



**MINNEAPOLIS PUBLIC HOUSING AUTHORITY  
PROCUREMENT DEPARTMENT  
1001 WASHINGTON AVENUE NORTH  
MINNEAPOLIS, MN 55401  
(612) 342-1469  
[www.mphaonline.org](http://www.mphaonline.org)**

# **INVITATION FOR PROPOSALS**

**MPHA Contract #PH-12.26**

**August 1, 2012**

**Oracle E-Business (EBS) RDBA & Management**

**Proposals are due August 22, 2012 by 3:00 PM (CST)  
Room 203**

**1001 Washington Ave North  
Minneapolis, MN 55401**

***\*For questions regarding this RFP please contact Shabbir Yusufali by email  
[syusufali@mplspha.org](mailto:syusufali@mplspha.org)***

***\* Equal Housing Opportunity \* Equal Employment Opportunity\****

## **TABLE OF CONTENTS**

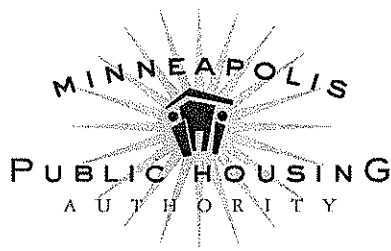
### **REQUEST FOR PROPOSAL # PH-12.26**

- I. General Information**
- II. Schedule of Events**
- III. Standard Conditions and Terms**
- IV. Introduction and Background Information**
- V. Scope of Services**
- VI. Scope of Support**
- VII. Selection Criteria – Evaluation and Award Process**
- VIII. Project Schedule**
- IX. Term of Agreement**
- X. Proposal Format**
- XI. Information Request**
- XII. Pricing Proposal**
- XIII. Attachments**
- XIV. Execution of Agreement**
- XV. Proposer's Responsibility**
- XVI. Retainer or Service Fee**
- XVII. Personnel**
- XVIII. MPHA's Rights**
- XIX. Independent Contractor**
- XX. Minority and Women Business (W/MBE) Participation**
- XXI. Section 3 Requirements**
- XXII. Insurance Requirements**
- XVIII. State and Federal Data Privacy Statement**
- XIV. Contract Administrator and Inquiries**

### **ATTACHMENTS**

- No. 1 Instructions to Offerors, HUD Form 5369-B**
- No. 2 General Contract Conditions, Non-Construction, HUD Form 5370-C**
- No. 3 Owner/Contractor Professional Service Agreement**
- No. 4 Certificate of Insurance**
- No. 5 State and Federal Data Privacy Statement**
- No. 6 Section 3 Informational Summary**
- \*No. 7 W/MBE and Section 3 Participation Statement**
- \*No. 8 Certifications and Representations of Offerors, HUD Form 5369-C**
- \*No. 9 Certificate of Acknowledgement**

**\*\*RETURN ATTACHMENTS 7, 8 and 9 WITH PROPOSAL\*\***



**Minneapolis Public Housing Authority**  
Procurement Department  
1001 Washington Avenue North  
Minneapolis, MN 55401

## **Oracle E-Business Suite (EBS) and RDBA Management**

Minneapolis Public Housing Authority (MPHA) seeks a well qualified vendor/contractor to provide services for managing and providing support for the Oracle E-Business Suite (EBS) Applications.

### **I. General Information**

The project coordinator designated as the official MPHA representative for this selection process is:

Shabbir Yusufali  
Minneapolis Public Housing Authority  
1001 Washington Avenue North  
Room 203  
Minneapolis, Minnesota 55401  
[syusufali@mplspha.org](mailto:syusufali@mplspha.org)

Proposals must be received by the date and time noted in the solicitation or as changed by addendum. No late proposals will be accepted. Two (2) paper copies and an electronic version of proposals are to be submitted.

The RFP Pricing Data Sheet(s) must be completed and returned with the proposal.

All Addenda are to be acknowledged, signed and returned with the proposal.

It is your responsibility to ensure your complete knowledge and understanding of the requirements. Written questions or requests for clarifications should be sent to Shabbir Yusufali via email at [syusufali@mplspha.org](mailto:syusufali@mplspha.org). Responses to written questions will be posted as addendums to the RFP at [www.mphaonline.org](http://www.mphaonline.org). Questions will be accepted until August 8, 2012 at 4:00 P.M. (CST).

Questions should be plainly labeled "Questions for Oracle EBS and RDBA Management". The response to questions or any other clarifications will be provided solely through addendums posted on the MPHA website.

From the date the RFP is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by MPHA is restricted to only written communication with the person designated as the point of contact for this RFP.

The following exceptions to these restrictions are permitted:

1. Written communication with the person designated as the point of contact for this RFP or procurement;

2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. MPHA requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

## II. Schedule of Events

| Event                                       | Date                             |
|---------------------------------------------|----------------------------------|
| RFP Published                               | August 1, 2012                   |
| Deadline for Vendor Questions               | August 8, 2012 4:00 PM CST       |
| Response to Submitted Questions             | August 13, 2012                  |
| Proposal Due from Vendors                   | August 22, 2012 3:00 PM CST      |
| Short List Announced                        | September 10, 2012               |
| Presentation Meeting for Short List Vendors | Week of September 10, 2012       |
| Vendor Selected                             | September 19, 2012 (anticipated) |
| Contract Finalized                          | September 2012 (anticipated)     |

## III. Standard Conditions and Terms

SCOPE: These standard conditions and terms of the Request for Proposal (RFP) and acceptance apply in like force to this inquiry and to any subsequent contract resulting there from.

COLLUSIVE BIDDING: The contractor's signature on submitted Proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude MPHA from obtaining the lowest possible competitive price.

SPECIFICATIONS: Contractors must submit a proposal in accordance with the terms and conditions in this Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: MPHA, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of MPHA. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by MPHA, are deemed to be rejected.

### PROPRIETARY INFORMATION:

Data contained in the proposal and all documentation provided therein, become the property of MPHA. **All proprietary information the contractor wishes MPHA to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package.** Contractors may not mark their entire RFP as proprietary. Contractor's pricing proposals may not be marked as proprietary information. Failure of the contractor to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other contractors and the public.

INSURANCE: Within ten (10) calendar days following the notification of award and prior to commencement of work, the selected Contractor must furnish MPHA with evidence of insurance for the amounts and types specified in Article XI of the agreement (Attachment 3).

**AWARD:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. MPHA reserves the right to reject any or all proposals, wholly or in part, or to award to contractors in whole or in part. MPHA reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the contractor's competitive position. All awards will be made in a manner deemed in the best interest of the MPHA.

**TERMINATION:** MPHA may terminate the contract at any time if the contractor fails to carry out the terms or fails to make substantial progress toward the fulfillment of the contract obligations. In such event MPHA shall provide the contractor with thirty (14) days written notice of conditions which endanger contract performance. If after such notice the contractor fails to remedy these conditions, MPHA may send a certified letter to the contractor for immediate cancellation of the contract. The contract may be terminated prior to the end of the contract period by mutual agreement of the parties by at least ninety (90) days written notice.

**WBE:** MPHA has a goal of 20% minority business enterprise (MBE) and 7% women business enterprise (WBE) participation. The selected contractor agrees to comply with all applicable equal opportunity and affirmative action laws, directives and regulations of the federal, state and local governing bodies or agencies thereof, specifically including provisions of Federal Regulations 41 CFR-60-741.4, 60-250.4, 60-1.4, and 60-4.3, insofar as these laws apply to the Agreement.

The selected Contractor further understands that if MPHA enters into an Agreement with the selected Contractor in excess of \$50,000, the selected Contractor shall furnish MPHA with an Affirmative Action Plan within ten (10) days following notification of award. The approved Plan shall be kept current throughout the term of the Agreement.

#### **IV. Introduction and Background Information:**

The Minneapolis Public Housing Authority (**MPHA**) owns and operates 184 town home units, 753 single family housing units and 42 high rise buildings with 5,943 apartments as well as 2 management and maintenance facilities. **MPHA** has approximately 300 employees comprised primarily of business support personnel primarily located at 1001 Washington Ave. N, Minneapolis MN. The main offices are connected via meshed MPLS (Multi-Protocol Label Switching) network to 42 buildings within the City of Minneapolis. This communication infrastructure provides the conduit for transporting voice, data and video transmissions to assist the Agency to operate the various programs and applications. These include VOIP, security cameras and data for network operations. All software applications are based on Microsoft Windows servers (approximately 20 servers). All desktop (and laptops) are based on Microsoft Windows (Windows XP SP 3).

**MPHA** is currently using version 11.5.10.2 Oracle Financials Government General Ledger, Government Accounts Payable, and Government Purchasing modules, although licenses for the entire Financial Suite are available. This includes approximately 15 concurrent users. MPHA is required to utilize encumbrance accounting across 20+ funds. A portion of the Purchasing module is also utilized. The Oracle i-Procurement module is used for approximately 50 users to

enter purchase requisitions and receipts. Accounts Receivable is maintained on public housing specific software and is not integrated with the General Ledger. Payroll services are performed separately at the City of Minneapolis. Both Accounts Receivable and Payroll activity is booked monthly via manual journal entries to the General Ledger.

**MPHA** has home grown reporting applications that utilize Oracle 10g database on Windows 2000 server with instances OPROD and OTEST. This instance of Oracle database is used for generating administrative reports to augment application reporting from other administrative applications.

**MPHA** is in the preliminary stages of implementing Universal Content Management (UCM) system from Oracle version 10gR3. Currently it is deployed on 3 virtual servers (UCM, IBR and ODC). A test/development environment for the UCM also exists on a single server (UCMTEST).

**MPHA** operates HP Proliant blade Servers running Windows 2000. The Database is currently on Version 9i. **MPHA** has little customization on applications but does import invoices from a non-Oracle system and utilizes custom-built reports. **MPHA** will be upgrading the database in 2012 to the latest Oracle version believed to be 11g and version R12 of E-Business Suite (EBS) as well as converting to a Linux operating system.

**MPHA** seeks a business partner to effectively support/manage and upgrade the Oracle E-Business Suite and technical environment which is critical to our business and our mission of delivering world class housing to low and moderate income persons.

Visit our web site at [www.mphaonline.org](http://www.mphaonline.org) to find out more about the Minneapolis Public Housing Authority (**MPHA**) and our programs.

## **V. Scope of Services:**

The purpose of the RFP is for **MPHA** to solicit proposals of qualified firms who wish to be considered as a vendor to provide services for administering/managing, upgrading and supporting the Oracle EBS Applications and databases. The proposed services will be divided into two areas:

1. DBA Support
  - Administration of the Oracle database and iAS Server to include patches, upgrades, maintenance, performance tuning and optimization
  - Capacity Management
2. Application support
  - Oracle EBS functional support and development
  - Change Control
  - Help Desk
  - Other processes required to support the clients and users of **MPHA**

## **VI. Scope of Support:**

- The chart below identifies in general the services **MPHA** is seeking, and the specific hours of support requested (CST).

| <b>Support Services</b>                                                       | <b>Hours of Support (CST)</b> |
|-------------------------------------------------------------------------------|-------------------------------|
| Installation-(Database/Apps Server/E-Business Suite)                          | 7 – 5 (M-F)                   |
| Problem Resolution-Critical (Production Instance)                             | 24 x 7                        |
| Problem Resolution-Non-Critical (Production Instance)                         | 7 – 5 (M-F)                   |
| Problem Resolution (Non-Production Instance)                                  | 7 – 5 (M-F)                   |
| Dot Release Oracle Applications and Database Upgrades (Production Instance)   | 24 x 7                        |
| Dot Release Oracle Applications & Database Upgrades (Non-Production Instance) | 7 – 5 (M-F)                   |
| Oracle Applications and Database Management                                   | 7 – 5 (M-F)                   |
| Production Database Patch Application and Management                          | 24 x 7                        |
| Non-Production Patch Application and Management                               | 24 x 7                        |
| Functional/Technical Help Desk (10 hrs/mo)                                    | 7 – 5 (M-F)                   |
| Application Bug Alerts                                                        | 7 – 5 (M-F)                   |
| Implement Database Backup Scripting                                           | 7 – 5 (M-F)                   |
| Test Database Recovery                                                        | 7 – 5 (M-F)                   |
| Printer Configuration                                                         | 7 – 5 (M-F)                   |
| Proactive Monitoring & Remediation                                            | 24 x 7                        |
| Performance Tuning <sup>1</sup>                                               | 24 x 7                        |
| Database Refreshes                                                            | 7 – 5 (M-F)                   |
| Status Reports                                                                | Weekly                        |
| Monthly Conference Calls                                                      | As needed                     |
| Patch Log                                                                     | As needed                     |

***Oracle Applications Database Administration Support:***

- Provide installation, patching, and instance management of Oracle Database and Applications.
- Plan and implement a backup strategy for MPHA. Recommend the timing, frequency, and type of backup required to meet the needs of the organization.
- Work with MPHA to test database recovery procedures and provide disaster recovery.
- Provide proactive monitoring tools that offer the ability to detect, solve, and simplify the full range of problems that can arise in any managed environment.
- Diagnose and correct the following: locks, monitoring the length of the queue and identification of lock types, locked objects, and blocked users. Perform tuning management including tuning the initialization parameters and analyzing SQL statements.
- Monitor space usage within the database to facilitate the creation of objects with appropriate sizing parameters as well as monitor the growth of the database segments and resolve any fragmentation issues necessary.
- Adding and configuring printer devices on Oracle Applications.
- Provide for a one point of contact for all Technical Assistance Requests (TARs) related to the Oracle Database and Applications.
- Responsibilities of Concurrent Manager including definition, administration (including

startup and shutdown), problem resolution, and queue maintenance. Concurrent Manager Maintenance shall include purging of concurrent requests, log files, and output directories on a regularly scheduled basis.

- Responsibility for both the Forms and Web servers processes, including startup, shutdown, and problem resolution. This may extend to a multi-node architecture.
- Collect and analyze system performance data for the Database and Host and estimate future capacity requirements using long-term historical data.
- Develop and execute procedures for database refreshes to support MPHA implementation and/or development efforts.
- Apply required maintenance packs and technical upgrades to the Oracle Applications in conjunction with the MPHA requirements.
- At the MPHA's request, provide MPHA Folio detailing all aspects of the Oracle system from hardware to software, including patch levels, OS levels, and all pertinent information.

#### ***Oracle Applications Functional Helpdesk Services:***

- Contractor must have all necessary skills to support MPHA modules.
- Coverage will be during hours (Monday-Friday 7:00 AM-5:00 PM CST).
- Tasks addressed:
  1. Production support for existing Oracle modules.
  2. Assessment of new functional process additions / modifications and impact thereof.
  3. Functional enhancements and workarounds (addition of functionality or modifications to existing enhancements)
  4. Impact analysis and validation of patches.
  5. TAR management including follow-up with Oracle.
  6. Functional testing for incorporating new processes, patches and version upgrades.

#### ***Oracle Applications Technical Helpdesk Services:***

- Contractor will have all necessary skills to support MPHA modules as noted in the Remote DBA proposal and contract.
- Task addressed:
  1. Bug fixes for existing custom programs (complete inventory of programs, design and documentation to be provided by client before commencing the engagement).
  2. Forms, Reports, Interfaces (internal as well as with external third party systems originating from Oracle Apps side), customizations, Business Intelligence modules, etc.
  3. Data extracts and Batch programs
  4. Performance tuning activity relating to forms, reports and batch programs.

#### ***Functional and Technical Helpdesk Services-Service Level Agreements (SLA's):***

Services requests will be addressed during MPHA business hours (Monday-Friday 7:00 AM – 5:00 PM CST). Service requests will be responded to within (1) Hour after being logged

by MPHA during MPHA business hours. Best effort will be applied to resolving all requests with weekly reviews of progress.

***Deliverables:***

MPHA will receive the following deliverables from the Contractor:

End-User Support: Contractor will become familiar with **MPHA's** working environment to provide process based end-user Oracle Financial functional support. This support can be augmented by online assistance so that end-user can provide the error experience for expedited resolution, this may, if deemed critical by **MPHA**, require onsite support.

Status Reports: Contractor will review all critical areas of **MPHA's** Oracle EBS System and provide weekly status reports.

Contractor to provide: All relevant information **MPHA** will need to know about the services, from who to call and escalation procedures to what is included in the service offering.

Conference Calls: The Contractor will initiate monthly conference calls, at **MPHA's** request, to ensure **MPHA's** overall satisfaction and address any upcoming Oracle systems need. **MPHA** will have a clear understanding of any issues that involve MPHA's Oracle EBS systems and what steps, if any, the Contractor will need to follow in order to remedy the situation.

Applied Patches Worksheets: The Contractor will provide The Applied Patches Worksheets regularly which will show the Oracle patches that have been applied. By maintaining this spreadsheet, Contractor will be able to make sure **MPHA's** systems are up-to-date with the latest fixes that involve **MPHA** systems. Contractor will keep **MPHA's** EBS system running at its highest performance level.

## VII. Selection Criteria - Evaluation and Award Process

### Evaluation and Award Process

- A. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors set forth below. Factors not specified in the RFP will not be considered. **MPHA** reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the RFP.
- B. Minor problems of completeness or compliance may be called to the attention of the respondents for clarification. Substantial deviations from specifications or other requirements of this RFP will result in disqualification and rejection of the proposal.
- C. Price will not be the only consideration in the selection of short listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this RFP. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to **MPHA**.
- D. During the evaluation process, **MPHA** reserves the right, where it may serve in **MPHA's** best interest, to request additional information or clarifications or to allow corrections of errors or omissions.
- E. After evaluations, the Evaluation Committee will determine a competitive range. The competitive range includes the proposals that have a reasonable chance of being selected for award considering all aspects of the RFP. **MPHA** may negotiate with the Respondent(s) who fall within the competitive range. If required, only those Respondents within the competitive range may be selected for an oral presentation and/or interview.
- F. The presentation/interview process will be arranged to assist the Evaluation Committee in differentiating those Respondents within the competitive range. Points may be added to or deducted from the Respondent's preliminary score as deemed necessary by the Evaluation Committee.
- G. **MPHA** reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Respondents in the competitive range. Once negotiations are complete, **MPHA** shall establish a common date and time for the submission of best and final offers. If a Respondent does not submit a notice of withdrawal of its offer, or a best and final offer, the Respondent's immediate previous offer shall be construed as its best and final offer.
- H. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Respondent whose qualifications, price and other factors considered, are the most advantageous to **MPHA**.
- I. **MPHA** may reject any or all offers if such action is in **MPHA's** interest, award contract other than to the lowest priced Respondent, waive informalities and minor irregularities

in offers received, and award all or part of the requirements stated.

- J. Proposals that are considered non-responsive will not receive consideration. **MPHA** reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Respondent at any time to gather additional information. Furthermore, **MPHA** reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- K. The successful Respondent's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this RFP, unless clearly and specifically noted in the proposal and confirmed in the contract between **MPHA** and the Respondent selected.

### **Evaluation Factors and Award**

- A. The proposal evaluation process is designed to award the contract, not necessarily to the Respondent of least price, but rather to the Respondent with the best combination of attributes (i.e., qualifications and experience, price), based upon the evaluation factors specifically established for this RFP.
- B. Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent understands of the Evaluation Factors and capacity to perform the required services of this Request for Proposals.
- C. Proposals will be evaluated based on the following Evaluation Factors:

| <b>EVALUATION FACTORS</b>                      | <b>Point Range</b> |
|------------------------------------------------|--------------------|
| <b>A. Pricing</b>                              | <b>0-50</b>        |
| <b>B. Contractor Knowledge/Experience</b>      | <b>0-30</b>        |
| <b>C. Response of References</b>               | <b>0-15</b>        |
| <b>D. Quality and Presentation of Response</b> | <b>0-10</b>        |
| <b>E. Approach to Delivery of Services</b>     | <b>0-20</b>        |
| <b>F. Commitment to (W/MBE)</b>                | <b>0-05</b>        |
| <b>G. Certified as a Section 3 Partner</b>     | <b>5</b>           |
| <b>TOTAL</b>                                   | <b>135</b>         |

### **VIII. Project Schedule**

The successful Contractor will be required to begin support services upon contract execution. The Contractor must be able to upgrade the Oracle EBS database and conversion to a Linux operating system within 30 days notice from **MPHA**.

### **IX. Term of the Agreement**

The term of any contract awarded as a result of a proposal submitted in response to this RFP shall be two (2) years with three (3) one (1) year options to renew.

## **X. Proposal Format**

The following submittal format should be used:

1. Title Page
2. Table of Contents
3. Letter of Transmittal

An original signed letter of transmittal is required. Within this letter include statements to the following:

- Your organization's understanding of the work to be accomplished
- That upon award of this contract, your organization will make a positive commitment to perform the implementation work within the scheduled time period
- A summary of the pricing of service fee(s) to be charged for the work, and a statement indicating if fees are fixed, complete, inclusive or negotiable
- All proposals submitted are to be valid for period of 90 days after this proposal date
- The name of the individuals who will be authorized to make representations for your organization, their titles, addresses, and telephone numbers
- That the signatory of the transmittal letter has authority to bind your organization

4. Completed **Pricing Data Sheet**

- Use copy attached to RFP or similar format all pricing must include State or Minnesota State Sales/Use tax as applicable. MPHA is subject to Minnesota Sales Tax at 6.875%.

5. Completed **Pricing/Proposal Signature Page**

- Copy attached to RFP

## **XI. Information Request**

The following sections of the RFP are designed to obtain relevant information about the firms and the goods and services they propose. The RFP sections that require a vendor response follow. Please provide as much information as required to address the sections. Clearly mark any sections that are not part of your bid as "NO RESPONSE".

| <b>NO.</b> | <b>ITEM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>RESPONSE</b><br><b>(reference attachments as needed):</b> |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>1.</b>  | <b>Organization Background</b><br>MPHA seeks to establish a strategic partnership with the selected vendors and expect the vendors to work with MPHA to accommodate its specific system and application management requirements. MPHA requires that the firm disclose certain information regarding organizational structure, financial stability and ownership. This section allows the firm to detail the information pertaining to these issues. |                                                              |
| 1.1        | List the firm name, corporate office address, telephone, FAX and e-mail address. Please include the Marketing contact name, telephone, FAX and e-mail address.                                                                                                                                                                                                                                                                                      |                                                              |
| 1.2        | Describe the firm's organization and ownership, whether privately or publicly held.                                                                                                                                                                                                                                                                                                                                                                 |                                                              |
| 1.3        | Submit financial statements for the past three years. Include information pertaining to any recent or announced mergers or acquisitions.                                                                                                                                                                                                                                                                                                            |                                                              |
| 1.4        | Describe the firm's size and any significant affiliates                                                                                                                                                                                                                                                                                                                                                                                             |                                                              |

| NO.       | ITEM                                                                                                                                                                                                                                                                             | RESPONSE<br>(reference attachments as needed): |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 1.5       | Describe any significant partnerships with hardware vendors, software companies or consulting firms that support the ability to deliver the proposed services. If partnering with other firms, please provide:                                                                   |                                                |
| 1.5.1     | Product lines and certifications                                                                                                                                                                                                                                                 |                                                |
| 1.5.2     | Number and qualification of personnel involved                                                                                                                                                                                                                                   |                                                |
| <b>2.</b> | <b>Organization Experience</b><br>MPHA requires the selected firm to demonstrate a history and experience supporting applications – specifically Oracle EBS Applications. This section seeks to identify the vendor’s experience and approach to managing.                       |                                                |
| 2.1       | Describe the optimal technical and personnel structure required to support a typical Oracle EBS Applications footprint. Include hierarchy, number of resources for systems, dba and support personnel where appropriate.                                                         |                                                |
| 2.2       | Is the firm’s primary business as an Application Service Provider (ASP) or Managed Service Provider (MSP)? If not:                                                                                                                                                               |                                                |
| 2.2.1     | What percentage of the firm’s resources is devoted to ASP or MSP?                                                                                                                                                                                                                |                                                |
| 2.3       | Is the firm making a proposal to satisfy all parts of the ASP requirement?                                                                                                                                                                                                       |                                                |
| 2.3.1     | If not, what functions would the firm perform?                                                                                                                                                                                                                                   |                                                |
| 2.3.2     | Is the firm partnering with others for the purposes of providing the ASP services? Please list.                                                                                                                                                                                  |                                                |
| 2.4       | What are the systems and applications currently supported by your firm? Please list.                                                                                                                                                                                             |                                                |
| 2.5       | Does your firm have experience supporting Oracle applications? If so, please provide:                                                                                                                                                                                            |                                                |
| 2.5.1     | List of Applications supported                                                                                                                                                                                                                                                   |                                                |
| 2.5.2     | Number of years of experience                                                                                                                                                                                                                                                    |                                                |
| 2.5.3     | Largest Customer and number of Users supported                                                                                                                                                                                                                                   |                                                |
| 2.5.4     | How many customers do you currently support?                                                                                                                                                                                                                                     |                                                |
| 2.6       | Provide a list of professional certifications of your support personnel                                                                                                                                                                                                          |                                                |
| 2.7       | Please provide a list of three (3) client references, similar in size, using similar systems (prefer Oracle EBS), where you provide services similar to those requested in this RFP. Please include Company Name, contact, address, telephone, systems used and dates installed. |                                                |

| NO.       | ITEM                                                                                                                                                                                                                                                                             | RESPONSE<br>(reference attachments as needed): |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 2.8       | Has the firm provided Managed Services to any government clients? If so, please provide details including:                                                                                                                                                                       |                                                |
| 2.8.1     | Customer location and jurisdiction                                                                                                                                                                                                                                               |                                                |
| 2.8.2     | Number of Users                                                                                                                                                                                                                                                                  |                                                |
| 2.8.3     | Systems supported                                                                                                                                                                                                                                                                |                                                |
| 2.8.4     | Number of years of experience                                                                                                                                                                                                                                                    |                                                |
| 2.9       | Does your firm use Oracle EBS Applications?                                                                                                                                                                                                                                      |                                                |
| <b>3.</b> | <b>User Support</b><br>The vendor must define how problems are identified and explain procedures to escalate problems identified by our users. This will include contact points for problem reporting. The procedure for providing status on all open issues should be included. |                                                |
| 3.1       | Describe the firm's help desk for technical and functional assistance. Is it tiered? How is it staffed?                                                                                                                                                                          |                                                |
| 3.1.1     | Describe the policies and procedures used to resolve User issues and problems.                                                                                                                                                                                                   |                                                |
| 3.1.2     | Does the help desk offer a Service Level Agreement (SLA)? If so, include a copy of the agreement. Include commitments on response times for all issues.                                                                                                                          |                                                |
| 3.1.3     | Describe service levels of support for normal business hours (7-5 CST) and off-hour support. Include response time, levels of technicians, etc.                                                                                                                                  |                                                |
| 3.1.4     | Please describe all methods of submitting a request to the help desk function.                                                                                                                                                                                                   |                                                |
| 3.2       | How are tickets logged and tracked with Oracle Support for resolution. Include the prioritization technique used.                                                                                                                                                                |                                                |
| 3.3       | Describe how the support staff is assigned to new implementations. Is there a core group of technicians specifically assigned to the customer or are calls accepted randomly?                                                                                                    |                                                |
| 3.3.1     | Is any of the help desk or support function outsourced? If so what ones? Please include a copy of the agreement and SLA for this function.                                                                                                                                       |                                                |
| 3.3.2     | What contingency plans are present to ensure the availability of help desk support?                                                                                                                                                                                              |                                                |
| 3.4       | What reports are included in the standard help desk agreement? Provide an example of a report format specific to your Help Desk system.                                                                                                                                          |                                                |
| 3.4.1     | How are the reports distributed?                                                                                                                                                                                                                                                 |                                                |
| 3.4.2     | How often are the reports distributed?                                                                                                                                                                                                                                           |                                                |

| NO.       | ITEM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | RESPONSE<br>(reference attachments as needed): |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>4.</b> | <b>Operations</b><br>The vendor must provide detailed information concerning the proposed operational services that would be provided to include daily activities as well as activities that will occur on a weekly or monthly basis. Services that are considered to be in addition to the normal level of support should be identified as such. A comprehensive, detailed equipment list including software required for the proposed solution should be provided. All equipment identified in the response must be commercially available. The response should also include annotated network drawings showing where each of the pieces of equipment in the proposed solution would be located and how those devices would be interconnected. |                                                |
| 4.1       | Provide copies of any standard SLA's.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |
| 4.3       | Describe the level of maintenance included in your monthly price for network and server enhancements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |
| 4.3.1     | What services and for what types of problems are provided? What is not included?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                |
| 4.4       | What software and procedures are used to migrate software instances?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |
| 4.5       | What Oracle patch and fix support assistance will be provided for MPHA? Include both major and minor revisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                |
| 4.5.1     | How are EBS Application upgrades and family pack upgrades handled?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                |
| 4.6       | Describe how support for MPHA customized code would be handled.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                |
| <b>5.</b> | <b>Monitoring and Reporting</b><br>Adequate monitoring of the system and reporting of issues must be performed. The vendor will be required to provide routine reports specific to system monitoring and Help Desk calls that will detail information regarding the initial logging of the issue and ultimate resolution.                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |
| 5.1       | What software and/or monitoring agents are employed to ensure service levels and uptime?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                |
| 5.1.1     | Provide copies of any standard SLA's applicable to monitoring and reporting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                |
| 5.2       | What tools and methods will be utilized to monitor utilization and growth of the database?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |
| 5.3       | Describe any service level metrics or reporting that will be provided to MPHA as part of the service. Include frequency of reporting, and attach sample reports if available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |
| 5.4       | Is monitoring software integrated into the central facility?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                |
| 5.4.1     | Describe how the client will assess monitoring tools.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |

| NO.       | ITEM                                                                                                                                                                                                                                                             | RESPONSE<br>(reference attachments as needed): |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| 5.5       | Describe how the firm will manage monitoring and issue remediation at the different layers of technology. Be sure to include (at a minimum) information on problem detection, predictive failure, even correlation and escalation. Address the following layers: |                                                |
| 5.5.1     | Physical Layer – Hardware                                                                                                                                                                                                                                        |                                                |
| 5.5.2     | Application Layer – Software performance                                                                                                                                                                                                                         |                                                |
| 5.5.3     | Network Layer – Network and network devices                                                                                                                                                                                                                      |                                                |
| 5.6       | Describe how an account manager or equivalent primary point of contact for MPHA would be provided for coordinating all aspects of service, including issue resolution.                                                                                           |                                                |
| 5.7       | Provide a blank template of an end-user satisfaction survey.                                                                                                                                                                                                     |                                                |
| 5.8       | Do you provide your clients the right to use general audit software and other reporting tools against the data files and/or databases?                                                                                                                           |                                                |
| 5.8.1     | Are there any special rules or exclusions? Explain.                                                                                                                                                                                                              |                                                |
| <b>6.</b> | <b>Management Services</b><br>Describe in this section the activities regarding vendor management that can be expected to be performed as part of the proposed service. Vendors include: Oracle, etc.                                                            |                                                |
| 6.1       | Describe the support for maintenance activities on all systems. List the type of support included with your service (Database Administration, Help Desk, etc.)                                                                                                   |                                                |
| 6.1.1     | List any Software included with your service.                                                                                                                                                                                                                    |                                                |
| 6.1.2     | Is maintenance scheduled to occur during time periods that will minimize disruption to the production environment?                                                                                                                                               |                                                |
| 6.1.3     | Are changes performed in accordance with manufacturer's specifications?                                                                                                                                                                                          |                                                |
| 6.1.4     | Describe the change control procedures used.                                                                                                                                                                                                                     |                                                |
| 6.2       | How will MPHA access and monitor open issues?                                                                                                                                                                                                                    |                                                |
| 6.2.1     | Who will be the contact for open issues reported to the vendor(s)?                                                                                                                                                                                               |                                                |
| 6.3       | Describe end of life policies and procedures for hardware.                                                                                                                                                                                                       |                                                |
| 6.4       | Describe the processes for archiving and purging of data.                                                                                                                                                                                                        |                                                |
| 6.4.1     | Is the process part of a standard SLA? Describe.                                                                                                                                                                                                                 |                                                |

| <b>NO.</b> | <b>ITEM</b>                                                                                                                                                 | <b>RESPONSE</b><br>(reference attachments as needed): |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 6.5        | Does your firm provide project and application assistance for enhancements and upgrades? Describe services available and pricing.                           |                                                       |
| <b>7.</b>  | <b>Transition Process</b><br>MPHA asks that the firms describe their process to transition.                                                                 |                                                       |
| 7.1        | Describe the firm's methodology to transition and/or set up procedures to integrate a new client. Include any plans or documentation of this process.       |                                                       |
| 7.1.1      | Describe all resources available to assist in the transition process including: executive, project management, support, technical resources, etc.           |                                                       |
| 7.2        | Provide a typical high-level project plan for the initial transition to your managed solution. Include high-level tasks and associated number of weeks.     |                                                       |
| <b>8.</b>  | <b>Other Services</b><br>MPHA asks that the firms describe any additional services, or provide any additional information that the firm considers relevant. |                                                       |
| 8.1        | Please describe in detail other services which MPHA may consider in conjunction with this RFP that has not been addressed in other sections.                |                                                       |
|            |                                                                                                                                                             |                                                       |

## **XII. Pricing Proposal**

MPHA requires a clearly stated price quotation for any and all proposed services. Ongoing maintenance pricing for software support should be stated separately. An **"RFP Pricing Data"** sheet is attached and must be utilized to summarize all pricing. Additional sheets should be used to detail pricing if needed, but the RFP Pricing Data sheet must clearly reference the additional sheets. All pricing must be addressed with either a specific response or enter "NA" if the pricing is not applicable due to the vendor not bidding on the service or reference another pricing line if the pricing is included elsewhere.

### **DBA Support Fees:**

1. Setup and Conversion Pricing - Setup fees that include Oracle database and applications and other prices for Production, Disaster Recovery and all non-production environments. Include all estimated prices of conversion from the current environment to your environment including project management.
2. Oracle application management that includes administration, activation of instances, application monitoring and application patch installations.
3. Oracle database administration including database monitoring, database tuning, memory tuning, load balancing and planning for database growth.

### **Application Support Fees:**

4. Oracle system administration that includes system migration management, core application interfaces, batch job scheduling and application security management.

5. Functional assistance providing instruction on how to use Oracle applications, explaining functionality and recommending changes.
6. Oracle application configuration changes providing the project management and expertise to implement any functional change.
7. Oracle Applications development fees for programming, special projects and custom applications. Please provide hourly rate unless included in support.
8. Technical assistance to respond to Oracle application failures and issues, follow-up with the application vendor (Oracle).
9. Client service care and Helps Desk Support 24x7x365.

**Other Pricing:**

10. Specify any other type of pricing not previously included

| <b>MPHA</b><br><b>RFP Pricing Data Sheet</b><br><b>Oracle EBS solution RDBA Outsourcing</b> |                     |               |
|---------------------------------------------------------------------------------------------|---------------------|---------------|
|                                                                                             | One-time Price/Rate | Monthly Price |
|                                                                                             |                     |               |
| <b>DBA Support:</b>                                                                         |                     |               |
| 1. Setup and Conversion Price                                                               |                     |               |
| 2. Oracle Application Management                                                            |                     |               |
| 3. Oracle database administration                                                           |                     |               |
| <b>Application Support:</b>                                                                 |                     |               |
| 4. Oracle system administration                                                             |                     |               |
| 5. Functional Assistance                                                                    |                     |               |
| 6. Oracle Application configuration changes                                                 |                     |               |
| 7. Application Development Fees                                                             |                     |               |
| 8. Technical Assistance                                                                     |                     |               |
| 9. Client Service care                                                                      |                     |               |
| <b>Other Prices:</b>                                                                        |                     |               |
| 10. Oracle EBS Database Upgrade and Linux O/S                                               |                     |               |
| 11. Oracle EBS version R12 upgrade                                                          |                     |               |
| 10. Specify (attach additional pages as needed)                                             |                     |               |

Total one-time charges \$ \_\_\_\_\_

Total monthly charges - Year 1 \$ \_\_\_\_\_ X 12 \$ \_\_\_\_\_

Total monthly charges – Year 2 \$ \_\_\_\_\_ X 12 \$ \_\_\_\_\_

Total charges for Year 1 & 2 \$ \_\_\_\_\_

All pricing must include Minnesota State sales/use tax @ 6.875% if applicable.

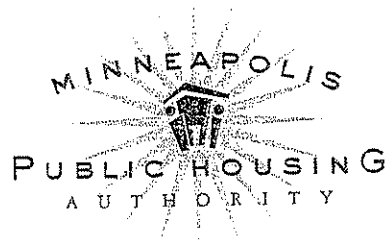
MPHA/  
**PROFESSIONAL SERVICE AGREEMENT**  
MPHA Contract #PH-12.26  
Page 19 of 19

**PRICING/PROPOSAL SIGNATURE PAGE**

The below signed hereby agrees to furnish software and/or services at the price(s) and terms subject to all instructions, conditions, specifications addenda, and conditions contained in the RFP. An original signed copy is required to be provided with the proposal.

I have read all attachments including the specifications and fully understand what is required to submit pricing for this proposal. By submitting this signed proposal I declare that I am a duly authorized representative to enter into a binding agreement with MPHA, and will accept a contract if approved by MPHA and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

|                                        |              |
|----------------------------------------|--------------|
| Submitted by: _____                    | Date: _____  |
| Signature                              |              |
| Name: (printed) _____                  | Title: _____ |
| Company: (Legal<br>Registration) _____ |              |



# **REQUEST FOR PROPOSALS (RFP)**

**ATTACHMENT NO. 1**

## **INSTRUCTIONS TO OFFERORS**

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
  - (1) signing and returning the amendment;
  - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
  - (3) letter or telegram, or
  - (4) facsimile, if facsimile offers are authorized in the solicitation.The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
  - (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

- (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
  - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
  - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
  - (4) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



# **REQUEST FOR PROPOSALS (RFP)**

## **ATTACHMENT NO. 2**

# **GENERAL CONTRACT CONDITIONS NON-CONSTRUCTION**

# General Contract Conditions Non-Construction

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

OMB Approval No. 2577-0180 (exp. 4/30/95)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3500; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0180), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

## 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the \_\_\_\_\_ Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

## 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

## 3. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) excepted its claim relating to such decision from the final release, and (3) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 4. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(2) above, and compensation be determined in accordance with the Changes clause; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

## 5. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract, except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

form HUD-5370-C (5/52)

## 6. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 7. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the clause titled Disputes, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

## 8. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 9. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the

Contractor. Any product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

## 10. Rights in Data (Ownership and Proprietary Interest).

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 11. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## 12. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

## 13. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (3) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory of possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b). Prohibition.

- (1) Section 1252 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b)(2)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(2)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(2)(ii)(A) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(2)(ii)(A)(1) and (2) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(d) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(e) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

#### 14. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the

Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### 15. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### 16. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### 17. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### 18. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

19. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)(Applicable to contracts in excess of \$500,000)

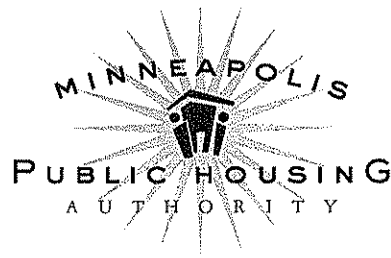
(a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(c) The contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the contractor's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The contractor will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(e) Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 135.



# **REQUEST FOR PROPOSALS (RFP)**

**ATTACHMENT NO. 3**

## **PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT #PH-12.26**

**PROFESSIONAL SERVICE AGREEMENT**

**between**

**MINNEAPOLIS PUBLIC HOUSING AUTHORITY**

**and**

---

**THIS AGREEMENT, (the “Agreement”),** is entered into, effective \_\_\_\_\_, 2012, the date of this Agreement between the **MINNEAPOLIS PUBLIC HOUSING AUTHORITY, (MPHA)**, a body politic and corporate, duly created, organized and existing under the laws of the State of Minnesota, and \_\_\_\_\_, **(CONTRACTOR)**.

**WHEREAS, MPHA** is seeking the services of a qualified Contractor to provide Oracle E-Business (EBS) and Remote Database Administrative services as indicated in the RFP Scope of Services;

**WHEREAS,** the services include providing support for the Oracle E-Business Suite (EBS) Applications;

**WHEREAS, MPHA** recognizes it does not have on its staff the expertise necessary to perform these consulting services;

**WHEREAS, MPHA** selected the **CONTRACTOR** pursuant to its formal Request for Proposal (RFP) and Procurement Policy; and

**WHEREAS, CONTRACTOR** represents it is qualified and authorized to perform the consulting services.

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 2 of 17**

**NOW, THEREFORE**, the parties agree as follows:

**I. SCOPE OF SERVICES**

**CONTRACTOR**, working under the direction of **MPHA** Contract Administrator, shall do, perform and carry out in a prompt, satisfactory and professional manner all necessary services required including, but not necessarily limited to, the following:

Provide services for administering/managing, upgrading and supporting the Oracle EBS Applications and databases. The proposed services will be divided into two areas:

1. DBA Support
  - Administration of the Oracle database and iAS Server to include patches, upgrades, maintenance, performance tuning and optimization
  - Capacity Management
2. Application support
  - Oracle EBS functional support and development
  - Change Control
  - Help Desk
  - Other processes required to support the clients and users of MPHA

**VI. Scope of Support:**

- The chart below identifies in general the services MPHA is seeking, and the specific hours of support requested (CST).

| Support Services                                                            | Hours of Support (CST) |
|-----------------------------------------------------------------------------|------------------------|
| Installation-(Database/Apps Server/E-Business Suite)                        | 7 – 5 (M-F)            |
| Problem Resolution-Critical (Production Instance)                           | 24 x 7                 |
| Problem Resolution-Non-Critical (Production Instance)                       | 7 – 5 (M-F)            |
| Problem Resolution (Non-Production Instance)                                | 7 – 5 (M-F)            |
| Dot Release Oracle Applications and Database Upgrades (Production Instance) | 24 x 7                 |

**MPHA/  
PROFESSIONAL SERVICE AGREEMENT  
MPHA Contract #PH-12.26**

**Page 3 of 17**

| <b>Support Services</b>                                                       | <b>Hours of Support<br/>(CST)</b> |
|-------------------------------------------------------------------------------|-----------------------------------|
| Dot Release Oracle Applications & Database Upgrades (Non-Production Instance) | 7 – 5 (M-F)                       |
| Oracle Applications and Database Management                                   | 7 – 5 (M-F)                       |
| Production Database Patch Application and Management                          | 24 x 7                            |
| Non-Production Patch Application and Management                               | 24 x 7                            |
| Functional/Technical Help Desk (10 hrs/mo)                                    | 7 – 5 (M-F)                       |
| Application Bug Alerts                                                        | 7 – 5 (M-F)                       |
| Implement Database Backup Scripting                                           | 7 – 5 (M-F)                       |
| Test Database Recovery                                                        | 7 – 5 (M-F)                       |
| Printer Configuration                                                         | 7 – 5 (M-F)                       |
| Proactive Monitoring & Remediation                                            | 24 x 7                            |
| Performance Tuning                                                            | 24 x 7                            |
| Database Refreshes                                                            | 7 – 5 (M-F)                       |
| Status Reports                                                                | Weekly                            |
| Monthly Conference Calls                                                      | As needed                         |
| Patch Log                                                                     | As needed                         |

***Oracle Applications Database Administration Support:***

- Provide installation, patching, and instance management of Oracle Database and Applications.
- Plan and implement a backup strategy for MPHA. Recommend the timing, frequency, and type of backup required to meet the needs of the organization.
- Work with MPHA to test database recovery procedures and provide disaster recovery.
- Provide proactive monitoring tools that offer the ability to detect, solve, and simplify the full range of problems that can arise in any managed environment.
- Diagnose and correct the following: locks, monitoring the length of the queue and identification of lock types, locked objects, and blocked users. Perform tuning management including tuning the initialization parameters and analyzing SQL statements.
- Monitor space usage within the database to facilitate the creation of objects with appropriate sizing parameters as well as monitor the growth of the database segments and resolve any fragmentation issues necessary.
- Adding and configuring printer devices on Oracle Applications.
- Provide for a one point of contact for all Technical Assistance Requests (TARs) related to the Oracle Database and Applications.
- Responsibilities of Concurrent Manager including definition, administration (including

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 4 of 17**

startup and shutdown), problem resolution, and queue maintenance. Concurrent Manager Maintenance shall include purging of concurrent requests, log files, and output directories on a regularly scheduled basis.

- Responsibility for both the Forms and Web servers processes, including startup, shutdown, and problem resolution. This may extend to a multi-node architecture.
- Collect and analyze system performance data for the Database and Host and estimate future capacity requirements using long-term historical data.
- Develop and execute procedures for database refreshes to support MPHA implementation and/or development efforts.
- Apply required maintenance packs and technical upgrades to the Oracle Applications in conjunction with the MPHA requirements.
- At the MPHA's request, provide MPHA Folio detailing all aspects of the Oracle system from hardware to software, including patch levels, OS levels, and all pertinent information.

***Oracle Applications Functional Helpdesk Services:***

- Contractor must have all necessary skills to support MPHA modules.
- Coverage will be during hours (Monday-Friday 7:00 AM-5:00 PM CST).
- Tasks addressed:
  1. Production support for existing Oracle modules.
  2. Assessment of new functional process additions / modifications and impact thereof.
  3. Functional enhancements and workarounds (addition of functionality or modifications to existing enhancements)
  4. Impact analysis and validation of patches.
  5. TAR management including follow-up with Oracle.
  6. Functional testing for incorporating new processes, patches and version upgrades.

***Oracle Applications Technical Helpdesk Services:***

- Contractor will have all necessary skills to support MPHA modules as noted in the Remote DBA proposal and contract.
- Task addressed:
  1. Bug fixes for existing custom programs (complete inventory of programs, design and documentation to be provided by client before commencing the engagement).
  2. Forms, Reports, Interfaces (internal as well as with external third party systems originating from Oracle Apps side), customizations, Business Intelligence modules, etc.

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 5 of 17**

3. Data extracts and Batch programs
4. Performance tuning activity relating to forms, reports and batch programs.

***Functional and Technical Helpdesk Services-Service Level Agreements (SLA's):***

Services requests will be addressed during MPHA business hours (Monday-Friday 7:00 AM – 5:00 PM CST). Service requests will be responded to within (1) Hour after being logged by MPHA during MPHA business hours. Best effort will be applied to resolving all requests with weekly reviews of progress.

***Deliverables:***

MPHA will receive the following deliverables from the Contractor:

End-User Support: Contractor will become familiar with **MPHA's** working environment to provide process based end-user Oracle Financial functional support. This support can be augmented by online assistance so that end-user can provide the error experience for expedited resolution, this may, if deemed critical by **MPHA**, require onsite support.

Status Reports: Contractor will review all critical areas of **MPHA's** Oracle EBS System and provide weekly status reports.

Contractor to provide: All relevant information **MPHA** will need to know about the services, from who to call and escalation procedures to what is included in the service offering.

Conference Calls: The Contractor will initiate monthly conference calls, at **MPHA's** request, to ensure **MPHA's** overall satisfaction and address any upcoming Oracle systems need. **MPHA** will have a clear understanding of any issues that involve **MPHA's** Oracle EBS systems and what steps, if any, the Contractor will need to follow in order to remedy the situation.

Applied Patches Worksheets: The Contractor will provide The Applied Patches Worksheets regularly which will show the Oracle patches that have been applied. By maintaining this spreadsheet, Contractor will be able to make sure **MPHA's** systems are up-to-date with the latest fixes that involve **MPHA** systems. Contractor will keep **MPHA's** EBS system running at its highest performance level.

## **II. TIME OF PERFORMANCE**

The **CONTRACTOR's** service availability shall begin on the date of the Agreement and will continue for two years. The Agreement shall automatically expire at the end of two years without any notice to the **CONTRACTOR**. However, **MPHA** and **CONTRACTOR** may agree to extend the Agreement for up to three additional one year extensions or to terminate the Agreement for convenience or for cause prior to the expiration of the initial two year contract term or any of the one year extensions.

**MPHA/\_\_\_\_\_**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 6 of 17**

**III. AUTHORIZATION TO PERFORM SERVICES**

All service, documents and information to be provided shall be furnished as promptly as possible after request by **MPHA**. The **CONTRACTOR** will proceed with the work in the sequence and order as **MPHA** may request.

**IV. COMPENSATION**

**MPHA** shall pay **CONTRACTOR** for managed and remote database administrative support services required, performed and accepted hereunder, inclusive of all costs and expenses, including Minnesota Sales and Service Tax (6.875%) as applicable, for a *Not-to-Exceed amount of \_\_\_\_\_ and 00/100's Dollars... (\$\_\_\_\_\_)*, at the rate of \$\_\_\_\_\_ per month for the initial two year term of the contract. The monthly rate shall include all costs, expenses and applicable taxes. If the rates or fees do not state that all costs, expenses and taxes are included, **MPHA** will assume the costs, expenses and taxes are included. **MPHA** does not guarantee any work under this Agreement and has the sole discretion to assign or not to assign work as long as the value of the work does not exceed \$\_\_\_\_\_. One-time set up charges of \$\_\_\_\_\_ for application managed service support and remote database support will be paid after the first month's support services have been satisfactorily provided.

**MPHA** shall pay **CONTRACTOR** for Oracle EBS database upgrade and Linux operating system conversion costs (Line 10-Pricing Data Sheet) inclusive of all costs and expenses, including Minnesota Sales and Service Tax (6.875%) as applicable, for a *Not-to-Exceed amount of \_\_\_\_\_ and 00/100's Dollars... (\$\_\_\_\_\_)* after the services have been satisfactorily provided for the not to exceed amount.

**MPHA** shall pay **CONTRACTOR** for Oracle EBS version R12 upgrade inclusive of all costs and expenses (Line 11-Pricing Data Sheet), including Minnesota Sales and Service Tax (6.875%) as applicable, for a *Not-to-Exceed amount of \_\_\_\_\_ and 00/100's Dollars... (\$\_\_\_\_\_)* based on a payment schedule and satisfactory progress as TO BE DETERMINED.

Any additional services beyond the Scope of Services may be performed only upon prior written agreement between **MPHA** and **CONTRACTOR**. No reimbursement will be made for any expenses incurred by **CONTRACTOR** except for expenses specifically agreed to, in advance and in writing, by **MPHA**.

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 7 of 17**

**V. METHOD OF PAYMENT**

**MPHA** will pay the **CONTRACTOR** for services required, inclusive of all costs, expenses and taxes based upon **MPHA's** acceptance of the work items satisfactorily completed as described in the Scope of Services. Each invoice submitted to **MPHA** shall itemize the services performed in the manner specified by the **MPHA**.

No payment will be made for incomplete, inaccurate or defective work until the work has been satisfactorily remedied at no additional cost to **MPHA**. **MPHA's** billing address is:

**Minneapolis Public Housing Authority**  
**Accounts Payable, Suite 307**  
**1001 Washington Avenue North**  
**Minneapolis, MN 55401-1043**

**VI. PROMPT PAYMENT TO SUBCONTRACTORS**

The prime **CONTRACTOR**, pursuant to Minn. Stat. §471.425, Subd. 4a, shall pay any subcontractor within ten (10) days of the prime **CONTRACTOR'S** receipt of payment from **MPHA**, for undisputed services provided by the subcontractor. The prime **CONTRACTOR** is required to pay interest at 1.5% per month or any part of a month to any subcontractor on any undisputed amount not paid on time to the subcontractor.

For an unpaid balance of less than \$100.00, the prime **CONTRACTOR** shall pay the actual penalty due to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. If subcontractor prevails in a civil action to collect interest penalties from a prime **CONTRACTOR** the prime **CONTRACTOR** shall pay the subcontractor's reasonable costs and disbursements, including attorney's fees.

**VII. PERSONNEL**

**CONTRACTOR** represents that it has secured or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel, if any, shall not be employees of or have any contractual relationship with **MPHA**.

**CONTRACTOR** or a subcontractor under **CONTRACTOR's** supervision and with **MPHA's** consent shall perform all required services. All subcontractors shall be fully qualified, authorized or permitted under applicable code, ordinance, law and regulation.

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 8 of 17**

**VIII. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is engaged only to the extent provided in the Agreement. The relationship of **CONTRACTOR** to **MPHA** during the term of this Agreement shall be that of an "independent contractor." **CONTRACTOR** shall perform its services as an independent contractor in accordance with its own methods, the terms of this Agreement and applicable law, regulation and ordinance. **CONTRACTOR** shall report to and perform its services under the direction of **MPHA's** Contract Administrator.

Employees of or other persons engaged by **CONTRACTOR** under this Agreement shall not be employees of **MPHA**. All claims arising under Minnesota Worker's Compensation Act shall be the sole responsibility of **CONTRACTOR**. **CONTRACTOR** shall also have the sole responsibility for all claims, including but not limited to Worker's Compensation claims, arising out of the work or services provided by **CONTRACTOR**, **CONTRACTOR's** employees or subcontractors and any other persons engaged by **CONTRACTOR**.

**IX. RETENTION OF RECORDS**

**CONTRACTOR** shall retain financial records, supporting documents, statistical records and all other records pertinent to the services provided and expenditures made under this Agreement for a period of six (6) years from the end of the Agreement. Records relating to audit findings shall be retained for six (6) years after such findings have been resolved. Records for non-expendable property acquired with funds under this Agreement shall be retained for six (6) years after final disposition of such property. All accounting records including supporting documents pertaining in whole or in part to the Agreement shall be readily accessible to **MPHA** upon written request. If **CONTRACTOR's** entity is dissolved, **MPHA** shall take into custody the original or authorized duplicates of documents described above.

**X. INDEMNIFICATION**

**CONTRACTOR** agrees to defend, indemnify and hold **MPHA**, its officers, directors, employees, agents, successors and assigns harmless from any and all claims, actions, causes of action, suits, demands, judgements, damages, liability, costs or expenses, including but not limited to reasonable attorney's fees that are related to any action or inaction by **CONTRACTOR**, its agents, subcontractors, sub-consultants, delegates or employees arising out of or resulting from the **CONTRACTOR's** duties and obligations under this Agreement.

Except as provided by Article XI, Insurance, **CONTRACTOR** is not obligated to protect, indemnify and save **MPHA**, its officers, directors, employees, agents, successors and assigns

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 9 of 17**

harmless from and against liabilities, losses, damages, costs, expenses including attorney's fees, causes of action, suits, claims, demands and judgements arising from or by reason of the negligent or wrongful acts or omissions of **MPHA** or any of its agents, employees or officers.

**XI. INSURANCE**

Prior to commencement of work, **CONTRACTOR** must furnish **MPHA** with a Certificate of Insurance showing coverage in force throughout the term of this Agreement as described below. The insurance shall be in force on the date of execution of the Agreement and shall remain for the duration of the Agreement. Article XI shall survive the termination of this Agreement.

*Notwithstanding any other provision to the contrary, **CONTRACTOR** shall name **MPHA** as an "additional insured" under general and automobile liability, to defend and indemnify **MPHA** from any claims arising out of or resulting from the operations of this Agreement regardless of whether **MPHA** or **CONTRACTOR** is at fault. Each such policy of insurance shall provide for 30 days advance written notice to **MPHA** prior to the effective date of any cancellation.*

The cost of the insurance required to be obtained by the **CONTRACTOR** and any of its Subcontractors shall be the sole responsibility of the **CONTRACTOR** or Subcontractor and shall not be reimbursable unless otherwise specifically set forth in this Agreement.

**CONTRACTOR** shall pay for the policies of insurance including all deductibles and any retention costs which shall provide protection against claims arising out of or resulting from the operations of this Agreement regardless of whether **MPHA** or **CONTRACTOR** is at fault. The insurance shall provide the minimum coverage and limits specified below:

- 1) **WORKER'S COMPENSATION** in accordance with Minnesota Worker's Compensation laws for all of **CONTRACTOR**'s employees engaged under this Agreement and Coverage B with policy limits of \$100,000 per accident.
- 2). **COMMERCIAL GENERAL LIABILITY** providing comprehensive general liability, bodily injury and property damage coverage with minimum limits of \$1,500,000 per occurrence. The policy shall cover all claims arising out of or resulting from the operations of this Agreement regardless of whether **MPHA** or **CONTRACTOR** is at fault.
- 3). **AUTOMOBILE LIABILITY** on owned, non-owned and hired motor vehicles used on or in connection with work under this Agreement for a combined minimum limit for bodily injury and property damage of \$1,000,000 per

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 10 of 17**

occurrence.

- 4). **PROFESSIONAL LIABILITY** – Professional Liability Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in this Agreement in the minimum limit of liability of \$1,500,000 per claim. Deductible not to exceed \$5,000.

**XII. TERMINATION OF AGREEMENT**

**MPHA** may terminate this Agreement at any time for cause or without cause by giving written notice of its intent to terminate at least fourteen (14) calendar days prior to the effective date of the termination. Cause shall include, but is not be limited to, the breach of any covenant, term or provision and the failure to timely do or complete any duty or obligation under this Agreement. Under this paragraph, **CONTRACTOR's** completed work shall be the property of **MPHA** and the **CONTRACTOR** shall be entitled to receive just and equitable compensation for work satisfactorily completed. If the Agreement expires at the end of its designated term, **MPHA** does not have to give notice of the expiration.

**CONTRACTOR** shall not be relieved of liability to **MPHA** for damages sustained by **MPHA** by any breach of this Agreement by **CONTRACTOR**. **MPHA** may withhold any payments to **CONTRACTOR** until the exact amount of damages due **MPHA** from **CONTRACTOR** are determined.

No remedy available to **MPHA** provided by this Agreement, law, regulations or equity shall be exclusive of any other remedy. All remedies shall be cumulative and may be exercised at **MPHA's** sole discretion.

**XIII. CHANGES**

**MPHA** may request changes in the Scope of Services or other changes. All substantial or material changes, including any increase in the **CONTRACTOR's** Fee Schedule or any increase in the Agreement's not-to-exceed amount shall be incorporated by a written amendment to this Agreement, signed by the parties.

**XIV. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Pursuant to Executive Orders 11246 and 11375 and Minneapolis Civil Rights Ordinance Title 7, Ch. 139, 141 and 142, the **CONTRACTOR** will not discriminate or retaliate against any employee, applicant for employment or other person because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status, public assistance status or veteran status. **CONTRACTOR** shall take affirmative action to ensure that

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 11 of 17**

employment applicants and employees are treated fairly without regard to their race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status, public assistance status or veteran status. Actions include, but not be limited to employment, promotion, demotion or transfer, recruitment, recruitment advertising; layoff, termination; rates of pay, forms of compensation; selection for training and apprenticeship. **CONTRACTOR** shall post non-discrimination notices provided by **MPHA** in conspicuous places for employees and employment applicants.

In all solicitations or advertisements for employees, agents and subcontractors, **CONTRACTOR** shall state that qualified applicants shall receive consideration for employment without regard to their affectional preference, disability, age, marital status, public assistance status or veteran status and comply with Minneapolis Code 139, Supp. 1976. **CONTRACTOR** agrees to abide by the provisions of 41-CFR 60-741.1, 60-250.4, 60-2.1, 60-4.3.

All documents and materials produced by the **CONTRACTOR** shall include proper Equal Opportunity Housing Logotypes and information as required by the U.S. Department of Housing and Urban Development (HUD). **CONTRACTOR** agrees to comply, in writing, with all applicable Equal Opportunity and Affirmative Action laws, regulations and ordinances.

**XV. 24 CFR §135, SECTION 3 CLAUSE**

All contractors/vendors awarded a contract for any dollar amount with **MPHA** must be in compliance with Section 3. Section 3 is part of the Housing and Urban Development Act of 1968 with the purpose of ensuring employment and other economic development opportunities for low income persons when federal dollars are expended. **CONTRACTOR** shall include the Section 3 Clause, 24 CFR §135, with all contracts and give to all subcontractors hired for this project, as follows:

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 12 of 17**

agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- F. 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.
- G. 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 Action (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 (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. 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).

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 13 of 17**

**XVI. COMPLIANCE WITH APPLICABLE LAWS**

**CONTRACTOR** shall comply with all applicable regulations, laws, directives and ordinances of the Federal, State and local governments.

**XVII. ASSIGNABILITY**

**CONTRACTOR** shall not assign any interest or transfer any interest whether by assignment or novation under this Agreement without the prior written approval of **MPHA**. An assignment or transfer in violation of this section is null and void and unenforceable as against **MPHA**.

**XVIII. INTEREST OF MEMBERS OF MPHA**

None of **MPHA's** officers, employees, members of its governing body or agents who exercise any function or responsibility under this Agreement shall have any direct or indirect interest under this Agreement.

**XIX. STATE AND FEDERAL DATA PRIVACY STATEMENT**

The **CONTRACTOR** providing services under this Agreement may have access to data that is subject to the Minnesota Government Data Practices Act and applicable Federal law. **CONTRACTOR** shall maintain the confidential nature of all data received under this Agreement. The unauthorized disclosure of data is subject to civil and criminal penalties under the Minnesota Government Data Practices Act and Federal law.

Any person performing services under this Agreement and having access to data that is subject to the Minnesota Government Data Practices Act and/or Federal law shall sign and return an original "*Data Privacy Statement*."

**XX. OWNERSHIP AND USE OF DOCUMENTS**

All documents, materials, data and records generated as a result of this Agreement shall remain the property of **MPHA** whether the project is completed or not. **CONTRACTOR** may retain reproducible copies of any material classified as "public" for information and reference. If this Agreement results in any material to be copyrighted, the author may copyright the work that is classified as "public". However, the Federal Grantor Agency will have the right to the royalty-free, not exclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 14 of 17**

**XXI. AUDITS AND INSPECTIONS**

As often as **MPHA** deems necessary and during business hours, **MPHA**, or the Federal Government shall audit, examine, make excerpts or transcripts of, or reproduce all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other records relating to any matter under this Agreement.

Any deficiencies in audit reports within thirty (30) days after the **CONTRACTOR** receives the audit report shall be cleared by the **CONTRACTOR** and with the consent of **MPHA**. The **CONTRACTOR'S** failure to comply with the audit requirements shall be a violation of this Agreement and may result in termination of this Agreement for cause and/or **MPHA's** withholding of future payments.

**XXII. OFFICIAL NOT TO BENEFIT**

No members of or delegate to the United States Congress and no resident commissioner shall have a share, interest or benefit under this Agreement.

**XXIII. NOTICES**

A required Notice of Termination under this Agreement between the parties shall be delivered personally or by registered or certified mail, postage prepaid and return receipt requested to:

- 1). **CONTRACTOR's** personal representative at:

\_\_\_\_\_  
\_\_\_\_\_  
*Attention:* \_\_\_\_\_

and;

- 2). **MPHA's** representative at:

*Minneapolis Public Housing Authority  
1001 Washington Avenue North  
Minneapolis, MN 55401-1043  
Attention: Shabbir Yusufali*

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 15 of 17**

Either party may designate, in writing, a change of address or representative by complying with the delivery requirements under this section.

**XXIV. REPRESENTATION AND WARRANTIES**

**A. CONTRACTOR's Representations and Warranties**

**CONTRACTOR** represents and warrants to **MPHA** that it is now and will be throughout the term of this Agreement, a \_\_\_\_\_, duly organized and existing in good standing under the laws of the State of \_\_\_\_\_. **CONTRACTOR** further represents and warrants that it has all the requisite power and authority to enter into this Agreement and perform the obligations and duties under this Agreement. The execution, delivery and performance of this Agreement by the **CONTRACTOR**, is and will be throughout the term of this Agreement, duly authorized and approved by the **CONTRACTOR**. This Agreement constitutes a valid and binding obligation of **CONTRACTOR**.

**B. MPHA's Representations and Warranties**

**MPHA** represents and warrants to **CONTRACTOR** that it is now and shall remain throughout the Term of this Agreement, a body politic and corporate, duly created, organized and existing under the local law and ordinance. **MPHA** further represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform the obligations and duties. The execution, delivery and performance of this Agreement by **MPHA** is and will continue to be throughout the Term of this Agreement, duly authorized and approved by **MPHA's** Board of Commissioners. This Agreement constitutes a valid and binding obligation of **MPHA** in accordance with its terms.

**XXV. GENERAL PROVISIONS**

**A. Waiver**

The failure of either party to insist upon the other party's strict performance of the covenants, conditions or respective obligations and duties or to exercise any option, remedy or right under this Agreement shall not operate as a waiver of the party's rights in the future to demand strict performance of any covenant, term or condition or to exercise any option, remedy or right under this Agreement or by law or equity, all of which shall remain in full force and effect. A party's waiver of a covenant, term or condition of this Agreement shall not be a waiver of a subsequent breach of the same covenant, term or condition. A party's required consent or approval to the act of the other party shall not be a waiver of the waiving party's consent or approval to a subsequent or similar act. A party shall not waive the breach of a covenant, term or

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**

**Page 16 of 17**

condition of this Agreement until the waiving party signs and designates the waiver in writing.

**B. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Each party agrees that any suit or action brought under this Agreement shall be venued in a court of competent jurisdiction located in the City of Minneapolis, County of Hennepin and State of Minnesota.

**C. Entire Agreement**

This Agreement contains the entire understanding between the parties and supercedes any prior understanding and/or agreement regarding the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by the parties.

**D. Time is of the Essence**

Both parties acknowledge and agree that time is of the essence in this Agreement.

**E. Titles and Captions**

All section titles or captions contained in this Agreement are for convenience and shall not be deemed part of the context nor affecting interpretation of this Agreement.

**F. Agreement Documents and Conflict of Terms**

This Agreement includes the documents listed below. In any conflict between or among the terms of the Agreement or Agreement Documents, the terms set forth in each document shall control in the following order:

- 1) General Contract Conditions, Non-Construction, HUD Form 5370-C
- 2) Agreement
- 3) Pricing Data Sheet
- 4) Request for Proposal (RFP)
- 5) Contractor's Response

**MPHA/**  
**PROFESSIONAL SERVICE AGREEMENT**  
**MPHA Contract #PH-12.26**  
**Page 17 of 17**

**IN WITNESS WHEREOF, MPHA and CONTRACTOR** have executed this Agreement effective as of the date **MPHA's** Contracting Officer signs this Agreement.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**MINNEAPOLIS PUBLIC HOUSING AUTHORITY**

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Carol Kubic  
Its: Legal Counsel  
(As to Form and Execution)

DATE: \_\_\_\_\_

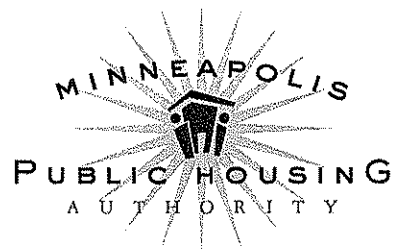
By: \_\_\_\_\_

Tim Durose  
Its: Deputy Executive Director / CFO

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Dennis Goldberg  
Its: Deputy Executive Director / COO



# **REQUEST FOR PROPOSALS (RFP)**

**ATTACHMENT NO. 4**

## **CERTIFICATE OF INSURANCE**

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/27/09

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR (ADD'L LTR. INSR) | TYPE OF INSURANCE                                                                             | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                                                                 |
|------------------------|-----------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|----------------------------------------------------------------------------------------|
| A                      | GENERAL LIABILITY                                                                             |               |                                  |                                   | EACH OCCURRENCE \$ 1,500,000                                                           |
|                        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                              |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                                           |
|                        | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                           |               |                                  |                                   | MED EXP (Any one person) \$ 10,000                                                     |
|                        |                                                                                               |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,500,000                                                     |
|                        |                                                                                               |               |                                  |                                   | GENERAL AGGREGATE \$ 1,500,000                                                         |
|                        | GEN'L AGGREGATE LIMIT APPLIES PER:                                                            |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 1,500,000                                                    |
|                        | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |               |                                  |                                   |                                                                                        |
| A                      | AUTOMOBILE LIABILITY                                                                          |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|                        | <input checked="" type="checkbox"/> ANY AUTO                                                  |               |                                  |                                   | BODILY INJURY (Per person) \$                                                          |
|                        | <input type="checkbox"/> ALL OWNED AUTOS                                                      |               |                                  |                                   | BODILY INJURY (Per accident) \$                                                        |
|                        | <input type="checkbox"/> SCHEDULED AUTOS                                                      |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$                                                      |
|                        | <input checked="" type="checkbox"/> HIRED AUTOS                                               |               |                                  |                                   |                                                                                        |
|                        | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                           |               |                                  |                                   |                                                                                        |
|                        | GARAGE LIABILITY                                                                              |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$                                                             |
|                        | <input type="checkbox"/> ANY AUTO                                                             |               |                                  |                                   | OTHER THAN EA ACC \$                                                                   |
|                        |                                                                                               |               |                                  |                                   | AUTO ONLY: AGG \$                                                                      |
| B                      | EXCESS/UMBRELLA LIABILITY                                                                     |               |                                  |                                   | EACH OCCURRENCE \$                                                                     |
|                        | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                |               |                                  |                                   | AGGREGATE \$                                                                           |
|                        | <input type="checkbox"/> DEDUCTIBLE                                                           |               |                                  |                                   | \$                                                                                     |
|                        | <input type="checkbox"/> RETENTION \$                                                         |               |                                  |                                   | \$                                                                                     |
|                        |                                                                                               |               |                                  |                                   | \$                                                                                     |
| C                      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                 |               |                                  |                                   | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|                        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?                                     |               |                                  |                                   | E.L. EACH ACCIDENT \$ Must Have                                                        |
|                        | If yes, describe under SPECIAL PROVISIONS below                                               |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ Workers                                                  |
|                        |                                                                                               |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ Comp.                                                   |
|                        | OTHER                                                                                         |               |                                  |                                   |                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

MINNEAPOLIS PUBLIC HOUSING AUTHORITY (MPHA) IS A NAMED ADDITIONAL INSURED AS IT RELATES TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY

## CERTIFICATE HOLDER

Minneapolis Public Housing Authority  
1001 Washington Ave. N.  
Minneapolis, MN 55401  
Attn: Larry Bruckner

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

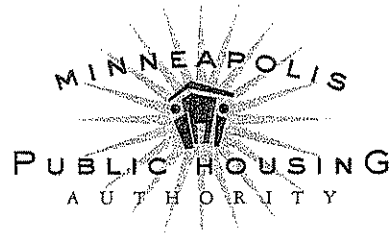
## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# **REQUEST FOR PROPOSALS (RFP)**

**ATTACHMENT NO. 5**

## **STATE AND FEDERAL DATA PRIVACY STATEMENT**

STATE AND FEDERAL DATA PRIVACY  
STATEMENT

MPHA CONTRACT

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

AND

---

*I, the undersigned, understand that any person performing services under this Professional Service Agreement may have access to information that is classified as "non-public" or "not-public" under the Minnesota Government Data Practices Act and applicable Federal Law.*

*I represent that all persons will keep the information private or confidential in compliance with the Minnesota Government Data Practices Act and applicable Federal Law. I understand that the unauthorized disclosure of such data may be subject to civil and criminal penalties.*

DATE: \_\_\_\_\_

\_\_\_\_\_  
Print or Type

\_\_\_\_\_  
Relationship to Contractor

\_\_\_\_\_  
Signature



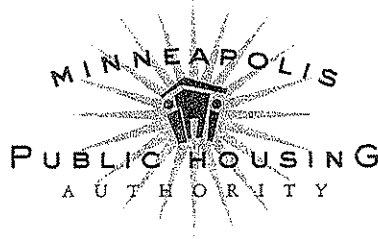
# **REQUEST FOR PROPOSALS (RFP)**

**ATTACHMENT NO. 6**

## **SECTION 3 INFORMATIONAL SUMMARY**

### SECTION 3 CLAUSE

- A. The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR, Part 135, the contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of this regulation.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR, Part 135.
- F. 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.
- G. 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 (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. 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)



### SECTION 3 BUSINESS CERTIFICATION PROCEDURES

1. **Submit a Section 3 Business Certification from a government entity in the Metropolitan Area.** You may become a certified Section 3 business by submitting to Minneapolis Public Housing Authority's (MPHA) Procurement Department a current Section 3 Certificate from another government entity in the Metropolitan Area.
2. **Comply with MPHA's Section 3 Certification Program.** To receive a Section 3 business certification from MPHA, the business must comply with MPHA's procedures which are listed below in Part 5. If you have any questions or are a business owned by MPHA residents or are a Youthbuild program, contact the person listed below.
3. **The Metropolitan Area** includes MN counties: Anoka; Carver; Chisago; Dakota; Hennepin; Isanti; Ramsey; Scott; Sherburne; Washington; and Wright and WI Counties: Pierce; and St. Croix.
4. **Before a contract is awarded,** MPHA may request a Section 3 business to provide adequate documentation that the Section 3 business is responsive and has the ability to successfully perform the terms and conditions of the contract.
5. **MPHA's Section 3 Business Certification Procedures.**
  - a. Contact MPHA's Procurement Department to request a Section 3 Certification Packet.
  - b. Provide to MPHA the required documentation and a completed Section 3 Business Certification Form.
  - c. Assist MPHA in verifying your Section 3 business eligibility.
  - d. If approved, MPHA will issue a Section 3 business certification.
  - e. Notify MPHA of any changes that may affect your certification.
  - f. MPHA may review your Section 3 Business Certification on an annual basis.
6. **Questions and Forms.** To obtain any Section 3 form or for questions, please contact Ben Jackson, MPHA's Buyer/Section 3 Coordinator: phone at 612-342-1424; fax at 612-335-4496; and e-mail at [bjackson@mplspha.org](mailto:bjackson@mplspha.org). Also, some forms and information may be on MPHA's website at: [www.mphaonline.org](http://www.mphaonline.org).

Rev. 02/12



## **MPHA'S SECTION 3 CONTRACTING & EMPLOYMENT GOALS**

### **A. PUBLIC HOUSING AUTHORITY SECTION 3 REQUIREMENTS**

Section 3 requirements for a public housing authority are different from the Section 3 requirements for a city. Below is a brief summary of the Section 3 requirements for MPHA.

### **B. SECTION 3 OVERVIEW**

1. **Section 3 Purpose.** Section 3 is part of the Housing and Urban Development Act of 1968. Its purpose is to provide economic development opportunities for and employment to low income persons when federal dollars are expended in construction and non-construction or service contracts. Contracts solely for goods or materials are not covered by Section 3. A contractor who is awarded a Section 3 contract must to the "greatest extent feasible" comply with the contracting and employment goals. See 24 C.F.R. § 135.
2. **Greatest Extent Feasible.** Every Section 3 contractor, which includes the general contractor and all subcontractors, has a duty to the "greatest extent feasible" to meet the contracting and employment goals. The contractor must take every reasonable affirmative action to meet the goals. The duty may be more than soliciting bids or advertising contracting and employment opportunities. If appropriate, a contractor may give preferential treatment to a Section 3 business or resident and may be obligated to train Section 3 residents. Every contractor must show that it took every affirmative action to comply with the goals.
3. **Metropolitan Area.** The goals require contracting with Section 3 businesses and hiring Section 3 residents in the Metropolitan Area as defined by the Office of Management and Budget (OMB). MPHA's Metropolitan Area includes eleven counties in MN: Anoka; Carver; Chisago; Dakota; Hennepin; Isanti; Ramsey; Scott; Sherburne; Washington; and Wright; and two counties in WI: Pierce; and St. Croix.
4. **Section 3 Clause.** The Section 3 clause is a document prepared by HUD which must be included in all contracts and subcontracts and be given to all subcontractors on a Section 3 project whether or not they are a Section 3 business.
5. **Weekly Reporting.** All contractors and the general contractor must complete the attached Section 3 Contractor Compliance Reporting Form each week. This form is submitted through LCP Tracker.
6. **Web Access for Section 3 Regulations.** A website for Section 3 federal regulations is at: [www.access.gpo.gov/nara/cfr/index.html](http://www.access.gpo.gov/nara/cfr/index.html). At the website, type "24CFR135".

**C. SECTION 3 RESIDENT DEFINITIONS AND PRIORITIES**

**The definitions and priorities for Section 3 residents are defined in 24 C.F.R. § 135.5 & § 135.34 (a)(1)(i)–(iv).** Training and employment opportunities must be awarded in the following priority.

Priority 1: An MPHA resident living in the Asset Management Projects (AMP) where the work will be performed. MPHA has nine AMPs and will identify the AMP where the work is performed.

Priority 2: An MPHA resident who does not live in the AMP where the work will be performed. MPHA has nine AMPs and will identify the AMP where the work is performed.

Priority 3: A participant in a Youthbuild Program which is a federal or state program that provides job training to 16 to 24 year olds who are at risk of dropping out of school in MPHA's Metropolitan Area. The Youthbuild providers in the Metropolitan Area include: Carver Scott Educational Cooperative (Chaska); Central MN Jobs (Monticello); City Academy (St. Paul); Guadalupe Alternative Programs (St. Paul); and Tree Trust (Minneapolis).

Priority 4: A resident of the Metropolitan Area who is a low-income person as defined by HUD. A low-income person is a family whose household gross income does not exceed 80% of the median income. The chart below shows the household income eligibility by family size.

| <u>Family Size</u> | <u>Income</u> | <u>Family Size</u> | <u>Income</u> |
|--------------------|---------------|--------------------|---------------|
| 1                  | \$45,500      | 5                  | \$70,200      |
| 2                  | \$52,000      | 6                  | \$75,400      |
| 3                  | \$58,500      | 7                  | \$80,600      |
| 4                  | \$65,000      | 8                  | \$85,800      |

**D. CONTRACTING WITH SECTION 3 BUSINESSES**

**1. Section 3 Contracting Goals.** Federal law states that "to the greatest extent feasible" at least 10% of the total dollar amount of all construction contracts and at least 3% of the total amount of all professional service or non-construction contracts should be awarded to Section 3 businesses. A contractor may meet the goal by becoming a certified Section 3 business. Construction contracts include: repair; maintenance; modernization; and development and does not include contracts **solely** for goods or materials. If a contract is for goods and work, the entire contract amount is subject to the Section 3 goals.

2. **The Definitions and Priorities for a Section 3 Business are defined in 24 C.F.R. § 135.36 (a)(1)(i)-(iv).** Contracts must be awarded in the following priority.

Priority 1 is a business that is 51% or more owned by MPHA resident(s) who reside in the AMP where the work is performed or whose full time permanent work force, which may be seasonal, includes 30% of the MPHA residents in the AMP.

Priority 2 is a business: a) that is 51% or more owned by MPHA residents who do not live in the AMP; b) whose full time permanent workforce, which may be seasonal, includes 30% of the MPHA residents who do not live in the AMP.

Priority 3 is a Youthbuild program within the Metropolitan Area. Please see above Section 3, Priority 3.

Priority 4 is a business: a) that is owned by Section 3 resident(s) living in the Metropolitan Area; b) whose full time permanent workforce, which may be seasonal, includes 30% of Section 3 residents living in the Metropolitan Area; c) that subcontracts 25% of the contract award to Section 3 businesses in the Metropolitan Area.

3. **Priority 4c Section 3 Business.** A Section 3 business under Category 4c above who does not contract 25% of its contract award with a Category 4a or 4b Section 3 business will lose its Section 3 status and must comply with the 10% contracting goals for construction contracts and 3% contracting goal for professional service or non-construction contracts.

4. **Section 3 Business Certification.** A business may qualify as a Section 3 business in two ways.

a. The business may submit to MPHA a Section 3 Certification from any government entity in the Metropolitan Area.

b. The business may seek certification from MPHA. The business must submit to MPHA documentation of its Section 3 business status and completed certification forms.

5. **Bid Submission Documentation.** All entities or persons submitting bids or proposals must demonstrate their Section 3 efforts by submitting letters of intent that they will subcontract at least 10% (construction) and 3% (professional service or non-construction ) of the total contract award to Section 3 businesses or contracts with Section 3 businesses contingent upon an award of the MPHA work.

6. **Responsible Business.** Prior to the award of a contract, the MPHA may request that a Section 3 business provide adequate documentation of ability to perform successfully under the specifications, terms and conditions of the contract.

7. **Section 3 Business List.** Attached is a list of certified Section 3 businesses that you may select in meeting the 10% contracting goal for construction contracts and the 3% contracting goal for professional service or non-construction contracts.

**E. EMPLOYMENT OF SECTION 3 RESIDENTS**

1. **Employment Goals.** "To the greatest extent feasible" at least 30% of the contractor's new hires at all levels shall be Section 3 residents. See 24 C.F.R. § 135.30(b). A contractor may count a newly hired permanent, temporary or seasonal employee as a Section 3 resident for the first three years of employment.

2. **Section 3 Resident Certification.** A person claiming Section 3 status must complete and provide to MPHA the resident certification form. MPHA will certify all persons claiming Section 3 resident status.

**F. FAILURE TO COMPLY**

1. **Greatest Extent Feasible Form.** If you are unable to meet the contracting and employment goals, you must submit to MPHA a completed form demonstrating the affirmative action taken to comply with the "greatest extent feasible" requirement.

2. **False Information.** Any person who submits false or inaccurate information to MPHA regarding Section 3 certifications or compliance with goals may lose an awarded contract or be declared non-responsive for future contracting opportunities with MPHA. Also, MPHA may report misconduct to HUD for further sanctions.

**G. QUESTIONS AND FORMS** To obtain any Section 3 form or for questions, please contact Ben Jackson, MPHA's Buyer/Section 3 Coordinator, phone at 612-342-1424; fax at 612-335-4496; and e-mail at [bjackson@mplspha.org](mailto:bjackson@mplspha.org). Also, some forms and information may be on MPHA's website at: [www.mphaonline.org](http://www.mphaonline.org)

**EQUAL HOUSING OPPORTUNITY / EQUAL EMPLOYMENT OPPORTUNITY**

2/1/2012

**E. EMPLOYMENT OF SECTION 3 RESIDENTS**

1. **Employment Goals.** "To the greatest extent feasible" at least 30% of the contractor's **new hires** at all levels shall be Section 3 residents. See 24 C.F.R. § 135.30(b). A contractor may count a newly hired permanent, temporary or seasonal employee as a Section 3 resident for the first three years of employment.

2. **Section 3 Resident Certification.** A person claiming Section 3 status must complete and provide to MPHA the resident certification form. MPHA will certify all persons claiming Section 3 resident status.

**F. FAILURE TO COMPLY**

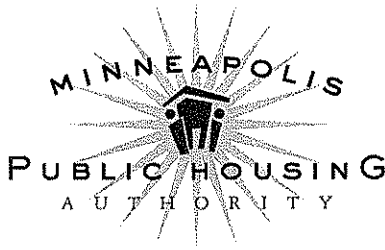
1. **Greatest Extent Feasible Form.** If you are unable to meet the contracting and employment goals, you must submit to MPHA a completed form demonstrating the affirmative action taken to comply with the "greatest extent feasible" requirement.

2. **False Information.** Any person who submits false or inaccurate information to MPHA regarding Section 3 certifications or compliance with goals may lose an awarded contract or be declared non-responsive for future contracting opportunities with MPHA. Also, MPHA may report misconduct to HUD for further sanctions.

**G. QUESTIONS AND FORMS** To obtain any Section 3 form or for questions, please contact Ben Jackson, MPHA's Buyer/Section 3 Coordinator, phone at 612-342-1424; fax at 612-335-4496; and e-mail at [bjackson@mplspha.org](mailto:bjackson@mplspha.org). Also, some forms and information may be on MPHA's website at: [www.mphaonline.org](http://www.mphaonline.org)

**EQUAL HOUSING OPPORTUNITY / EQUAL EMPLOYMENT OPPORTUNITY**

2/1/2012



# **REQUEST FOR PROPOSALS (RFP)**

**\*ATTACHMENT NO. 7**

**W/MBE  
AND  
SECTION 3  
PARTICIPATION STATEMENT**

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

Notice to Bidders

WOMEN AND MINORITY-OWNED BUSINESS  
AND SECTION 3 BUSINESS PARTICIPATION CERTIFICATION

Failure to Complete this W/MBE and Section 3 Participation Certification May Disqualify Your Bid

MPHA has established minimum Women and Minority-Owned Business (W/MBE) and Section 3 Business goals. MPHA's participation goals are based upon the contract amount and are 7% for women-owned businesses, 20% for minority-owned businesses and 10% for Section 3 businesses. To the greatest extent feasible, bidders shall attempt to reach or, if possible exceed, these goals.

Bidder shall document their efforts to meet the W/MBE and Section 3 participation goals by completing this Certification form. Bidder shall solicit quotes from W/MBE and Section 3 businesses or explain in detail why quotes were not received. Bidder will also list the W/MBE and Section 3 businesses that it intends to contract with and state the percentage of their work based upon the total bid amount.

- A. The Bidder solicited the following WBE, MBE and Section 3 Businesses for quotes in preparing this bid.

| <u>WBE</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
|------------|----------------------------------|-----------------------------------|-------------------------------|
|------------|----------------------------------|-----------------------------------|-------------------------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

| <u>MBE</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
|------------|----------------------------------|-----------------------------------|-------------------------------|
|------------|----------------------------------|-----------------------------------|-------------------------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

| <u>Section 3</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
|------------------|----------------------------------|-----------------------------------|-------------------------------|
|------------------|----------------------------------|-----------------------------------|-------------------------------|

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

B. If awarded the contract, Bidder intends to subcontract work to or buy materials from the following W/MBE and Section 3 businesses.

|            |                                  |                                   | % of Total                    |
|------------|----------------------------------|-----------------------------------|-------------------------------|
| <u>WBE</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
| _____      | _____                            | _____                             | _____                         |
| _____      | _____                            | _____                             | _____                         |
| _____      | _____                            | _____                             | _____                         |

|            |                                  |                                   | % of Total                    |
|------------|----------------------------------|-----------------------------------|-------------------------------|
| <u>MBE</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
| _____      | _____                            | _____                             | _____                         |
| _____      | _____                            | _____                             | _____                         |
| _____      | _____                            | _____                             | _____                         |

|                  |                                  |                                   | % of Total                    |
|------------------|----------------------------------|-----------------------------------|-------------------------------|
| <u>Section 3</u> | <u>Subcontractor or Supplier</u> | <u>Address &amp; Phone Number</u> | <u>Type of Trade/Material</u> |
| _____            | _____                            | _____                             | _____                         |
| _____            | _____                            | _____                             | _____                         |
| _____            | _____                            | _____                             | _____                         |

I certify on behalf of the Bidder that Bidder has solicited the above quotes and intends to contract with the businesses listed above.

Legal Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# **REQUEST FOR PROPOSALS (RFP)**

**\*ATTACHMENT NO. 8**

## **CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS**

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

**3. Certificate of Independent Price Determination**

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

Signature & Date:

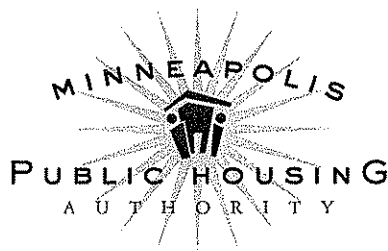
---

Typed or Printed Name:

---

Title:

---



# **REQUEST FOR PROPOSALS (RFP)**

**\*ATTACHMENT NO. 9**

## **CERTIFICATE OF ACKNOWLEDGEMENT**

MINNEAPOLIS PUBLIC HOUSING AUTHORITY

CERTIFICATE OF ACKNOWLEDGEMENT

The Principal(s) of the company submitting the Bid is/are (list each):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Name of Bidder/Company)

\_\_\_\_\_  
(Official Business Address Including Zip Code + 4)

\_\_\_\_\_  
(Signature of Bidder/Principal)

\_\_\_\_\_  
(Title)

Federal Tax I.D. #: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: ( \_\_\_\_\_ )

LICENSE # \_\_\_\_\_  
(City of Minneapolis)

LICENSE # \_\_\_\_\_  
(State of Minnesota)

Certificate of Acknowledgement Must Be Completed and Properly Notarized

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATION

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me, a Notary Public for the county, personally appeared \_\_\_\_\_  
and \_\_\_\_\_, to me personally known, who, being by me duly sworn,  
did say that they are respectively the \_\_\_\_\_ and the \_\_\_\_\_  
of \_\_\_\_\_, the corporation named in the foregoing  
instrument. The seal affixed to the instrument is the corporate seal of the corporation, and that the  
instrument was signed and sealed in behalf of the corporation by authority of its Board of  
\_\_\_\_\_ and the \_\_\_\_\_ acknowledges the instrument to be the  
free act and deed of the corporation.  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_  
County of \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT BY PARTNERSHIP

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me, a Notary Public for the county, personally appeared \_\_\_\_\_  
and \_\_\_\_\_, to me personally  
known to be all of the Partners doing business under the Partnership name of \_\_\_\_\_  
executed the foregoing instrument and acknowledge that the seal affixed to the instrument is the  
seal of the partnership, and that the instrument was signed and sealed in behalf of the partnership  
and the partners acknowledge the instrument to be the free act and deed of the partnership.  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_  
County of \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me, a Notary Public for the county, personally appeared \_\_\_\_\_  
to me known to be the person \_\_\_\_\_ described in and  
who executed the foregoing instrument and acknowledges to me that he/she executed the same as  
his/her own free act and deed.  
My Commission Expires \_\_\_\_\_ Notary Public \_\_\_\_\_  
County of \_\_\_\_\_