

Minneapolis Public Housing Authority

**REQUEST FOR QUALIFICATIONS (RFQ)
No. R17001**

Pool of Abatement Contractors



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INTRODUCTION

The Minneapolis Public Housing Authority (the Agency) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families, within the City of Minneapolis, MN. The Agency is headed by an Executive Director (ED) and is governed by a nine-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR) and the Agency's procurement policy.

Currently, the Agency owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 184 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. The Agency currently employs approximately 280 employees.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in their entirety.

RFQ INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON [NOTE: Unless otherwise specified, any reference to "Buyer" shall be a reference to Ms. Prahm.]	Molly Prahm, Buyer Telephone: (612) 342-1469 E-Mail: mprahm@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE RFQ DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access ha.economicengine.com (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866) 526-9266.
PRE-PROPOSAL CONFERENCE	Tuesday, April 4, 2017, 10:00 AM CST 1001 Washington Avenue North, Minneapolis, MN 55401
DEADLINE TO SUBMIT QUESTIONS	Friday, April 14, 2017, 3:00 PM CST
HOW TO FULLY RESPOND TO THIS RFQ BY SUBMITTING A PROPOSER SUBMITTAL	As instructed within Section 3.0 of the RFQ document, submit 3 copies of your "hard copy" proposal to the Procurement Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Wednesday, April 26, 2017, 3:00 PM CST Procurement Office 1001 Washington Ave N, Minneapolis, MN 55401 The required "hard copy" proposals must be received by the MPHA no later than 3:00pm CST.

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not award a contract pursuant to this RFQ.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 day's written notice to the successful proposer(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFQ.
- 1.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of CO.
- 1.6 Right to Reject Any Proposals.** Reject and not consider any proposals that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 1.8 Right to Prohibit.** At any time during the RFQ or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed. By accessing the ha.economicengine.com eProcurement Marketplace (the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed or of any item that is issued by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective proposer, of any responsibility pertaining to such issue.
- 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is seeking proposals from qualified and licensed vendors to furnish all labor, tools, materials, supplies, and equipment to provide asbestos and lead abatement services at its various properties throughout Minneapolis on an as-needed basis. The successful proposer(s) shall perform the specified work at any of the Agency properties, which consist of 42 high-rise apartment buildings, 753 single family homes, and 184 townhome units all located throughout the City of Minneapolis.

2.1 General Requirements. The Agency is conducting this Request for Qualifications (RFQ) competitive solicitation process as allowed by and detailed within Section 6.14 of HUD Procurement Handbook 7460.8 REV 2.

2.1.1 Forming a Pool of Contractors (Pool). The Agency is first conducting this RFQ process to receive technical proposals from contractors to qualify those firms to be placed in a Pool of Contractors eligible to provide asbestos and lead abatement services.

2.1.1.1 Potential Re-opening the RFQ. In the interest of maintaining an adequately sized pool of available contractors, the Agency reserves the right to re-open the RFQ at any time during the period of time after the RFQ deadline and after the “Pool” has been formed.

2.1.1.1.1 This re-opening may especially occur if, for example, additional contractors contact the Agency to inform the Agency of their desire to compete to be placed in the Pool; or may occur if the contractors already in the Pool are not as competitive (both in participation and/or bid costs) as the Agency desires. In any case, the Agency will consider re-opening the Pool at least once every year.

2.1.1.1.2 If the Agency does re-open the Pool, the contractors who have already been placed in the Pool are not required to again compete—such firms will just stay in the Pool.

2.1.1.1.3 The Agency reserves the right to terminate any firm from the Pool for any reason that would, in the Agency’s opinion, result in contract termination in any other condition.

2.1.2 Asbestos Abatement.

2.1.2.1 It shall be the Contractor’s responsibility to furnish all labor, mobilization, materials, services, permits, equipment, utility and transportation services required and necessary for the removal, transportation, and disposal of asbestos-containing

materials (ACMs) and asbestos-contaminated materials as directed by the Agency.

2.1.2.2 The Contractor shall perform all necessary preparation work in order to properly provide asbestos abatement services. This includes, but is not limited to, properly pre-cleaning all work area surfaces, removal of all moveable objects within the work area, and any other tasks as required by applicable law, rules, and regulations.

2.1.2.3 Removal Surfaces. Asbestos shall be removed from various surfaces, including but not limited to:

2.1.2.3.1 Ceilings, ceiling plates and joists, acoustical tiles, nailed or glued ceiling tiles, suspended ceiling tiles, metal grid work, wire hangers, plaster ceiling systems;

2.1.2.3.2 Cement block walls and cement flooring;

2.1.2.3.3 Conduit, writing trays and forms including sonnet tubes for concrete;

2.1.2.3.4 Doors;

2.1.2.3.5 Ductwork, ductwork insulation, and metal hangers;

2.1.2.3.6 Exterior walls and exterior ceiling diffusers associated with the heating, ventilation and air conditioning (HVAC) system;

2.1.2.3.7 Flooring, including but not limited to carpet, linoleum, floor tile, mastic, wood flooring, sub flooring and cement;

2.1.2.3.8 Pipe, fitting and valve insulation;

2.1.2.3.9 Plaster and sheetrock partitions and walls;

2.1.2.3.10 Roofing materials, including but not limited to tar and shingles;

2.1.2.3.11 Walls;

2.1.2.3.12 Waterproofing.

2.1.2.4 The Contractor must submit proof of a MN State Health Department issued asbestos abatement license no later than

two days prior to starting work on any project. The Contractor must submit individual certifications for all employees working on any Agency project. No employee substitutions will be allowed without prior approval by the Agency Project Manager;

2.1.2.5 All work shall comply with all applicable federal, state and local laws and rules and all applicable regulations;

2.1.2.6 Prior to starting any work, Contractor shall submit a comprehensive safety policy and site-specific plan to the Agency that addresses all necessary precautions to secure areas of work for the safety of all personnel, tenants, and Agency staff. Contractor shall be responsible for complete containment and clean-up of the construction debris at the end of each work day.

2.1.2.7 Post-Abatement Submittal. Upon completion of the work, and prior to the project close out, the Contractor shall prepare a report and submit it to the Agency. The report shall contain the following:

2.1.2.7.1 A copy of all notifications to or permits received from Federal, State and local agencies for this project;

2.1.2.7.2 A copy of the signed waste manifests indicating the place, time and exact quantity of asbestos, received by an approved landfill;

2.1.2.7.3 A description of all problems encountered during the work;

2.1.2.7.4 A copy of the log maintained at the job site throughout the work;

2.1.2.7.5 A copy of the log for air monitoring performed by the Contractor, and the lab's analysis, including the location and credentials of the laboratory performing the analysis;

2.1.2.7.6 The name, title, and signature of the person who prepared the report;

2.1.2.7.7 The Contractor will certify in writing that the work has been completed in accordance with the job scope provided by Agency;

2.1.2.7.8 A copy of dust samples from exit pathways (interior & exterior);

2.1.2.7.9 MSDS for mastic remover (if chemically abated).

2.1.2.8 **Containment Clearance.** Removal and detail cleaning work will be considered complete when all surfaces inside containment areas have no visible debris or asbestos residue and have passed final clearance inspection. Contractor shall pay for any costs associated with the additional inspections. If clearance samples fail, the contractor is responsible for all costs to achieve clearance.

2.1.2.9 **Restoration Work.**

2.1.2.9.1 Contractor shall not damage painted drywall or door frames when removing floor components. Contractor shall repair or replace damage to painted walls and door frames in work areas to the Agency's satisfaction.

2.1.2.9.2 Any ground areas external to the building that may become contaminated with asbestos shall be decontaminated at the Contractor's expense.

2.1.2.10 **Removal & Disposal.** The Contractor shall be responsible for removing debris via the stairs or elevator. If elevators are used, elevator tracks must be monitored and cleaned out (vacuum) as needed. The Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the designated waste disposal site. Any dumpster to remain on site should be sealed and locked. The Contractor shall bear all costs for all claims, damages, losses and expenses against the Agency and the Agency's representatives, including but not limited to attorney's fees arising out of or resulting from spills en route to the waste disposal site.

2.1.3 **Lead Abatement.**

2.1.3.1 It shall be the Contractor's responsibility to furnish all labor, mobilization, materials, services, permits, equipment, utility and transportation services required for the removal, transportation, and disposal of lead-containing materials (LCMs) and lead-contaminated materials as directed by the Agency;

2.1.3.2 The Contractor shall perform all necessary preparation work in order to properly provide abatement services. This includes but is not limited to properly pre-cleaning all work area surfaces, removal of all moveable objects within the work area, and any other tasks required by applicable law, rules, and regulations.

- 2.1.3.3 **Removal Surfaces.** Lead shall be removed from various surfaces, including but not limited to the following:
 - 2.1.3.3.1 Flooring;
 - 2.1.3.3.2 Wood trim (interior and exterior);
 - 2.1.3.3.3 Wood siding;
 - 2.1.3.3.4 Cabinets and other millwork items (doors, trim, etc).
- 2.1.3.4 The Contractor shall submit proof of a MN State Health Department issued lead abatement license no later than two days prior to starting work on any project. The Contractor shall submit individual certifications for all employees working on any Agency project. No employee substitutions will be allowed without prior approval by the Agency Project Manager;
- 2.1.3.5 All work shall comply with all applicable federal, state and local laws and rules and all applicable regulations;
- 2.1.3.6 Prior to starting any work, Contractor shall submit a comprehensive safety policy and site-specific plan to the Agency that addresses all necessary precautions to secure areas of work for the safety of all personnel, tenants, and Agency staff. Contractor shall be responsible for complete containment and clean-up of the construction debris at the end of each work day.
- 2.1.3.7 **Post-Abatement Submittal.** Upon completion of the work, and prior to the project close out, the Contractor shall prepare a report and submit it to the Agency. The report shall contain the following:
 - 2.1.3.7.1 A copy of all notifications to or permits received from Federal, State and local agencies for this project;
 - 2.1.3.7.2 A copy of the signed waste manifests indicating the place, time and exact quantity of lead, received by an approved landfill;
 - 2.1.3.7.3 A description of all problems encountered during the work;
 - 2.1.3.7.4 A copy of the log maintained at the job site throughout the work;

- 2.1.3.7.5 A copy of the log for air monitoring performed by the Contractor, and the lab's analysis, including the location and credentials of the laboratory performing the analysis;
- 2.1.3.7.6 The name, title, and signature of the person who prepared the report;
- 2.1.3.7.7 The Contractor shall certify in writing that the work has been completed in accordance with the job scope provided by Agency;
- 2.1.3.7.8 A copy of dust samples from exit pathways (interior & exterior);
- 2.1.3.7.9 The Post-Abatement Submittal shall provide verification documentation that the project has been completed in accordance with the scope provided by the Agency.
- 2.1.3.8 **Containment Clearance.** Removal and detail cleaning work will be considered complete when all surfaces inside containment areas have no visible debris or lead residue and have passed final clearance inspection. Contractor shall pay for any costs associated with the additional inspections. If clearance samples fail the Contractor is responsible for all costs to achieve clearance.
- 2.1.3.9 **Restoration Work.**
 - 2.1.3.9.1 Contractor shall not damage painted drywall or door frames when removing components. Contractor shall repair or replace damage to painted walls and door frames in work areas to the Agency's satisfaction.
 - 2.1.3.9.2 Any ground areas external to the building that may become contaminated with lead shall be decontaminated at the Contractor's expense.
- 2.1.3.10 **Removal & Disposal.** The Contractor shall be responsible for removing debris via the stairs or elevator. If elevators are used, elevator tracks must be monitored and cleaned out (vacuumed) as needed. The Contractor shall be responsible for the safe handling and transportation of all waste generated by this contract to the designated waste disposal site. Any dumpster to remain on site should be sealed and locked. The Contractor shall bear all costs for all claims, damages, losses and expenses against the Agency and the Agency's representatives, including

but not limited to attorney's fees arising out of or resulting from spills en route to the waste disposal site.

2.1.4 Maintenance and Construction. Some of the work ensuing from award of this RFQ may be maintenance-related and some of the work may be construction-related. The Agency will make this determination when a task order is awarded. All proposers must remember that the labor rates detailed within Attachment G-14 pertain to maintenance-related work; and the current Davis-Bacon wage rates ("current" meaning at the time of assignment of a construction-related task order) will pertain to any construction-related work.

2.1.5 Terms "Proposer", "Bidder", and "Contractor" and within any ensuing documents (e.g. ensuing bid; contract; etc.):

2.1.5.1 The term "Proposer" refers to a firm or individual that is taking part in this RFQ process.

2.1.5.2 The term "Quoter" refers to a firm or individual that has been deemed qualified and placed in the Pool and is taking part in a quote for small purchases (QSP) process.

2.1.5.3 The term "Bidder" refers to a firm or individual that has been deemed qualified and placed in the Pool and is taking part in a sealed bid process (IFB), if expected to exceed the threshold of \$100,000.

2.1.5.4 The term "Contractor" typically refers to a firm or individual that receives an award as the result of a QSP/IFB process referenced within the following 2.2. When utilized in certain contexts, the term "Contractor" may also be a reference to the firms that are taking part in this RFQ process.

2.2 Bidding Requirements. This Section pertains to the ensuing quotes/bids that the Agency will conduct with the contractors that are placed in the Pool. As a result of this RFQ and the evaluation that the Agency will conduct after the submittal deadline, the Agency will place qualified contractors into a Pool of Contractors eligible to quote/bid on each abatement project as it becomes available.

2.2.1 Punch list for Abatement Project. Once an abatement project becomes available, the Agency will deliver to each abatement contractor in the Pool a punch list of work to be completed. Any contractor in the Pool will be able to respond with a firm-fixed fee to complete the needed abatement work.

2.2.2 Typically No Additional Forms Required. Because the Agency has included as a part of this RFQ a number of HUD-required forms and submittal paperwork, and because the Contractor will have already submitted any such required paperwork as a part of the submittal to this

RFQ, the Contractor will not typically be required to submit any additional paperwork in response to the individual QSP/IFB detailed in the preceding Section 2.2.1; typically, the Contractor will only be required to submit his/her firm-fixed fee quote or bid.

2.3 Contractor Responsibilities. The following Sections 2.3.1 through 2.3.16 primarily pertain to the successful bidder's or contractor's responsibilities during any abatement work assigned to a contractor by the Agency.

2.3.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles interferes with such traffic.

2.3.2 Communication. The Agency will assign an Agency primary point of contact for the Contractor each time the Agency solicits quotes or bids for work. All requests for changes or decisions shall be submitted in writing to the Agency point of contact. The Agency anticipates that it will typically make a decision in such matters within 3 business days of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible.

2.3.3 Contract-end Items. Upon completion of the rehabilitation job the Contractor must submit the following:

2.3.3.1 A separate payment request for the retainage, if applicable;

2.3.3.2 Consent of Surety to Final Payment;

2.3.3.3 Contractor's Affidavit of Release of Liens;

2.3.3.4 Contractor's Certificate and Release;

2.3.3.5 Tax reporting forms; and

2.3.3.6 IC134 form.

2.3.4 Debris. The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of others (the public; Agency residents; etc.).

2.3.4.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

- 2.3.4.2 The Contractor must examine the work area and determine any unsuitable work condition.
- 2.3.4.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
- 2.3.5 **Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1:
 - 2.3.5.1 The Agency is responsible for making progress payments, if applicable. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
 - 2.3.5.2 Payment will be based on the percentage of work completed during a one-month period.
 - 2.3.5.3 A 5% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
 - 2.3.5.4 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:
 - 2.3.5.4.1 form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments* (Attachment G-8, attached); NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable;
 - 2.3.5.4.2 form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment* (Attachment G-9);
 - 2.3.5.4.3 form HUD-51002 (1/2014), *Schedule of Change Orders* (Attachment G-10);
 - 2.3.5.4.4 form HUD-5372(1/2014), *Construction Progress Schedule* (Attachment G-13); and

2.3.5.4.5 All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form HUD-WH-347 (Dec./2008), *Payroll* (Attachment G-14).

2.3.5.5 **Review and Approval.** The Agency will review each Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:

2.3.5.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;

2.3.5.5.2 As further detailed in the preceding Section 2.3.5.3. The total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

2.3.5.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;

2.3.5.5.4 The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and

2.3.5.5.5 The Contractor has submitted all required reports such as payroll reports and ensured that all required documents are up to date in LCP Tracker; and

2.3.5.5.6 A materials sales tax form has been completed by the firm purchasing the materials used on the project.

2.3.5.6 **Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency will retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

2.3.6 **Liquidated Damages.** The successful bidder shall agree to pay as Liquidated Damages the amount of \$500.00 for each consecutive calendar

day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed." The said sum in no event shall be construed to be a penalty, but only as damages fixed and agreed upon in advance.

2.3.7 Payroll Reports. The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, enter prevailing wages into LCP Tracker.

2.3.7.1 The Contractor is hereby made aware that the Agency may conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please see form HUD-11 (08/2004), attached.

2.3.8 Permits. The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.

2.3.9 Safety. At all times during the performance of the work and to the maximum extent feasible, it shall be the Contractor's responsibility to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

2.3.10 Security during the Work. The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a 24-hour basis, not just during the normal work hours.

2.3.11 Temporary Facilities. It shall be the Contractor's responsibility to provide any temporary facilities that may be required, including but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the Contractor's responsibility to secure and maintain such items during the term of the work.

2.3.12 Time of Completion. The Contractor shall commence and complete work as specified within the Notice to Proceed form issued by the Agency for any ensuing work assigned by the Agency.

2.3.13 Tools/Equipment/Materials. The Contractor shall ensure that at all times during the work, tools, equipment, and materials are handled, placed, and stored in a secure and safe manner so as to protect all parties, including but not limited to the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when safety may be compromised. As the building the Contractor will be

working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for access and egress.

2.3.14 Weekends. Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday or weekend days (Saturday or Sunday).

2.3.15 Work Standards. It is the Contractor's responsibility to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to the City of Minneapolis, Hennepin County, and/or the State of Minnesota.

2.4 Service Locations. The Agency may require the successful bidder(s) to perform services at any of the Agency sites identified in Attachment I, Profile of Properties.

2.5 Current/Previous Contractor(s). As the Agency has never before conducted this type of competitive solicitation, there is not a "current" or "previous" contractor for these specific services. The Agency has used Dennis Environmental for asbestos abatement and Envirobate for lead abatement in recent projects.

3.0 PROPOSAL FORMAT.

- 3.1 Tabbed Proposal Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Agency can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted in the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published or has issued by addendum.

[Table No. 3]

RFQ Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached as Attachment A to this RFQ document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached as Attachment B to this RFQ document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs.</i> This Form is attached as Attachment B to this RFQ document. This 4-page Form must be fully completed, signed and submitted under this tab as a part of the bid submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached as Attachment C to this RFQ document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 including but not limited to:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, the proposer’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, the APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .

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3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, the proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, the proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal. NOTE: The Agency will place particular emphasis on the proposer's above described EXPERIENCE and PAST PERFORMANCE with related work with public housing agencies.
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality control program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.5	5	Statement of Contractor's Qualifications. The proposer shall place under this tab the completed Statement of Contractor's Qualifications and any supporting documentation.
3.1.6	6	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.8 pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.7	7	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.8	8	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment E and any documentation required by that form.

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3.1.9	9	Other Information (Optional Item). The proposer may include any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.
3.1.10		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.
3.1.11		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

- 3.2 Fees.** No fees shall be proposed, discussed, or considered, either verbally or in writing, during this RFQ competitive solicitation process. The Agency will, as detailed within the preceding Section 2.2, conduct bids with the firms in the Pool each time the Agency has need of work to be performed.
- 3.3 Taxes.** All persons doing business with the MPHA are hereby informed that as of January 1, 2017, the MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. However, Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract unless authorized to act as the local government’s purchasing agent.
- 3.4 Additional Information pertaining to the Ensuing Bids referenced within the preceding Section 2.2.** NOTE: Again, the information in this Section does not pertain to this RFQ but to the Ensuing Bids that the Agency will conduct with the contractors placed in the Pool.
- 3.4.1 Submit a Realistic Cost for the Pricing Items.** Each bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for the ensuing bid. For example, if the successful bidder enters \$1,000.00 for the firm-fixed fee, then the \$1,000 is what the successful bidder will charge the Agency for the required rehabilitation work. If, despite this warning, a bidder proposes a firm-fixed fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful proposer to, at contract execution, present a cash bond in a suitable amount (e.g. an amount reflecting the difference between the bidder’s firm-fixed fee and the Agency’s Independent Cost Estimate—or ICE), which the Agency will hold during the term of the ensuing contract period to ensure that the successful bidder will fulfill his/her obligation in this matter.

- 3.4.1.1 No Post-bid Deadline Corrections Allowed.** The Agency will not, after each bid submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for the Pricing Items identified within the preceding Table No. 4.
- 3.4.1.2 No Negotiation of Proposed Fees after the Submittal Deadline.** The Agency will not, after the submittal deadline, negotiate an increase to the firm-fixed fee proposed prior to the submittal deadline.
- 3.4.1.3 Review the Entry of Proposed Fees.** The Agency strongly recommends that each bidder, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fee correctly and as the bidder intended to meet the requirements (the eProcurement Marketplace will allow the bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to make a determination as to the apparent low bidder.
- 3.4.1.4 Change Orders (a/k/a Modifications).** Basically, the Agency does not anticipate awarding any change orders during the rehabilitation work. If, prior to the bid submittal deadline, any bidder notices any problems with the specifications issued (typically, a punch list), then it is that bidder's responsibility to inform the Agency of such in writing prior to the bid submittal deadline. Failure on the part of the bidder to comply with this requirement may cause the bidder to perform such work at no additional charge to the Agency. Pursuant to HUD requirements, change orders are for "unforeseen conditions" only. This means that the Agency will strictly evaluate any change order requests and will hold the Contractor to a very strict standard. Accordingly, bidders are cautioned to not bid a low firm-fixed fee, expecting to "make up the short fall" through a change order.
- 3.4.1.5 No Deposits/No Retainer.** The Agency will not pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Agency will pay each successful bidder for actual work provided only.
- 3.4.1.6 Davis Bacon Federal Wage Rates.** As detailed within applicable Federal Regulation, the Contractor is required to

pay Davis-Bacon wage rates for all “construction contracts in excess of \$2,000”. The applicable Wage Rates pertaining to the work will be included with each construction-related bid that the Agency may issue. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).

3.4.2 Overtime. If pre-approved or ordered by the Agency, pursuant to the Contract Work Hours and Safety Standards Act, overtime shall be not less than time and one half for hours worked in excess of 40 hours per week. The Agency shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM - 4:30 PM. Accordingly, the Agency will pay a rate of 1.5 of the listed hourly rates for any work the Agency requires the successful proposer to work specifically during non-regular-time hours; however:

3.4.2.1 The Agency shall not be responsible to pay the Contractor for any work that the successful proposer chooses to work during non-regular-time hours; meaning, if the necessity for the work “after hours” is due to the Contractor’s lack of staffing or if such work is to support any of the work the Agency expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the Agency or an “Act of God” causes the Contractor to work “after hours” to solve the problem, then the aforementioned over-time rule shall apply. All such overtime work must be pre-approved in writing by the Agency.

3.5 Potential Bonds. There is potential that some construction-related work that the Agency may assign to the Contractor will require the Contractor to provide to the Agency, a payment bond and/or a performance bond. (NOTE: These bonds will typically only be required for sealed bids when the Agency anticipates that the total cost may or will exceed \$100,000; accordingly, the Agency will announce such requirement within the documentation issued—e.g. punch list—to solicit the sealed bids):

3.5.1 Bid Bond. If directed by the Agency, the bid bond or guarantee shall be included in the bid package submitted by each bidder. This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited and award will go to the next lowest responsive and responsible

bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 3.5.2 Performance Bond.** If directed by the Agency to be provided, the performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work.
- 3.5.3 Payment Bond.** If directed by the Agency to be provided, the payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-3) clearly forbids the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 3.5.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Minnesota and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm.
- 3.5.5 Bonding Requirements.** These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide

the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder(s):

3.5.5.1 A performance bond for 100% of the contract price; and

3.5.5.2 A payment bond for 100% of the contract price.

3.5.6 Inadequate Surety. If the apparent low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

3.6 Proposal Submission. Pertaining to this RFP, all “hard-copy” proposals must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate proposal submittals shall have a cover and extending tabs) of the “hard copy” proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Minneapolis Public Housing Authority
Attention: Molly Prahm, Buyer
1001 N. Washington Avenue, Minneapolis, MN 55401**

3.6.1 The package exterior must clearly denote the above noted RFQ number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

3.6.2 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Agency decides that any such entry has not changed the intent of the proposal that the Agency intended to receive, the Agency may accept the proposal and the proposal shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by

submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published and by addendum pertaining to this RFQ.

3.6.3 Submission Responsibilities. It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the RFQ document, the documents listed within the following Section 3.10, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the Buyer to exclude any of the Agency requirements contained within the documents may cause that proposer to not be considered for award.

3.7 Proposer's Responsibilities – Contact with the Agency. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the Buyer only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the Agency to not consider a proposal submittal received from any proposer who may not have abided by this directive.

3.7.1 Addenda. All questions and requests for information must be addressed in writing to the Buyer. The Buyer will respond to all such inquiries in writing by addendum to all proposers. During the proposal solicitation process, the Buyer will not conduct any substantive conversation that may give one proposer an advantage over other proposers. This does not mean that proposers may not call the Buyer-it simply means that, other than making replies to direct the proposer where his/her answer has already been issued within the solicitation documents, the Buyer may not respond to the proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all proposers in writing by addendum.

3.8 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.8.1 Within 2 CFR §200.321 it states:

3.8.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.8.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible.

3.8.1.3 (2) Affirmative steps must include:

- 3.8.1.3.1 (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 3.8.1.3.2 (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.8.1.3.3 (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.8.1.3.4 (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.8.1.3.5 (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.8.1.3.6 (6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.8.2 Within our **Agency Procurement Policy** states that the Agency will do the following:

3.8.2.1 In regards to Small and Other Businesses:

- 3.8.2.1.1** Include such firms, when qualified, on solicitation mailing lists;
- 3.8.2.1.2** Encourage their participation through direct solicitation of proposals or proposals whenever they are potential sources;
- 3.8.2.1.3** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

- 3.8.2.1.4 Establish delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.8.2.1.5 Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.8.2.1.6 Include in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.8.2.1.7 Require prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.8.3 Requirements. Accordingly, please see Section 3.1.6 in Table No. 3 which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

3.9 Pre-proposal Conference. The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFQ with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-proposal conference. Typically, such conferences last one hour or less (not including the ensuing walk-through of the properties, if the proposer chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFQ documents, including the attachments. Prospective proposers may also ask questions, though the Buyer may require that some such questions are delivered in writing prior to a response be given in return in writing. Whereas the purpose of this conference is to review the RFQ documents, attendees are encouraged to bring a copy of the RFQ documents to this conference; the Agency will not distribute at this conference any copies of the RFQ documents.

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3.10 Recap of Attachments. It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 4]

RFQ Section	Document No.	Attachment	Description
3.10.1	1.0		This RFQ Document
3.10.2	2.0	A	Form of Proposal
3.10.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.10.3.1	3.1	B-1	form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.10.4	4.0	C	Profile of Firm Form
3.10.5	5.0	D	Statement of Contractor's Qualifications
3.10.6	6.0	E	Section 3 Form Submittal Form
3.10.6.1	6.1	E-1	Section 3 Explanation
3.10.7	7.0	F	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.10.7.1	7.1	F-1	form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.10.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Agency reserves the right to revise any clause and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests)
3.10.8.1	8.1	G-1	*Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.10.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.10.8.3	8.3	G-3	Sample Contract Appendix No. 3: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.10.8.4	8.4	G-4	*Sample Contract Appendix No. 4: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.10.8.5	8.5	G-5	*Sample Contract Appendix No. 5: Form HUD-4010 (06/2009), <i>Federal Labor</i>

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			<i>Standards Provisions</i>
3.10.8.6	8.6	G-6	Sample Contract Appendix No. 6: <i>Section 3 Plan</i>
3.10.8.7	8.7	G-7	*Sample Contract Appendix No. 7: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.10.8.8	8.8	G-8	*Sample Contract Appendix No. 8: <i>form HUD-51000 (1/2014), Schedule of Amounts for Contract Payments</i>
3.10.8.9	8.9	G-9	*Sample Contract Appendix No. 9: <i>form HUD-51001 (1/2014), Periodic Estimate for Partial Payment</i>
3.10.8.10	8.10	G-10	*Sample Contract Appendix No. 10: <i>form HUD-51002 (1/2014), Schedule of Change Orders</i>
3.10.8.11	8.11	G-11	*Sample Contract Appendix No. 11: <i>form HUD-5372 (1/2014), Construction Progress Schedule</i>
3.10.8.12	8.12	G-12	*Sample Contract Appendix No. 12: <i>form HUD-WH-347 (Dec./2008), Payroll</i>
3.10.8.13	8.13	G-13	Sample Contract Appendix No. 13: <i>Sample Task Order Form</i>
3.10.8.14	8.14	G-14	Sample Contract Appendix No. 14: <i>Davis-Bacon General Wage Decision</i>
3.10.8.15	8.15	G-15	Sample Contract Appendix No. 15: <i>Owner Operator Prevailing Wage Rate Verification form</i>
3.10.8.16	8.16	G-16	Sample Contract Appendix No. 16: <i>Minnesota Statute §16C.285 Responsible Construction Contractor Verification form</i>
3.10.8.17	8.17	G-17	Sample Contract Appendix No. 17: <i>Right to Know Form</i>
3.10.9	9	H	Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
3.10.10	10.0	I	Agency Profile of Properties
3.10.11	*These forms have been included specifically for potential work that the Agency has deemed to be construction-related. Be aware that there may be additional HUD-required forms to complete pertaining to such construction work; and by submitting a proposal each successful proposer placed in the aforementioned "Pool" hereby agrees to complete and submit those forms as required. Also, in the case of any discrepancy of any terms and conditions listed within these forms and any other forms, the Agency reserves the right to determine when such term or condition shall apply. By submitting a proposal in response to this RFP, the proposer thereby agrees to abide by these requirements.		

4.0 PROPOSAL EVALUATION.

4.1 **Evaluation Factors.** The following factors will be utilized by the Agency to evaluate each proposal submittal received; award of points for each listed factor will be based on the documentation that the proposer submits within his/her proposal:

[Table No. 5]

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
1	5 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AGENCY'S REQUIREMENT .
2	10 points	Subjective (Technical)	The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
3	30 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed).
4	50 points	Subjective (Technical)	The proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal.
5	5 points	Subjective (Technical)	The OVERALL QUALITY and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

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4.1.1 Preference Evaluation Factor. The following factors will be utilized by the Buyer to evaluate each proposal submittal received:

[Table No. 5a]

(1) No.	(2) Max Point Value	(3) Factor Type	(4) Factor Description
6		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
6a	15 points		Priority I, Category 1a. Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
6b	13 points		Priority II, Category 1b. Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
6c	11 points		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
6d	9 points		Priority IV, Category 2b. Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
6e	7 points		Priority V, Category 3. Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
6f	5 points		Priority VI, Category 4a. Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
6g	3 points		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
6h	15 points		Maximum Available Preference Points (Additional)
	115 points		Total Possible Points

4.2 Evaluation Method.

- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
 - 4.2.2.1** Instructions to Evaluators;
 - 4.2.2.2** Proposal Tabulation Form;
 - 4.2.2.3** Written Narrative Form for each proposer;
 - 4.2.2.4** Recap of each proposer's responsiveness;
 - 4.2.2.5** Copy of all pertinent RFQ documents.
- 4.2.3 Evaluation Committee.** The Agency anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFQ. Please Note: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she shall not make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 3.7 of this document, the designated Buyer is the only person at the Agency that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 Evaluation.** The Buyer will evaluate and award points pertaining to Evaluation Factor No. 6 (the "Objective" Factor). The appointed evaluation committee, independent of the Buyer or any other person at the Agency, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1, 2, 3, 4, and 5 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Buyer.

4.2.4.1 Points Awarded Range. Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

[Table No. 6]

Points Awarded Range							
Classification*	Rating	%	5	10	30	50	100**
Acceptable	Excellent	95%/+	5	10	29-30	48-50	95-100
Acceptable	Very Good	90%/+	5	9	27-28	45-47	90-94
Potentially Acceptable	Good	80%/+	4	8	24-26	40-44	80-89
Potentially Acceptable	Average	70%/+	3	7	21-23	35-39	70-79
Unacceptable	Poor	<70%	0-2	0-6	0-20	0-34	0-69

*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

**Total available points to be awarded, including cost points, minus preference points.

4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations. The Agency reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified within a reasonable amount of time.

4.2.6 Determination of Inclusion in the Pool. Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the Buyer to determine the final rankings.

4.2.6.1 Minimum Evaluation Results. To be considered for the pool, a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1).

4.2.6.2 Ties. In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2.7 Notice of Results of Evaluation. If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.7.1 Which proposers were placed in the Pool;

4.2.7.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

4.2.7.3 Each proposer's right to a debriefing and to protest.

4.2.8 **Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Agency evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Agency evaluation committee.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by the Agency, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-17. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this RFQ:

5.2.1 Contract Form. Should the Agency execute a contract with the successful quoter/bidder, the Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-17), and by submitting a proposal the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the RFQ process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency’s contract form. It is each prospective proposer’s responsibility to notify the Agency, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Agency’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Mandatory HUD Forms. Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFQ.

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior written consent of the Buyer. Any purported

assignment of interest or delegation of duty, without the prior written consent of the Buyer, shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Buyer.

- 5.3 Contract Period.** The Agency anticipates that the Contractors will be eligible in the Pool for a period of 5 years.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the Contractor will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the Contractor's current industrial (worker's compensation) insurance carrier and coverage amount. Insurance coverage shall include Statutory Workers' Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee;
 - 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with maximum deductible amount of \$5,000;
 - 5.4.3 Pollution Liability Insurance.** An original certificate showing the firm's pollution liability insurance, including asbestos and lead abatement and transportation coverage (minimum of \$5,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a maximum deductible amount of \$5,000;
 - 5.4.4 Automobile Insurance.** An original certificate showing the Contractor's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
 - 5.4.5 City/County/State Business License.** If applicable, a copy of the Contractor's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
 - 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.6) insurance certificates and licenses, each Contractor is required to enter related information where provided

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for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the Contractor prior to contract execution).

- 5.5 Contract Service Standards.** All work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the Contractor, shall be provided to the Agency within 10 work days of notification by the Agency.