proposals will be opened and next steps reviewed by the City on **December 28th, 2021, 2:30PM CST**. Interested providers can appear in person or via zoom. Please contact the City prior to said date to if appearing in person or via zoom to confirm any restrictions due to health/safety concerns.

EVALUATION CRITERIA

Proposals will be generally evaluated based on the following criteria and weighted percentages:

1. **25%** Scope of work and approach. Conformance to the general scope of work listed in this RFP and overall approach.
2. **25%** Customer Service and Service Delivery. Evaluation of customer service relative to the project and ongoing customer support as well as approach to service delivery and general impacts on residents.

3. **15%** Experience and References. Company's experience performing similar work, references and project team qualifications.
4. **10%** Familiarity with the project location and understanding of the City and proposed project.
5. **10%** Costs, Product and Efficiency. Total proposed fees and project costs, anticipated costs for resident use of fiber infrastructure based on proposed model, products proposed for use, and overall project efficiency.
6. **10%** Time and Schedule. Proposed schedule and ability to meet past projects' schedules.
7. **5%** Strong sense that provider is genuinely interested in the Madison community and providing quality services now and in the future.

QUESTIONS REGARDING RFP

All questions and inquires must be submitted in writing to val.halvorson@ci.madison.mn.us, by **December 10th, 2021, 2:30PM CST**. Responses will be posted to the City of Madison website by **December 17th, 2021, 4:30PM CST**.

RESERVATION OF RIGHTS

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any and all of the items in the proposal, and award the contract subject to this RFP, in whole or part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the proposals if any such action is deemed in the best interests of the City.

Additionally, the City herein expressly reserves the right to make the award based on the City's best judgment as to which proposal best meets the City's expectation of a project.

EXHIBIT A

Federal Labor Standards Provisions (HUD 4010)

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) 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.

(ii) Additional Classifications.

- (A) 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 and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee 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. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, 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 the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. 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 clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) **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 the individual 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.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, 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 subparagraph B(1) of this paragraph, in the sum of **\$27** 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 the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **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 other Federal contract with the same prime contract, 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 subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MN20210106 10/01/2021

Superseded General Decision Number: MN20200106

State: Minnesota

Construction Type: Building

Counties: Jackson, Lac Qui Parle, Lincoln, Meeker, Murray, Renville, Rock and Yellow Medicine Counties in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	04/23/2021
3	05/21/2021
4	05/28/2021
5	06/25/2021
6	07/09/2021
7	07/30/2021
8	08/06/2021
9	09/03/2021
10	09/24/2021
11	10/01/2021

ASBE0034-001 06/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.25	35.90

BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

* BRMN0001-006 05/31/2021

	Rates	Fringes
BRICKLAYER.....	\$ 32.75	21.11

CARP0930-017 04/29/2019

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation and Excludes Soft Floor Layer).....	\$ 27.16	19.47

ENGI0049-004 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 40.93	21.70
Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70

IRON0512-029 05/03/2021

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 39.35	31.80

LAB00563-053 01/01/2021

	Rates	Fringes
LABORER (ASBESTOS ABATEMENT (Removal from Ceilings, Floors, and Walls)).....	\$ 37.40	19.09

PAIN0386-008 05/03/2021

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 39.23	24.86
Spray.....	\$ 39.23	24.86

PAIN0681-005 05/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 31.00	21.23

PAIN1324-002 02/26/2018

	Rates	Fringes
GLAZIER.....	\$ 30.43	14.90

PLAS0633-005 05/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.51	22.72

ROOF0096-020 06/01/2021

	Rates	Fringes
ROOFER.....	\$ 35.39	19.81

SFMN0669-004 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.18	23.22

SHEE0010-043 09/02/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 34.42	24.79

* UAVG-MN-0003 01/01/2019

	Rates	Fringes
LABORER: Pipelayer.....	\$ 31.45	16.32

* UAVG-MN-0007 01/01/2019

	Rates	Fringes
CARPENTER (Soft Floor Layer Only).....	\$ 31.03	17.61

* UAVG-MN-0008 01/01/2019

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 33.01	17.22

* UAVG-MN-0009 01/01/2019

	Rates	Fringes
OPERATOR: Crane.....	\$ 38.87	20.30

* UAVG-MN-0010 01/01/2019

	Rates	Fringes
PIPEFITTER.....	\$ 35.34	26.40

SUMN2015-041 06/22/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 29.18	12.89
LABORER: Common or General.....	\$ 23.39	12.78

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 28.95	17.20
PLUMBER.....\$ 30.68	17.58
TILE SETTER.....\$ 25.66	11.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

I, _____ (Name of Signatory Party) _____ (Title) _____

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Building or Work); that during the payroll period commencing on the

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

EXHIBIT B
Civil Rights Laws

Civil Rights Laws
Community Development Block Grant Coronavirus Program (CDBG-CV)
State of Minnesota

Title VI of the Civil Rights Act of 1964. This law provides that no person shall be excluded from participation, denied program benefits, or be subjected to discrimination on the basis of race, color or national origin.

Section 109, Title I, of the Housing and Community Development Act (HCDA) of 1974. This law provides that no person shall be excluded from participation (including employment), denied program benefits, or be subjected to discrimination on the basis of race, color, religion, national origin, sex, age or handicap.

Age Discrimination Act of 1975. This law provides that no person shall be excluded from participation, denied program benefits, or be subjected to discrimination on the basis of age.

Title VIII, Civil Rights Act of 1968, as amended (The Fair Housing Act). This law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and handicap. The law further requires that programs be administered in a manner that affirmatively promotes fair housing.

Executive Order 11063, Amended by Executive Order 12259, (Equal Opportunity in Housing). This executive order prohibits discrimination in housing and related facilities provided with federal funds on the basis of race, color, religion, creed, sex or national origin.

Section 3, Housing and Urban Development Act of 1968, as amended. This law provides that to the greatest extent feasible, opportunities for training and employment that arise through HUD financed projects shall be given to lower income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects shall be awarded to Section 3 businesses located in the area, or businesses owned in substantial part by residents in the project area.

Executive Order 11246 (Equal Employment Opportunity). This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts. Contracts in excess of \$10,000 require affirmative action on the part of employers.

Civil Rights Laws
(continued)

Executive Orders 11625, 12432, 12138. These executive orders require that efforts be made to encourage the use of minority and women owned businesses in federally funded programs.

Public Law 95-507, Amendments to the Small Business Investment Act of 1958. This law establishes and sets forth that "it is the policy of the U.S. that small business concerns, and small business concerns owned and controlled by socially and economically and disadvantaged individuals, shall have the maximum practicable opportunity to participate in the performance of contracts let by any federal agency."

Section 504 of the Rehabilitation Act of 1973, as amended. This law provides that no otherwise qualified individual with handicaps shall solely, by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be discriminated against under any program receiving federal funds.

Americans with Disabilities Act (ADA). This law provides civil rights protection to persons with disabilities in the areas of employment, public services, public accommodations, and telecommunications.

Minnesota Human Rights Law (Chapter 363). This law prohibits discrimination in credit, employment, housing, public accommodations, public service, and education on the basis of race, color, creed, national origin, sex, marital status, disability, sexual orientation, public assistance and familial status.

EXHIBIT C

Construction Contract Specification

**Standard Federal Equal Employment Opportunity
Construction Contract Specifications
(Executive Order 11246)**

**Community Development Block Grant Coronavirus Program (CDBG-CV)
State of Minnesota**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security Number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains that applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(continued)

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**Standard Federal Equal Employment Opportunity
Construction Contract Specifications
(Executive Order 11246)**

(continued)

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(continued)

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**Standard Federal Equal Employment Opportunity
Construction Contract Specifications
(Executive Order 11246)**

(continued)

8. Contractors are encourage to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of action taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's failure of such a group to fulfill an obligation shall not be a defense for the Contractor noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanction and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(continued)

13. The Contractor, fulfilling its obligations under these Specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT D

MBE-WBE Contracting

Uniform Administrative Requirements
(24 CR 85.36(e))
Excerpt on M/WBE Contracting
Community Development Block Grant Coronavirus Program (CDBG-CV)
State of Minnesota

E. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (E)(2)(a) through (e) of this section.

EXHIBIT E

Section 3 Clause

Section 3 Clause

24 CFR 75

State of Minnesota

Small Cities Development Program and Minnesota Community Development Block Grant Coronavirus Program

- A. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistances 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.
 - a. The Section 3 Final Rule as detailed in the Federal Register Docket Number FR-6085-F-03 went into effect on November 30, 2020. This Final Rule amended Section 3 regulations and is now found at 24 CFR 75.

- B. Section 3 projects are defined at 24 CFR 75.3(a) as housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
 - a. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.
 - b. The project site is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

- C. Section 3 projects funded with Small Cities Development Program or Minnesota Community Development Block Grant Coronavirus Program funds will follow requirements listed in:
 - a. Subpart A – General Provisions (75.1 – 75.7)
 - b. Subpart C – Additional Provisions for Housing (75.19 – 75.27)
 - c. Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance (75.29 – 75.33)

- D. Definitions associated with Section 3 projects are found at 24 CFR 75.5.
 - a. Labor hours mean the number of paid hours worked by person on a Section 3 project or by persons employed with funds that include public housing financial assistance.
 - b. Section 3 business concern means
 - i. A business concern meeting at least one of the following criteria documented within the last six-month period:

Section 3 Clause (continued)

1. It is at least 51% owned and controlled by low- or very low-income persons; or
 2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 3. It is a business at least 51% owned and controlled by current public housing residents or resident who currently live in Section 8-assisted housing
- ii. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
 - iii. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.
- c. Section 3 worker means
- i. 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
 2. The work is employed by a Section 3 business concern.
 3. The worker is a YouthBuild participant.
 - ii. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
 - iii. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.
- d. Targeted Section 3 worker is defined at 75.21 for projects with SCDP funding or 75.29 for projects funded with SCDP and Public Housing Financial Assistance funding.
- i. Targeted Section 3 worker defined at 75.21 means a worker 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
 - a. Living within the service area or the neighborhood of the project, as defined in 75.5; or
 - b. A YouthBuild participant.
- E. The contractor/subcontractor will complete and/or collect the following Section 3 information and provide copies to the grant recipient and/or authorized project administrator:
- a. Section 3 and Women- or Minority-Owned Business Certification
 - b. Section 3 Worker and Target Section 3 Worker Self-Certification form (as applicable)
 - c. Section 3 Business Concern Certification for Contracting (as applicable)

Section 3 Clause (continued)

- F. The contractor/subcontractor will assist the grant recipient and/or authorized project administrator in meeting reporting requirements at 24 CFR 75.25 by providing the following:
 - a. The total number of labor hours worked of all workers; and
 - b. The total number of labor hours worked by Section 3 workers; and
 - c. The total number of labor hours worked by Targeted Section 3 workers.

- G. Pursuant to 24 CFR 75.27(b) recipients of Section 3 funding must require subrecipient, contractors, and subcontractors to meet the requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

- H. Recordkeeping and compliance requirements with the Section 3 Final Rule are found at 24 CFR 75.31 and 24 CFR 75.33, respectively.

EXHIBIT E

**CONFLICT OF INTEREST DISCLOSURE STATEMENT
FOR THE BROADBAND SERVICE PROVIDER**

This form gives the potential provider an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the provider's obligation to be familiar with the Office of Grants Management (OGM) Policy 08-01, Conflict of Interest Policy for Grant-Making, specifically the section relation to organizations conflict of interest.

All providers must complete and sign a conflict of interest disclosure form.

_____ I or my organization does *not* have an ACTUAL, POTENTIAL or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my organization discovers any conflicts of interest(s), I or my organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

_____ I or my organization have an ACTUAL, POTENTIAL or PERCEIVED conflict of interest as described below:

If at any time after submission of this form, I or my organization discovers any additional conflict of interest(s), I or my organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Name of Organization: _____

Dated: _____

By: _____
Its: