

Minneapolis Public Housing Authority

REQUEST FOR QUALIFICATIONS (RFQ)

No. R18001

Pool of Abatement Contractors



REQUEST FOR QUALIFICATIONS (RFQ) No. R18001, Pool of Abatement Contractors

RFQ Document
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INTRODUCTION

The Minneapolis Public Housing Authority (the MPHA) 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 MPHA 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 MPHA’s procurement policy.

Currently, the MPHA 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 MPHA currently employs approximately 280 employees.

In keeping with its mandate to provide efficient and effective services, the MPHA 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]

MPHA 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) 526-0160.
PRE-PROPOSAL CONFERENCE	None Scheduled
DEADLINE TO SUBMIT QUESTIONS	Friday, March 2, 2018, 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 2 copies of your “hard copy” proposal to the Procurement Office.
PROPOSAL SUBMITAL RETURN & DEADLINE	Wednesday, March 14, 2018, 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 MPHA'S RESERVATION OF RIGHTS.** The MPHA 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 MPHA 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 MPHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the MPHA, 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 MPHA 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 MPHA 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 MPHA 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 MPHA 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 MPHA 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 MPHA 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 MPHA to inform the MPHA 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 bidded costs) as the MPHA desires. In any case, the MPHA will consider re-opening the Pool at least once every year.

2.1.1.1.2 If the MPHA 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 MPHA reserves the right to terminate any firm from the Pool for any reason that would, in the MPHA'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 MPHA.

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; and

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 MPHA project. No employee substitutions will be allowed without prior approval by the MPHA 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 MPHA that addresses all necessary precautions to secure areas of work for the safety of all personnel, tenants, and MPHA 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 MPHA. 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 MPHA;
 - 2.1.2.7.8** A copy of dust samples from exit pathways (interior & exterior); and

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 MPHA'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 MPHA and the MPHA'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 MPHA;

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 MPHA project. No employee substitutions will be allowed without prior approval by the MPHA 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 MPHA that addresses all necessary precautions to secure areas of work for the safety of all personnel, tenants, and MPHA 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 MPHA. 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 the MPHA;
- 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 MPHA.
- 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 MPHA'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 MPHA and the MPHA'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 Terms "Proposer", "Bidder", and "Contractor" and within any ensuing documents (e.g. ensuing bid; contract; etc.):

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

2.1.4.2 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.

2.1.4.3 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.

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

2.2.1 Individual Abatement Projects. Once an abatement project becomes available, the MPHA will deliver to each abatement contractor in the Pool a detailed 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 MPHA 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. The Contractor will typically only be required to submit his/her firm-fixed fee quote or bid.

2.3 Contractor Responsibilities. The following Sections 2.3.1 through 2.3.15 primarily pertain to the successful bidder's or contractor's responsibilities during any abatement work assigned to a contractor by the MPHA.

- 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 MPHA 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 MPHA, the placement of such equipment or vehicles interferes with such traffic.
- 2.3.2 Communication.** The MPHA will assign an MPHA primary point of contact for the Contractor each time the MPHA solicits quotes or bids for work. All requests for changes or decisions shall be submitted in writing to the MPHA point of contact. The MPHA 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 project 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 Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1:
- 2.3.4.1** The MPHA 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.
 - 2.3.4.2** Payment will be based on the percentage of work completed during a one-month period.
 - 2.3.4.3** 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.

2.3.4.4 Review and Approval. The MPHA will review each such 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 MPHA), the MPHA shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The MPHA shall ensure:

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

2.3.4.4.2 As further detailed within the preceding Section 2.3.4.3, the total of the request for payment does not include the amount to be retained by the MPHA under the contract (retention or retainage);

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

2.3.4.4.4 The Contractor has submitted all required reports such as payroll reports and ensure that all required documents are up to date within LCP Tracker; and

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

2.3.4.5 Distribution of Documents. The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The MPHA 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.

2.3.5 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; MPHA residents; etc.).

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

2.3.5.2 The Contractor must examine the work area and determine any unsuitable work condition.

2.3.5.3 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 MPHA's representative in written form.

- 2.3.6 Liquidated Damages.** The successful quoter/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.
- 2.3.8 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 MPHA 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 MPHA for any ensuing work assigned by the MPHA.
- 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, MPHA 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 MPHA in writing, the Contractor shall not perform work on MPHA 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 MPHA may require the successful quoter/bidder(s) to perform services at any of the MPHA sites identified in Attachment H, Profile of Properties.

2.5 Current/Previous Contractor(s). As the MPHA has never before conducted this type of competitive solicitation, there is not a “current” or “previous” contractor for these specific services. The MPHA 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 MPHA intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the MPHA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the MPHA 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 MPHA 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-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. 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 proposal submittal.

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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 MPHA’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 .
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 MPHA 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. Please include if you are certified to perform asbestos and/or lead abatement.
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.

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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.
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 MPHA 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." DO NOT 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 MPHA 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 MPHA will, as detailed within the preceding Section 2.2, conduct quotes/bids with the firms in the Pool each time the MPHA 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. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete the construction contract.
- 3.4 Additional Information pertaining to the ensuing quotes/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 quotes/bids that the MPHA will conduct with the contractors placed in the Pool.

- 3.4.1 Submit a Realistic Cost for the Pricing Items.** Each quoter/bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for the ensuing quote/bid. For example, if the successful quoter/bidder enters \$1,000.00 for the firm-fixed fee, then the \$1,000.00 is what the successful quoter/bidder will charge the MPHA for the required rehabilitation work. If, despite this warning, a quoter/bidder proposes a firm-fixed fee that the MPHA deems is not realistic, then the MPHA reserves the right to require the successful quoter/bidder to, at contract execution, present a cash bond in a suitable amount (e.g. an amount reflecting the difference between the quoter's/bidder's firm-fixed fee and the MPHA's Independent Cost Estimate—or ICE), which the MPHA will hold during the term of the ensuing contract period to ensure that the successful quoter/bidder will fulfill his/her obligation in this matter.
- 3.4.1.1 No Post-bid Deadline Corrections Allowed.** The MPHA will not, after each quote/bid submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, quoters/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 MPHA 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 MPHA strongly recommends that each quoter/bidder, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the quoter/bidder has entered the proposed fee correctly and as the quoter/bidder intended to meet the requirements (the eProcurement Marketplace will allow the quoter/bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The quoter/bidder will not be able to correct this entry after the posted deadline has expired, which means that the MPHA will utilize such entry, correct or incorrect, to make a determination as to the apparent low quoter/bidder.
- 3.4.1.4 Change Orders.** Basically, the MPHA does not anticipate awarding any change orders during the rehabilitation work. If, prior to the quote/bid submittal deadline, any quoter/bidder notices any problems with the specifications issued (typically, a punch list), then it is that quoter's/bidder's responsibility to inform the MPHA of such in writing prior to the quote/bid submittal deadline. Failure on the part of the quoter/bidder to comply with this requirement may cause the

quoter/bidder to perform such work at no additional charge to the MPHA. Pursuant to HUD requirements, change orders are for “unforeseen conditions” only. This means that the MPHA will strictly evaluate any change order requests and will hold the Contractor to a very strict standard. Accordingly, quoters/bidders are cautioned to not quote/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 MPHA 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 MPHA will pay each successful quoter/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 quote/bid that the MPHA 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 MPHA, 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 MPHA shall consider regular time to be Monday-Friday (excluding holidays), 8:00 AM – 4:30 PM. Accordingly, the MPHA will pay a rate of 1.5 of the listed hourly rates for any work the MPHA requires the successful proposer to work specifically during non-regular-time hours; however:

3.4.2.1 The MPHA 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 MPHA expects that such work will be provided during normal work hours. The exception to this shall be if a “non-normal” action by the MPHA 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 MPHA.

3.5 Potential Bonds. There is potential that some construction-related work that the MPHA may assign to the Contractor will require the Contractor to provide to the MPHA, a payment bond and/or a performance bond. (NOTE: These bonds will typically only be required for sealed bids when the MPHA anticipates that the total cost may or will exceed \$100,000; accordingly, the

MPHA 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 MPHA, 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 MPHA will reject the bid as non-responsive. The MPHA 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 MPHA may also choose to return the bid bonds if the MPHA 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 MPHA 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 MPHA to be provided, the payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the MPHA 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 MPHA contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any MPHA 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 MPHA. 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 MPHA 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 MPHA 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 MPHA office by no later than the submittal deadline stated (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 1 exact copy (each of the 2 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 MPHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the MPHA decides that any such entry has not changed the intent of the proposal that the MPHA intended to receive, the MPHA may accept the proposal and the proposal shall be considered by the MPHA 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 MPHA 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 MPHA, 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 MPHA requirements contained within the documents may cause that proposer to not be considered for award.

3.7 Proposer's Responsibilities — Contact with the MPHA. 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 MPHA 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 MPHA 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 MPHA 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 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.

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3.9 Pre-proposal Conference. There is no pre-quote conference scheduled as part of this RFQ.

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-A (11/92), Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
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 Business Preference Submittal Form
3.10.6.1	6.1	E-1	Section 3 Business Preference Explanation
3.10.7	7.0	F	Form HUD-5369 (10/2002), Instructions to Bidders for Contracts, Public and Indian Housing Programs
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 MPHA reserves the right to revise any clause and/or to include within the ensuing contract any additional clauses that the MPHA feels it is in its best interests)
3.10.8.1	8.1	G-1	Sample Contract Appendix No. 1: Form HUD-5370 (1/2014), General Conditions for Construction Contracts-Public Housing Programs
3.10.8.2	8.2	G-2	Sample Contract Appendix No. 2: Form HUD-5370 EZ (1/2014), General Contract Conditions for Small/Development Contracts
3.10.8.3	8.3	G-3	Sample Contract Appendix No. 3: Form HUD-4010 (06/2009), Federal Labor Standards Provisions
3.10.8.4	8.4	G-4	Sample Contract Appendix No. 4: Form HUD-50071 (01/14), Certification of Payments to Influence Federal Transactions
3.10.8.5	8.5	G-5	Sample Contract Appendix No. 5: Sample Notice to Proceed form
3.10.8.6	8.6	G-6	Sample Contract Appendix No. 6: Davis Bacon General Wage Decision
3.10.8.7	8.7	G-7	Sample Contract Appendix No. 7: Section 3 Plan
3.10.8.8	8.8	G-8	Sample Contract Appendix No. 8: Responsible

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			<i>Construction Contractor Verification Form</i>
3.10.8.9	8.9	G-9	Sample Contract Appendix No 9: <i>Right to Know Form</i>
3.10.8.10	8.10	G-10	Sample Contract Appendix No. 10: <i>State and Federal Data Privacy Statement</i>
3.10.8.11	8.11	G-11	Sample Contract Appendix No. 11: <i>Scope of Work</i>
3.10.9	9.0	H	MPHA Profile of Properties
3.10.10	These forms have been included specifically for potential work that the MPHA 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 MPHA reserves the right to determine when such term or condition shall apply. By submitting a proposal in response to this RFQ, 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 MPHA 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 Description
1	5 points	The proposer's DEMONSTRATED UNDERSTANDING of the MPHA'S REQUIREMENT .
2	10 points	The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
3	30 points	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed).
4	50 points	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	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 Description
6		SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments E and E-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 MPHA 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 MPHA 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 MPHA, 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

- 4.2.5 Potential Competitive Range or Best and Finals Negotiations.** The MPHA reserves the right to 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.** The points awarded by the evaluation committee will be combined with the points awarded by the Buyer to determine the final rankings (total sum of factors 1 through 6). To be considered in the competitive range and to be placed in the Pool, a proposer must receive a total calculated average of **at least 70 points** (of the 115 total possible points detailed in Section 4.1).
- 4.2.7 Notice of Results of Evaluation.** All proposers will receive by e-mail a notice of results of successful offeror(s) by email informing 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** The average points awarded to each proposer; and
 - 4.2.7.4** 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 MPHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the MPHA evaluation committee.
- 4.2.9 Right to Reject.** The MPHA reserves the right to reject the proposal of any proposer who has previously failed to perform properly on a contract of similar nature, who is not able to perform the services, and/or who habitually and

without cause has neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers or materials, and/or employees.

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 MPHA, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-11. Accordingly, the MPHA 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 MPHA pursuant to this RFQ:

5.2.1 Contract Form. Should the MPHA execute a contract with the successful quoter/bidder, the MPHA will not execute a contract on the Contractor’s form—contracts will only be executed on the MPHA form (please see Sample Contract, Attachments G and G-1 through G-11), and by submitting a proposal the Contractor agrees to do so (please note that the MPHA reserves the right to amend this form as the MPHA deems necessary). However, the MPHA 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 MPHA to do so; but the failure of the MPHA to include such clauses does not give the Contractor the right to refuse to execute the MPHA’s contract form. It is each prospective proposer’s responsibility to notify the MPHA, 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 MPHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the MPHA’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 MPHA 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 MPHA shall retain the right to demand and receive a change in personnel assigned to the work if the MPHA believes that such change is in the best interest of the MPHA 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 MPHA, 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 MPHA 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 MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MPHA 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.) The \$1,500,000 policy limits may be a combination of underlying and excess liability (follows form) policies;
 - 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.
- 5.5 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.

- 5.5.1 Kari Koskinen Law.** Contractors shall comply with the Minnesota Kari Koskinen law and related law regarding any of the Contractor’s employees who perform work in MPHA occupied units.
- 5.5.2 State and Federal Data Practices Act.** Contractors may have access to information or data that is classified as not or non-public under the Minnesota Government Data Practices Act or applicable Federal law. The Contractor shall maintain the confidential nature of any data or information received while providing services. The unauthorized disclosure of “not or non-public” data may be subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.