

Request for Proposals



City of Minneapolis
Intergovernmental Relations Department
Office of Grants and Special Projects

***2016 Housing Opportunities for
People Living with HIV/AIDS (HOPWA)***

RFP 2016-70 Issue Date: May 3, 2016

Proposals Due by: Thursday, May 26, 2016 at 4:00 p.m.



Intergovernmental Relations
350 S. Fifth St. - Room 301M
Minneapolis, MN 55415
TEL 612.673.3000

www.minneapolismn.gov

May 3, 2016

To whom it may concern:

Attached is a Request for Proposal for 2016 Housing Opportunities for Persons Living with HIV/AIDS (HOPWA) funding. An estimated \$1,023,443 is available to provide housing options for persons diagnosed with HIV/AIDS throughout the 13-county Eligible Metropolitan Statistical Area (EMSA). The EMSA includes 11 Minnesota counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright; and 2 Wisconsin counties: St. Croix and Pierce.

Please consider submitting a proposal to provide these services if your firm meets the qualifications. Please review the RFP for details. Eligible applicants include non-profit organizations or governmental housing agencies that can contract with the City of Minneapolis, in compliance with Federal regulations, and that have the capacity to carry out eligible activities serving the 13-county EMSA.

Proposals are due by May 26, 2016. Prospective responders may direct questions in writing only to:

Matt Bower, Manager Resource Coordination
Intergovernmental Relations Department—Office of Grants & Special Projects
City of Minneapolis
350 South Fifth Street, Rm 307M
Minneapolis, MN 55415
Email: Matthew.bower@minneapolismn.gov
Fax: 612-673-3250

Thank you for your consideration.

Sincerely,

Gene Ranieri, Director

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REQUEST FOR PROPOSALS

2016 Housing Opportunities for People Living with HIV/AIDS Grant Program

- I. **INVITATION:** The City of Minneapolis is soliciting proposals for its 2016 Housing Opportunities for Persons with HIV/AIDS (HOPWA) funding. Allocated from HUD to the City of Minneapolis, HOPWA funds provide housing options to persons with Acquired Immune Deficiency Syndrome (AIDS). Eligible applicants include non-profit organizations or governmental housing agencies that can contract with the City of Minneapolis, in compliance with Federal regulations and have capacity to carry out eligible activities serving the 13-county Eligible Metropolitan Statistical area (EMSA). The EMSA includes 11 Minnesota counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright; and 2 Wisconsin counties: St. Croix and Pierce.

The purpose of HOPWA funding is to help those with HIV/AIDS achieve and maintain housing stability, avoid homelessness, and improve access to HIV/AIDS treatment and related care through emphasis on permanent supportive housing. The Minnesota HIV Housing Coalition is the community planning and advisory group that assists with identifying the housing needs for persons living with HIV/AIDS in the EMSA served by the Minneapolis HOPWA grant. Based on its recommendation, renewals for existing programs, providing continuum of care strategies, are a HOPWA funding priority, and if appropriated funds exceed the amount necessary to continue those programs at comparable levels, funds should be made available for any HOPWA eligible activity.

For purposes of this 2016 RFP, \$1,023,443 is available as of June 1, 2016 to address the priorities identified and recommended by the Minnesota HIV Housing Coalition to provide housing and services options for persons living with HIV/AIDS. The City of Minneapolis reserves the right to increase or decrease the amount available through this RFP.

Applicants considered for 2016 HOPWA funding may be required to submit documents demonstrating capacity to implement HOPWA programming as of June 1, 2016. Organizations will be awarded HOPWA funds based on their application and demonstrated ability to comply with all Federal regulations associated with the funding, including 24 CFR part 574 (Code of Federal Regulations), for a 10-year compliance period. Other requirements include, but are not limited to City of Minneapolis Civil Rights ordinance Section 139.50, and Development ordinance Chapter 423 Small and Underutilized Business enterprise.

II. PROPOSAL DUE DATE and LOCATION: The Consultant shall submit **one (1) original and five (5) copies** of their proposal to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement
Request for Proposals for:
2016 HOPWA Funding
330 2nd Avenue South, Suite 552
Minneapolis, MN 55401

Additionally, the Consultant shall submit **one (1) electronic copy** of their proposal via email to: RFP.Responses@minneapolismn.gov.

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), May 26, 2016.**
NOTE: Late Proposals may not be accepted.

III. PROPOSAL FORMAT: See Attachment B for specific guidance and materials.

The Consultant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria have been satisfied as specified in Section IV.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT: Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Intergovernmental Relations Department and other City staff assistance as they might require. Evaluations will be based on the required criteria listed in Section III: “PROPOSAL FORMAT,” and the following:

- A. Quality, thoroughness, and clarity of proposal.
- B. Organization capacity, qualifications and experience of staff (includes a review of references).
- C. Programming/Site readiness (Applicable to capital projects. See Attachment B.III.5).
- D. How well the proposed Scope meets priorities of U.S. Department of Housing and Urban Development, MN HIV Housing Coalition, and City of Minneapolis.
- E. Financial responsibility and capacity of the applicant, including whether or not the applicant, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- F. Organization and management approach and involvement for a successful project.
- G. Small & Underutilized Business participation, as applicable.
- H. Cost of services proposed.
- I. Insurance coverage as appropriate and defined for the services.

V. **SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	<i>May 3, 2016</i>
Written Questions on RFP Due by	<i>May 13, 2016</i>
Responses to Questions Posted by	<i>May 18, 2016</i>
Proposals Due by	<i>4:00 PM on May 26, 2016</i>
Estimated Consultant Selection	<i>July 1, 2016</i>
Estimated Contract Execution	<i>July 2016</i>
Estimated Services Start Date	<i>July 1, 2016</i>
Estimated Services End Date	<i>May 31, 2019</i>

VI. **CONTRACT:** The contracting parties will be the City of Minneapolis and the Consultant or Consultants selected to provide the services as described herein. The selected proposal(s), along with the RFP and any counter proposal, will be incorporated into a formal agreement of a term not exceeding three years after negotiations.

VII. **DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions ***in writing only*** to:

Contract Manager: Matt Bower, Manager Resource Coordination
Intergovernmental Relations Department
City of Minneapolis
350 South Fifth Street, Rm 307M
Minneapolis, MN 55415
Matthew.bower@minneapolismn.gov

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

If you need application materials in an alternative format, please notify the department by fax (612) 673-3250 or email at matthew.bower@minneapolismn.gov. Deaf and hard-of-hearing persons may use a relay service to call 311 agents at (612) 673-3000. TTY users may call (612) 673-2157 or (612) 673-2626.

Please allow a reasonable amount of time for special needs accommodation.

All questions are due no later than **4:00 pm (Minneapolis Time) on May 13, 2016**. Responses to the Questions will be posted by **May 18, 2016** on City's RFP website at: <http://www.minneapolismn.gov/finance/procurement/rfp>

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject any Consultant on the basis of the proposals submitted. The City reserves the right to reject all proposals or any Consultant on the basis of the proposal submitted.

IX. ADDENDA TO THE RFP: If any addenda are issued for this RFP, they will be posted on the City of Minneapolis web site at: <http://www.minneapolismn.gov/finance/procurement/rfp>. The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

RFP Terms & Conditions

A. General Conditions for Request For Proposals (RFP) (Revised: 12/2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2. Equal Opportunity Statement

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the Consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance,

primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Consultant will assume full liability of the subcontractors.

The Consultant and its subcontractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.

4. Hold Harmless

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the sub-contractors and sub-consultants of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the section titled Data Practices, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and

shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or subcontractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to

penalties for non-compliance as though they were a “governmental entity.” The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant’s unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Consultant(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

14. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the “[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)” (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City’s Code of Ordinances (the “Ordinance”). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance’s requirement that the Consultant and its subcontractors pay their employees a “living wage” as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City's [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

19. Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay Consultant all compensation earned to the date of termination. If

the termination shall be for breach of this Contract by Consultant, the City shall pay Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual

property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:
http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf

It is the Consultant's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

25. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit

and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

26. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

27. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under "Subcontracting" in the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

B. Special Conditions for Federal and State Grant Funded Contracts (Revised: 12/2015)

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available. By entering into this Contract with the City, the consultant agrees to be bound by any and all requirements and obligations established by the Federal or State

governmental entity that provided funds to the City which were used to pay for the Consultant's services.

A. Conduct:

Prohibited Activity - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

Religious Organization - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

B. Materials Produced by Contractor:

Grantor Recognition - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Progress - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (Minnesota Statutes, Sections 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

Infringement - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

II. Administrative Restrictions

- A. **Fees.** The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.
- B. **Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

III. General Federal and State Requirements

- A. **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. **Hatch Act** (5 U.S.C Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. **Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. **Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. **The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. **The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. **Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.

H. Title VI The Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.

I. Drug Free Workplace Act of 1988 (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.

J. Regulations – The Contractor agrees to comply with the requirements, as applicable, of:

- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
- Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
- Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
- Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
- Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
- 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
- 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
- 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
- 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
- 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
- 2 C.F.R. Part 200 “Uniform Grant Guidance” (Applicable to all direct federal awards made after December 26, 2014 and supersedes OMB administrative, cost and audit rules in the OMB circulars listed below).

K. Cost Certification. Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

- L. Non-procurement Debarment and Suspension.** The Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

- M. Equal Employment Opportunity.** The Contractor agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41 C.F.R. Chapter 60: “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as amended, (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for

such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

1) Air and Water: The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.) as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58) as amended.

2) Lead-Based Paint:

(a) Residential Structures - The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.

(b) Commercial and Public Structures – The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

D. Historic Preservation

The Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.) as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c-1) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this contract.

E. Progress Payments and Retainage

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

V. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

(31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsr.gov for details).

VI. Certification Regarding Lobbying

Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

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

- 1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL

GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

- 2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____

BY: _____

TITLE: _____

FOR: _____

(Organization)

ATTACHMENT B

SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Consultant. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

Application Index

- I. General Program Funding Information**
- II. Applicant Cover-Page**
- III. Application and Narratives Required for All Proposals (evaluation criteria)**

Contract requirements may include, but are not limited to the following items:

- a. Certificate of Compliance with Affirmative Action Plan**
- b. Supportive Services Sources & Uses Budget**
- c. Certificate of Consistency with Continuum of Care plan**
- d. Memorandum of Understanding**
- e. Comprehensive Annual Financial Report & Findings (no significant findings)**
- f. Copy of most recent Monthly Performance Report**

I. General Program Funding Information

City of Minneapolis

2016 Housing Opportunities for Persons with HIV/AIDS Program

Program Description:

HOPWA is a federally funded program that was established by HUD to address specific housing and service needs of persons living with HIV/AIDS. HOPWA makes grants to local communities for projects that benefit low-income persons medically diagnosed with HIV/AIDS and their families. For more HOPWA information, refer to the website <http://www.hud.gov/offices/cpd/aidshousing/>

Location: Minneapolis, as the most populous city in Eligible Metropolitan Statistical Area (EMSA), is the HOPWA grantee for the EMSA. It is required to coordinate with other units of local government located within the EMSA to address needs within the area. Program funding is limited to the 13 county EMSA, which includes 11 Minnesota Counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright, and 2 Wisconsin counties: St. Croix and Pierce

Consolidated Plan: HUD awards HOPWA formula grants to the City of Minneapolis upon submission and approval of its Consolidated Plan which describes the assistance to be provided. Federal formula allocations are based on the EMSA's population and proportionate number of cases of persons with AIDS.

The Minnesota HIV Housing Coalition (the Coalition) is the community planning and advisory group that assists with identifying the housing needs for persons living with HIV/AIDS in the EMSA served by the Minneapolis HOPWA grant. Participation and/or Membership of the Coalition are open to all interested parties. Current participation/membership includes public and non-profit entities, including local U.S. HUD, City of Minneapolis, Hennepin County, Metropolitan Council, Salvation Army, MN Housing, St. Paul YWCA, MN AIDS Project, and Clare Housing.

Project sponsors: Any non-profit organization or governmental housing agency that receives HOPWA funds under a contract with the grantee to carry out eligible activities.

Special Duties: Project sponsors shall maintain membership in the Minnesota HIV Housing Coalition (the Coalition), attend all meetings, and supply feedback to the Coalition on the progress of the programs funded under the HOPWA program as needed. Project sponsors shall attend all trainings recommended by the Grantee and HUD.

Amount of Program

Funds Available:	2016: \$1,023,443 2015: \$1,008,113, 2014: \$1,009,722; 2013: \$942,646; 2012: \$988,899; 2011: \$976,389; 2010: \$948,049; 2009: \$876,451; 2008: \$846,810; 2007: \$808,010; 2006: \$804,130; 2005: \$773,090; 2004: \$813,830
Evaluation Process:	Funding will be awarded to applicants that respond to this RFP based on the evaluation and recommendations of a panel comprised of City of Minneapolis staff, according to the funding priorities identified in this RFP.
Other HOPWA Funds:	HOPWA funds awarded from HUD to the State of Minnesota are available through the Minnesota Housing Finance Agency (MHFA): approximately \$143,570 was awarded in 2015 for programs that served Minnesota areas outside the EMSA.
Government Regulations:	HOPWA program sponsors must comply with regulation 24 CFR part 574 (Code of Federal Regulations), and the City of Minneapolis contracting requirements, including City of Minneapolis Civil Rights ordinance Section 139.50, and Small and Underutilized Business Enterprise ordinance Chapter 423. The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.
Eligible Uses:	A combination of housing and supportive services for eligible persons and families
Eligible Activities:	Housing information, resource identification/technical assistance, acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services, new construction – for single room occupancy (SRO) and community residences only – project or tenant-based rental assistance (TBRA); short-term rent, mortgage, and utility payments (STRMU); supportive services and administration.

Program Administration: City of Minneapolis is the overall HOPWA administrator who manages and monitors the HOPWA grant programs implemented through program sponsors (Sub-recipients and Sponsors), in order to continually ensure that these grant funds are effectively made available throughout the EMSA.

Eligible Person/Beneficiary: A person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, which has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. Section 12902), and the person's family.

Funding Priorities: Renewal of existing programs, providing continuum of care strategies, are a HOPWA funding priority. If appropriated funds exceed the amount necessary to continue those programs at comparable levels funds should be made available for any HOPWA eligible activity.

Funding for operating capacity and services deemed by the City of Minneapolis to be duplicative to existing programming priorities are not consistent with the long-term tenant-based continuum of housing assistance currently established as a priority both locally and nationally.

The following elements will be given preference in HOPWA-eligible application proposals, in addition to the Common Selection Standards and Funding Priorities considered. **Priority in funding will be given to renewals for ongoing programs:**

Priority Populations: Proposals targeting priority populations across the EMSA for HOPWA funding will receive a selection preference, including:

- households with children;
- individuals whose rental histories, pre-existing conditions, and other life circumstances increase the difficulty of accessing subsidized and fair market housing, which includes people with mental illness, chemical dependency, and those with backgrounds that include past

evictions and prison records; people from communities of color;

- adolescents and young adults between 13 and 24 years of age;
- households whose income does not exceed 50% of the area median income as determined by HUD;
- households who are homeless or at risk of homelessness, which includes, but is not limited to, households that pay more than 50% of their monthly income toward rent;
- those who have applied for all public assistance programs for which they are eligible

Housing Subsidies:

The extent to which the proposal provides increased housing stock through housing development, and utilization of housing subsidies by:

- Providing outreach to and cultivating relationships with landlords
- Providing seamless movement from transitional into permanent housing
- Creating affordable housing units, where rent is no more than 30% of adjusted income,
- Expansion of specialized housing stock with more units dedicated to special needs populations
- Creating mixed use, high tolerance and harm reduction models of housing including SROs, apartments and family housing
- Including assisted living programs, including adult foster care, and proposals from adult foster care providers that address recent changes in the HIV health spectrum
- Outreach to non-profit developers as well as other housing players (i.e., government agencies, for-profit developers, etc.) to leverage additional funds for new projects.

Intensive Housing Intervention:

The extent to which the proposal provides intensive housing intervention, including:

- programs emphasizing advocacy
- programs prepared to assist clients through the housing search process, with staff/case managers training in such areas as skill building and discrimination issues
- proposals for an advocate to assist all HIV service agencies
- short-term rental assistance subsidy programs that include one-to-one interaction between staff and clients to improve client's capacity for greater self-sufficiency.

Emergency Housing Assistance:

The extent to which the proposal provides emergency housing assistance, such as:

- emergency programs modeled on existing emergency funds, or proposals from agencies experienced in the administration of emergency housing funds
- Programs that emphasize "essential" services and limit "non-essential" services, such as past due long distance telephone bills
- Proposals for short-term housing/emergency housing units

Ineligible Activities, include, but are not limited to the following:

1. Political activities, lobbying, political advocacy.
2. HOPWA funding may not be used for religious activities. Assistance may be provided by a service provider (project sponsor) that is a primarily religious organization if the primarily religious organization agrees to provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
 - a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
 - b. It will not discriminate against any person applying for any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion.
 - c. It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this part.

Notes:

- Appropriate supportive services must be provided by qualified service providers
- Rental Assistance: Persons receiving rental assistance or residing in rental housing, must have a household income that does not exceed 80% of the area median income as determined by HUD, must pay 30% of the family monthly gross income after adjustments, except those in short stay supported housing. Rents must be reasonable in relation to comparative rents.
- No fee, except rent, will be charged of any eligible person for any housing or services.
- Computer/Furniture, etc.: Applicants requesting funding for miscellaneous items (i.e. furniture, computers, etc.) will not be funded during the HOPWA funding cycle.
- Applicants for HOPWA capital funding should note that units funded through the HOPWA program must be maintained as a facility for occupancy by persons living with HIV/AIDS for a period of not less than 10 years (and for at least 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure).
- Reporting requirements: All HOPWA-funded program sponsors must complete the HUD Consolidated Annual Performance and Evaluation Report (CAPER) and provide complete annual information on the use of program and other funds. This data is used to obtain essential information on grant activities, units of housing, and beneficiaries (including racial/ethnicity, income and other HUD-required demographic data).

Other Resources:

HOPWA Program HUD Website: <http://www.hud.gov/offices/cpd/aidshousing/>

II. Applicant Cover-Page (available in "word.doc" format posted with RFP on the City website)

2016 HOPWA Funding

Name of Proposal:

Service Provider Location:

Address:

Contact Person, Title

Telephone Number:

Email Address:

Please provide the following information:

a. A brief organizational history and mission statement.

b. Your agency's structure (officers and board), the number of persons employed, key personnel's length of time in position.

c. Your agency's service area, the populations served, and the annual number of unduplicated clients served.

d. Sites and locations where your agency provides services (if different from above).

e. How does the service model for the proposed development fit with your agency's mission?

III. Application and Narratives Required for All Proposals

City of Minneapolis 2016 HOPWA Funding

1. All applicants must complete the following Minnesota Multifamily Rental Housing Common Application Multifamily Workbook (version 3/9/16), completing and submitting all blue tabbed worksheets including the Summary Page:
<http://tinyurl.com/hyircqn>
NOTE: For non-capital programs only complete Multifamily Workbook blue tabbed Funding Request and Project Description along with submitting the Summary Page.
2. Describe the extent to which the proposed housing concept is consistent with the purpose and mission of the applicant.
3. Describe the need for this proposed type of housing for persons with HIV/AIDS and how the project's goals and objectives meet this need.
4. Targeted Populations: The description provided here must match the Target Household information identified on the Project Description tab of the Minnesota Multifamily Rental Housing Multifamily Workbook (version 3/19/16).
 - Provide a precise description of the targeted population(s) (including "Underserved Populations," "Special Populations," and/or "households experiencing long-term homelessness," that will be served, including anticipated income levels and affordability of the units to the targeted population.
5. Provide a description of the site, site readiness (e.g. zoning codes, official controls, funding availability), date of site readiness (must be verified prior to funding application approval), and surrounding land uses. *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
6. Describe how the site and design of the proposed housing is suitable for the housing needs of the proposed tenant population. Explain and justify any particular design features that result in higher construction costs. *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*

7. If the proposal includes any common, commercial, administrative, program or community space(s) in the development, describe the use of the space and approximate square footage. Include information and details on how these spaces will be leased, managed and funded (both construction funding and cost of operation). *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
8. Describe the status of neighborhood and community support including any required approvals, and the status of these approvals. *Not applicable to tenant based rent subsidies, and scored separately based on capital funding priorities.*
9. Provide a description of the proposed use of requested funds.

SUPPORTIVE HOUSING NARRATIVES

The following narratives must be completed for all HOPWA proposals, which may include service enriched housing for persons with HIV/AIDS, safe havens emergency shelters, transitional housing, permanent rental housing with support services, housing targeting households experiencing long-term homelessness, populations at risk of homelessness, disabled households, youth, frail elderly, and/or other special populations. If there are items that do not apply, note accordingly.

Supportive housing provides affordable housing for persons across the EMSA who may have been previously homeless with management and service coordination that can help the household obtain services or tenancy supports necessary to maintain the household's housing stability.

Studies of supportive housing nationwide and in Minnesota show a better use of housing and service resources that result in improved outcomes for individuals, youth, and families with children without substantially increasing costs.

The purpose of the supportive housing narratives and the related application forms and submittals is to:

- *Describe the tenancy and support service necessary to assist the households to remain in permanent housing;*
- *Portray the degree to which the feasibility of the management and operation of the proposed housing are enhanced by the plan for services; and*
- *Demonstrate the feasibility of the services plan.*

- A. Market analysis to support the proposed number of units.

- Provide the market analysis data to support the proposed housing development and population targeted. Possible sources for this information are the local Continuum of Care, the Department of Human Services, Office of Economic Opportunity's Quarterly Shelter Report, or county human services directors or vacancy rates of similar supportive housing developments.

B. Referral Sources for the Housing:

1. Explain how the development will recruit and select eligible tenants for the housing. For example, if the applicant is proposing to serve persons experiencing long-term homelessness, how will eligibility be determined?
2. List the referral sources and their locations to the proposed development that will be used to assist in recruiting tenants. For example: if the applicant is proposing to serve persons experiencing long-term homelessness will they utilize shelters and/or street outreach workers as a primary referral service?
3. Describe how screening and needs assessments will be handled for persons referred to the development. Are there any reasons why a prospective applicant would be turned down for housing? If so, list the reasons.

C. Services Plan Implementation: Describe how services will be made available or provided to assist tenants in maintaining their housing.

1. Provide a description of outreach and engagement activities.
2. Describe specifically the services that will be offered and who will provide the services respectively, (i.e., Sponsor, Primary Service Provider, collaborating provider, referral).
3. What is the timeline for service implementation?
4. How will case management services be provided? Who will provide case management services and are there any restrictions to receive case management services? (Please refer to the Minnesota HOPWA Resource Guide for the Minnesota Interagency Task Force on Homelessness definition in case management.)
5. How will residents access services?
6. Is participation in services and/or sobriety required for occupancy? Proposals are encouraged which allow voluntary participation in supportive services and which provide services focused on helping residents retain their housing.
7. Will specific programming and services be available for children's needs?
8. Describe follow-up timelines, frequency and availability of services after resident completes program or moves.
9. Describe any additional occupancy requirements.
10. Will residents sign a lease with the owner of the housing?

11. What is the initial lease term?
12. What person and agency is responsible for implementation and coordination of the supportive service plan?
13. Describe what and how participant outcomes will be measured.
14. Describe the number of employee full time equivalent (FTE) staffing positions and responsibilities directly related to the development. Will additional staff be needed to ensure that services will be available at the time the assisted units will be occupied?
15. Describe the experience, certifications or qualifications required for the staff providing services to residents of the development.
16. Describe location of services and available hours of services. If services provided on site, include the amount of square footage of the service space. Will the service space be utilized for other uses?
17. Is the proposed housing and services regulated by the State of Minnesota Department of Health or by the State of Minnesota Department of Human Services? If yes, have approvals been obtained?

D. Services Budget

1. Please itemize how Supportive Services will be funded:
 - i. Identify secured sources of funding for supportive services
 - ii. Detail the status of pending applications for supportive services not yet funded.
 - iii. Provide any other information necessary to identify current funding status for supportive services.
2. How will supportive service programs be sustained over the long-term? Note: Application packet should include letter from the county human services division commenting on the eligibility of the target populations for county services. Proposals utilizing GRH funds should also submit the Group Residential Housing Verification.

E. Memorandum of Understanding (MOU) & Occupancy Requirements

1. The primary service provider, property/management agent and owner/sponsor need to develop a Memorandum of Understanding (MOU) that must be submitted with the application. The development of an MOU will allow the owner, service provider and management agent to reach a mutual understanding of the goals for the housing, roles and responsibilities, and scope of services to be provided.