REQUEST FOR PRICING

ANSWERING SERVICES AFTER HOURS

FOR

Olmsted County
Housing and Redevelopment Authority

Proposals Due December 23, 2016

Contact:
Michele Merxbauer
Housing Program Manager
Office: 507-328-7151
E-Mail: Merxbauer.michele@co.olmsted.mn.us
INVITATION

REQUEST FOR PRICING (RFP)

For Answering Services for After Hours Maintenance Calls
Olmsted County Housing and Redevelopment Authority, Rochester MN

Qualified contractors are invited to submit a PRICE PROPOSAL for the above noted services. The contract will be awarded to the qualified contractor with the low price proposal.

Proposal Due: December 23, 2016 before 4:00 PM (CDT)
Bid Packages: Available on/after December 7, 2016
Contract Start Date: January 9, 2017
Contract Completion: December 31, 2018

Brief description of the work- answer and address calls from residents for maintenance emergencies.

This is a competitive proposal process. Proposals cannot be faxed. Proposals must be emailed, dropped off or mailed to:

Olmsted County HRA
Attn: Michele Merxbauer
2117 Campus Drive SE
Rochester, MN 55904

Merxbauer.michele@co.olmsted.mn.us

For uniformity, please submit your proposal on the Proposal Form included in this Project Manual. All costs and alternates must be filled in; incomplete proposals will be rejected. All price proposals must be signed. A complete response to this RFP will be a completed Proposal Form and Collusion Form.

The HRA will take action on the quotes at the Olmsted County HRA meeting on January 3, 2017. All contracts will be in effect January 9, 2017.

The HRA pays the MN state tax of 6.875%.

Contractors or subcontractors that violate the labor standards provisions may face administrative sanction by HUD and/or DOL, and may be subject to civil or criminal prosecution.

CONTRACTOR REQUIREMENTS:

The Contractor must have full knowledge of the services to be provided (as determined by the HRA). The Contractor must have a satisfactory credit standing, must have no delinquent tax liability, and must have the financial capability to perform under a contract for this project including the purchase of materials for the project. The Contractor must provide financial statements and credit references upon request. The Contractor must not be in default on any contracts, must be in compliance with all tax laws of the State of Minnesota, must not be debarred by any institution or government agency as a result of performance of past contracts and must not be in violations of any provisions of any existing contracts with the HRA.

The Contractor must not have been convicted of any criminal offense related to obtaining or attempting to obtain any public or private contract, or subcontract. The Contractor must not have been convicted, under any jurisdiction of law, for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or
any other offense that, in the opinion of the HRA, is related to business integrity, honesty or performance under contract.

The Contractor must, if so requested by the HRA, submit evidence of ability to obtain the required insurance and evidence of compliance with the above requirements within (72) hours of the request.

The Contractor agrees to provide any information requested by the HRA both before and during performance under a contract that the HRA feels is required to verify the Contractor's compliance with the conditions of the price proposal, the requirements of the Project Manual or the conditions of the Contract.

All HRA properties are tobacco free work zones.

**THE OLMSTED COUNTY HOUSING AND REDEVELOPMENT AUTHORITY:**

The HRA reserves the right to reject any/all price proposals received, and to waive any informalities and irregularities in this price proposal request.

The HRA reserves the right to reject any contractor that, in the opinion of the HRA, does not meet the listed requirements or is not a responsible or qualified contractor, or does not otherwise have the capability to perform under a contract.

Information supplied to the HRA is subject to the Minnesota Data Privacy Act (MN stat 13.01 et seq) and shall become public unless it falls within one of the exemptions of the Act and is identified as such by the Contractor. The HRA assumes no responsibility to defend any action by a third party seeking to access material deemed to not be public information. The HRA will release any information to comply with a court order. The HRA assumes no responsibility for any damages claimed by a Contractor as a result of release of information provided by the Contractor to the HRA. Subsequently, all rules and regulations set forth in said Act, particularly those rules and regulations which address information about persons receiving assistance from the HRA and/or the location of HRA assisted housing, shall be complied with by the Contractor.

**Payment requests:**
The HRA processes payment requests within (35) days on receipt. Payment requests must be submitted to the HRA within (30) days of the work completion. Payment requests must have all properly completed paperwork accompanying the request to be processed. The payments are to be sent out via USPS, and cannot be picked up.

**Change orders:**
All change order requests must have the signed (signed by both the contractor and HRA representative) change order paperwork prior to work taking place. Requests for change orders will not be allowed without the proper paperwork.

See the other sections of this RFP for further information and requirements.

Respectfully,

Michele Merxbauer
Housing Program Manager
Office: 507-328-7151
Email: Merxbauer.michele@co.olmsted.mn.us
Scope of Services – Answering Services

Three Multi-Unit Complexes and 40 Single Family Units

The HRA owns three multi-unit complexes and 40 single family home units throughout Rochester, for a total of 140 units. Extermination services are required at each property. Employees working under this contract shall not be paid wages less than the amounts shown on the attached Maintenance Wage Rate Decision.

I. Contract Period
   a. January 9, 2017 – December 31, 2018

II. Location of Services
   a. See Property Listing attachment

III. Scope of Work – Property Requirements
   a. Work Load
      The Olmsted County HRA is a public agency responsible for managing and maintaining about 140 rental units in the City of Rochester, MN. The HRA currently receives about 30 calls per month to the answering service after hours about maintenance related purposes. Types of calls received are not limited to, but usually involve, matters pertaining to plumbing – either inoperable toilets, no hot water, or no heat.
   b. Vendor shall provide the following services:
      i. Provide answering services during the following times:

          | MON-FRI                  | SAT-SUN                   | HOLIDAY                  |
          |-------------------------|---------------------------|-------------------------|
          | 12:00AM – 8:00AM        | 12:00AM – 12:00PM         | 12:00AM – 12:00PM       |
          | 5:00PM – 11:59PM        | 12:00AM – 12:00PM         | Exception – Christmas Eve – see below. |


      Note: Calls during regular office hours will be handled by HRA staff.

      ii. The Vendor must be able to handle at least two HRA calls simultaneously under normal circumstances.

      iii. Vendor shall uphold the same level of professional customer service as HRA staff provides. The following service levels shall be met:

          • Average answer time per calendar month no greater than 75 seconds.
          • 97% of calls per calendar month placed “on hold” for less than 40 seconds.

      iv. Vendor will answer call by saying “This is the Olmsted County HRA After Hours Maintenance Line – how may we help you?”

      v. Vendor shall follow scripts as provided by HRA, which may change on an as needed basis, but usually not more often than twice a year.

      vi. Vendor shall only provide customer with information supplied by HRA. Vendor shall follow the script provided.

      vii. The Vendor will diagnose the problem to the best of their ability and will respond accordingly.

          • This includes determining if the situation is an either an emergency – response is needed immediately (no heat) or non-emergency - a matter that can wait until the next work day (a toilet is inoperable, unit has two toilets, matter can wait until next work day so HRA maintenance can respond).
• For matters needing immediate attention, this usually means the Vendor calling the appropriate HRA contractor, and if no answer – leaving a message. This usually involves the plumber for matters pertaining to plumbing and heating (most of the calls), and the electrician for electrical matters, and a private management company for all other matters. The Vendor will provide the location, resident name, phone number and reason for the call to the contractor.

viii. Vendor shall have the ability to understand callers that may have limited ability to speak English.

ix. The following information must be recorded from each call: customer name, phone number where they can be reached, address of the emergency, what the emergency is, time of call, length of call, and time HRA contact that was called. This information must be supplied to HRA the next business day in a Microsoft Excel spreadsheet approved by HRA.

x. Vendor is required to attend training with HRA staff if/when requested by the HRA to learn more about the agency and/or process. This can be done via phone.

xi. Vendor shall provide a monthly report to HRA detailing the following:

• Total number of calls received,
• Average number of calls per day,
• Busiest call day,
• Slowest call day,
• Average length of call,
• % of calls answered within 5 minutes,
• Number of calls that were recorded and not answered,
• Average number of minutes to return these calls.

xii. Vendor Qualifications

• Vendor must have provided similar answering services for at least the previous 12 consecutive months.
• Vendor must have demonstrated Customer Service training protocol for its employees.
• Vendor staff must be at least 18 years of age.
• Vendor staff must have the ability to understand, speak, read and write English fluently
• Vendor ensures the call center is accessible to people with disabilities, and individuals with Limited English Proficiency (LEP) (Primarily Somali).
• Vendor must have at least 10 incoming phone lines and at least 10 outgoing phone lines.
• Vendor must have at least 5 employees available 24 hours a day 365 days a year.
• Vendor must be able to direct calls to a backup location in case of an emergency at your/vendor’s location.

c. Quote. The prices quoted on the quote should include all cost associated with providing the above services. No additional charges shall be incurred.

d. Evaluation Criteria. The evaluation of the proposals will be based on the items listed above in Section 7 as well as compliance to applicable laws and regulations and overall clarity and completeness of response to the proposal.

e. Terms and Conditions

• Submission of a proposal indicates acceptance by the agency of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the agency selected.
• The Authority reserves the right without prejudice to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.
• All proposals received become the property of the Authority and information included
therein or attached thereto, shall become public record upon their delivery to the Authority. Any information deemed by the bidding agency to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.

- Any and all costs associated with the preparation of a response to this request are the responsibility of the proposer, and are not to be passed on to the Authority.
I. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and nothing in this Contract shall be construed to create the relationship of agents, partners, joint ventures, associates, or employer and employee between the HRA and Contractor.

II. **TIMELINESS.** Time is of the essence in this Contract. Cleaning services will be expected within the 15 day allocation. The failure of either party to perform its obligations in a timely manner may be considered by the other party as a material breach of the agreement.

III. **FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authorities, and natural disasters.

IV. **LICENSES.** At its own expense, Contractor shall procure all licenses, permits or other rights required for the provision of services contemplated by this Contract. Contractor shall inform the HRA of any changes in the above within five (5) days of occurrence.

V. **INDEMNIFICATION.** Any and all claims that arise or may arise against Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the HRA. Contractor shall indemnify, hold harmless and defend the HRA, its elected officials and commissioners, officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorney's fees which the HRA, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

VI. **ASSIGNMENT/SUBCONTRACTING.** The Contractor shall not assign or subcontract this Contract without prior written consent of the HRA, in which case Contractor is responsible for the performance of its subcontractors or assignees. Contractor shall follow the requirements of Minn. Stat. § 471.425 (payments to subcontractors), shall require the subcontractor to provide proof of the below-described insurance to the HRA prior to beginning work under this Agreement and shall require the subcontractor to agree in writing to defend, hold harmless and indemnify the HRA from any and all liability arising out of the subcontractor's performance of its duties.

VII. **INSURANCE TERMS.** The Contractor shall purchase, provide and maintain, at its own expense, such insurance and bonds indicated below:

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<tr>
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<th>Insurance Type</th>
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<tbody>
<tr>
<td>X</td>
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<tr>
<td></td>
<td>Umbrella Excess Liability</td>
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<td></td>
<td>Professional Liability</td>
</tr>
<tr>
<td>X</td>
<td>Workers Compensation and Employers Liability</td>
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Other Insurance

Proof of such insurance shall be furnished to Olmsted County HRA prior to the commencement of any work and shall be maintained throughout the life of this contract and shall be evidenced by the carriers certificates, filed with the HRA.

The Contractor shall supply the County with a list of subcontractors and shall verify and take responsibility for the subcontractor’s proof of insurance.

**Insurance shall be in force the first day of the Contract.**
GENERAL CONDITIONS (continued)

Insurance shall not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to Olmsted County HRA.

It is agreed that any insurance maintained by the HRA or the County will not contribute with insurance provided by this policy.

The Contractor shall not commence work until the Contractor has obtained required insurance and Contractor where labor and material is involved, filed an acceptable certificate of insurance with the HRA. All insurance policies shall be open to inspection by the HRA, and copies of policies shall be submitted to the HRA upon written request. The HRA shall be added as an additional insured. The insurance certificate shall specify “Olmsted County HRA” and the contract name and number.

COMMERCIAL GENERAL LIABILITY
A single or combined limit occurrence based general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:
- $1,000,000 per occurrence
- $2,000,000 aggregate

AUTOMOBILE LIABILITY
A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this contract, which shall include the following coverages at a minimum:
- $1,500,000 per occurrence

UMBRELLA
- $1,000,000 each occurrence/aggregate*
*(may require higher limit for certain jobs)

WORKER’S COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE
Contractor shall procure and maintain a policy that at least meets Minnesota statutory minimum and is covered for work in Minnesota or certification of excluded employment from workers’ compensation requirements.

Contractor shall pay all retentions and deductibles under such policies of insurance. If Contractor does not have existing coverage(s) or has coverage(s) in limits less than that set out above, Contractor must obtain from the HRA, prior to or concurrent with the execution of this Contract, a waiver of the coverage(s) or agreement to lower coverage limits from the HRA.

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.

VIII. RECORDS/AUDITS. Contractor’s bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the HRA and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

IX. DATA PRIVACY. For purposes of this Contract all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy. Contractor must comply with those requirements as if it were a governmental entity, particularly those rules and regulations which address information about persons
receiving assistance from the HRA and/or the location of HRA assisted housing. The Contractor will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements.

Contractor acknowledges that the HRA in connection with Contractor's performance of this Agreement may transmit certain private or Confidential Information, as defined in the Minnesota Data Practices Act, to Contractor. Contractor agrees to implement such procedures as are necessary to assure protection of the private and Confidential Information.

X. **COMPLIANCE WITH LAWS/STANDARDS.** Contractor shall abide by all Federal, State and local laws; statutes, ordinances, rules and regulations pertaining to this Contract and this Contract shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All legal proceedings related to this Contract shall be venued in the District Court in the County of Olmsted, State of Minnesota.

XI. **NON-DISCRIMINATION.** Contractor agrees that, in the hiring of all labor for the performance of any work under this Contract, it will not, by reason of race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, familial status, public assistance status, or local human rights commission activity discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. Contractor agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

XII. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** By signing this Contract the Contractor is certifying that the federal government or the Minnesota Commissioner of Administration has not suspended or debarred the Contractor or its Principals and Employees, based upon Federal Regulation 45 CFR 92.35 and Minn. Stat. § 16C.03, sub. 2 respectively. Contractors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
**GENERAL CONDITIONS (continued)**

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).*

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg/oig/](http://www.dhhs.gov/progorg/oig/).

XIII. **EXPRESS WARRANTIES.** Contractor expressly warrants that all goods and services and workmanship provided under this Agreement shall conform to the HRA's specifications as described in this Agreement. Contractor shall replace any non-conforming goods and services and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or services resulting from the non-conforming goods or services, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by HRA of the goods or services. Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the Contractor’s final work product by the HRA shall constitute an acceptance of work not done in accordance with the contract documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The HRA will give notice of observed defects with reasonable promptness.

XIV. **TERMINATION WITHOUT CAUSE.** The HRA upon thirty (30) days written notice to the Contractor may terminate this Contract without cause.

XV. **DELIVERY OF NOTICE/EFFECTIVE DATE.** Notice of termination shall be made by certified mail or personal delivery to the authorized agent of the other party. Notice is deemed effective within seven days after it has been mailed or physically delivered to the place of business.

a. **DUTIES OF CONTRACTOR UPON TERMINATION WITH CAUSE OR WITHOUT CAUSE.** Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:
   1. Discontinue provision of services under this Contract on the date and to the extent specified in the Notice of Termination;
   2. Immediately notify all clients who are receiving services pursuant to this Contract;
   3. Cancel all orders and subcontracts to the extent that they relate to the performance of services cancelled by the Notice of Termination;
   4. Complete performance of any services which have not have been cancelled by the Notice of Termination;
   5. Return all HRA property in the Contractor’s possession to the HRA within seven (7) days to the extent that it relates to the performance of services cancelled by the Notice of Termination;
   6. Submit an invoice for the performance of services prior to the effective date of termination within thirty (30) days of said date;
   7. Maintain all records relating to the performance of the Contract as may be required by the HRA or State law.

b. **DUTIES OF HRA UPON TERMINATION OF THE CONTRACT FOR CAUSE OR WITHOUT CAUSE.** Upon delivery of the Notice of Termination, and except as otherwise provided, the HRA:
   1. Shall make within 35 days of its receipt of Contractor's invoice referenced in Section 6 above, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract;
   2. Shall not be liable for any services provided after notice of termination, except as stated above or as authorized by the HRA in writing.
GENERAL CONDITIONS (continued)

c. **EFFECT OF TERMINATION FOR CAUSE OR WITHOUT CAUSE.** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

XVI. **TERMINATION BY HRA - LACK OF FUNDING.** Notwithstanding any provision of this Contract to the contrary, the HRA may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the HRA to Contractor by email is sufficient notice under the terms of this Contract. The HRA is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The HRA will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

XVII. **DAMAGES FOR BREACH/SET-OFF.** Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor, the HRA may withhold final payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined.

XVIII. **MODIFICATIONS.** Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

XIX. **WAGE WITHHOLDING TAX.** Pursuant to Minn. Stat. §270C.66, The HRA shall make final payment to Contractor only upon satisfactory showing that contractor and any subcontractors have complied with the provisions of Minn. Stat. §290.92 with respect to withholding taxes, penalties, or interest arising from this contract. A certificate by the commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") shall satisfy this requirement with respect to the contractor or subcontractor. Form IC-134 Form and Instructions are found at [http://www.taxes.state.mn.us/forms/icl34.pdf](http://www.taxes.state.mn.us/forms/icl34.pdf).

XX. **PAYMENT.** Payment shall be made according to monthly Billings. All invoices submitted for payment will be processed within 35 days, as long as all necessary documentation is provided. Invoices shall list unit address, and shall provide a cost breakdown of square footage and any additional labor or material charges. Invoices must be submitted within 30 days of work completed, per project and per unit.

XXI. **CHANGES IN THE WORK.** Costs related to a change shall be direct costs (costs of products, etc). All indirect costs (administrative fees, overhead, etc) shall be included in the contractor’s overhead. Overhead (including general conditions) and profit related to a change shall be limited to 10% of the net cost of work by the contractor and 10% of the cost of work by sub-contractors. Sub-contractors markup is similarly limited. Contractor and subcontractor shall provide itemized substantiating data to permit evaluation of costs.
Section 3 Requirements

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

2. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and qualifications for each; the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.

3. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

4. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

5. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

6. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians as defined in the Act, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises as defined in the Act. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

7. HUD 60002 form. Request this form from your HRA contact. This form will need to be filled out by the contractor who is awarded the contract.
Proposal Form

Forward to:
Olmsted County HRA
Attn: Michele Merxbauer
2117 Campus Drive SE
Rochester, MN 55904

Merxbauer.michele@co.olmsted.mn.us

The undersigned, having carefully examined the Scope of Services prepared by the Olmsted County HRA, being familiar with the local conditions affecting the cost of the Work, hereby proposes to furnish all labor, material, equipment, tools, transportation, taxes and services necessary to complete the work. Work to be in accordance with the Contract Documents for the following sums:

I. QUOTE: Please submit prices as per the quote format below. The price quoted should include all costs associated with providing the services as outlined on the Scope of Services. No additional charges shall be incurred.

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<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>COMMENTS</th>
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<td>Monthly per minute charge for each minute above the base rate</td>
<td>$</td>
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<tr>
<td>Other Fees</td>
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II. Vendor Questionnaire

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<tr>
<th>INFORMATION REQUESTED</th>
<th>VENDOR RESPONSE</th>
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<tbody>
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<tr>
<td>Location of Corporate Headquarters</td>
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<tr>
<td>Location of Call Center that would service the HRA</td>
<td></td>
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<tr>
<td>Name of HRA’s primary contact</td>
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<tr>
<td>Telephone number of primary contact</td>
<td></td>
</tr>
</tbody>
</table>
III. Vendor References

Please provide 3 references from clients of similar size to whom you currently provide similar services.

1. Company Name ___________________________________________________________
   Contact Name and Title ______________________________________________________
   Phone Number: ____________________ Email Address: __________________________________
   Brief Description of Services Provided: _________________________________________________

2. Company Name ___________________________________________________________
   Contact Name and Title ______________________________________________________
   Phone Number: ____________________ Email Address: __________________________________
   Brief Description of Services Provided: _________________________________________________

3. Company Name ___________________________________________________________
   Contact Name and Title ______________________________________________________
   Phone Number: ____________________ Email Address: __________________________________
   Brief Description of Services Provided: _________________________________________________
IV. Vendor Signature
   a. The undersigned agrees, if awarded the Contract, to enter into a Contract with the HRA and will execute the Agreement and furnish satisfactory Insurance documentation.
   b. The undersigned agrees that this proposal may not be withdrawn for a period of 60 calendar days immediately following the date of receipt of bids. It is understood that the HRA reserves the right to reject any and all bids, to waive any informality or irregularity in any bid received and to accept any alternate in any order or combination.
   c. I have reviewed the site conditions, the project requirements and required submittals in providing the costs for the noted services:

   Legal Name of Person, Firm or Organization ________________________________

   Name ______________________________________________________________________

   Address ____________________________________________________________________

   By ________________________________________________________________________

   Title (Officer or Owner) ______________________________________________________

   Submit this form as part of bid response
Non-Collusion Form

Please Print or Type (in ink)

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
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<table>
<thead>
<tr>
<th>FEDERAL TAX ID NUMBER:</th>
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<table>
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<tr>
<th>Company Address:</th>
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<tr>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
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<table>
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<tr>
<th>Contact Person:</th>
<th>Title:</th>
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<tr>
<th>Phone Number:</th>
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<th>Email:</th>
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In signing this quotation, certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor, that this bid has not been knowingly disclosed prior to the opening of the bids to any bidder competitor; that the above statement is accurate under penalty of perjury.

This company will comply with all terms, conditions, specifications required by the Bidder in this Request for Bid Response.

_______________________________________________________________
Authorized Signature

_______________________________________________________________
Title

_______________________________________________________________
Date

Submit this form as part of bid response.