

Minneapolis Public Housing Authority

REQUEST FOR QUALIFICATIONS (RFQ)

No. R18002

Pool of Air Monitoring & Clearance Testing Contractors



REQUEST FOR QUALIFICATIONS (RFQ) No. R18002, Pool of Air Monitoring & Clearance Testing Contractors

RFQ Document
Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	RFQ Information at a Glance	3
1.0	The MPHA's Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	General Requirements	5
2.2	Bidding Requirements	7
2.3	Contractor Responsibilities	7
2.4	Service Locations	8
2.5	Current/Previous Contractor(s)	8
3.0	Proposal Format	9
3.1	Tabbed Proposal Submittal	9
3.2	Fees	11
3.3	Taxes	11
3.4	Additional Information pertaining to the Ensuing Bids Referenced within the preceding Section 2.2	11
3.5	Proposal Submission	13
3.6	Proposer's Responsibilities — Contact with the MPHA	14
3.7	Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity	14
3.8	Pre-proposal Conference	15
3.9	Recap of Attachments	15
4.0	Proposal Evaluation	16
4.1	Evaluation Factors	16
4.2	Evaluation Method	18
5.0	Contract Award	20
5.1	Contract Award Procedure	20
5.2	Contract Conditions	20
5.3	Contract Period	21
5.4	Licensing and Insurance Requirements	21
5.5	Contract Services Standards	21

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) 526-9266.
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 air monitoring and clearance testing 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 air monitoring and clearance testing.

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 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 Air Monitoring & Clearance Testing.

2.1.2.1 It shall be the Contractor’s responsibility to collect and analyze air samples during asbestos and/or lead abatement projects. Air samples will need to be collected from locations outside the work area (but

within the building) to ensure and verify that asbestos fibers are being contained in the worksite;

2.1.2.2 Lab report results shall be returned to the MPHA Project Manager the same day the samples are collected. In tenant-occupied buildings, clearance samples will be prepared and analyzed on-site in the shortest timeframe possible;

2.1.2.2.1 The Contractor shall have at least one employee on staff that is an AAR Registered Analyst. If clearance samples are required to be analyzed on-site, all analysts performing any work shall be AAR Registered Analysts - www.aiha.org/Registries/aar/Documents/AARAnalysts.pdf.

2.1.2.2.2 The Contractor shall coordinate their schedule so that AAR Registered Analyst(s) are available when needed on site as not to delay the construction schedule.

2.1.2.3 The Contractor shall collect and analyze air samples per all applicable laws, regulations or rules including but not limited to Minnesota Department of Health Rules 4620.3592-3598;

2.1.2.4 The Contractor shall provide valid (non-expired) and successfully completed training certifications for each individual working on the project. The certifications shall be submitted to the MPHA Project Manager prior to beginning any work on the project.

2.1.3 **Terms “Proposer”, “Bidder”, and “Contractor”** and within any ensuing documents (e.g. ensuing bid; contract; etc.):

2.1.3.1 The term “Proposer” refers to a firm or individual that is taking part in this RFQ process.

2.1.3.2 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.

2.1.3.3 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.

2.1.3.4 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 air monitoring and clearance testing project as it becomes available.
- 2.2.1 Punch list for Air Monitoring and Clearance Testing Project.** Once an air monitoring and clearance testing project becomes available, the MPHA will deliver to each 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 air monitoring and clearance testing 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 within 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 2.3.10 primarily pertain to the successful bidder’s or contractor’s responsibilities during any air monitoring and clearance testing 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 Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.

- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 Staging.** A temporary and secure space will be made available to the Contractor for equipment storage and air sample analysis.
- 2.3.7 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.
- 2.3.8 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.
- 2.3.9 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).
- 2.3.10 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 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 Angstrom Analytical for air monitoring and clearance testing 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-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. 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.
3.1.3	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).

REQUEST FOR QUALIFICATIONS (RFQ) No. R18002, Pool of Air Monitoring & Clearance Testing Contractors

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.
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.
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 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. However, Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract.

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 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 for the firm-fixed fee, then the \$1,000 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 (a/k/a Modifications).** Basically, the MPHA does not anticipate awarding any change orders during the rehabilitation work. If, prior to the 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 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.
- 3.4.2 Burdened 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 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**

- 3.5.1** 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.
- 3.5.2 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.
- 3.5.3 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.

3.6 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.

3.6.1 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.

3.7 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.

3.7.1 Within **2 CFR §200.321** it states:

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

3.7.1.2 (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.

3.7.1.3 (2) Affirmative steps must include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- 3.7.1.3.3** (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;
- 3.7.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.7.1.3.5** (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
- 3.7.1.3.6** (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.

3.7.2 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.

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

3.9 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
3.9.1	1.0		This RFQ Document
3.9.2	2.0	A	Form of Proposal
3.9.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	D	Statement of Contractor's Qualifications
3.9.6	6.0	E	Section 3 Business Preference Submittal Form
3.9.6.1	6.1	E-1	Section 3 Business Preference Explanation
3.9.7	7.0	F	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>

REQUEST FOR QUALIFICATIONS (RFQ) No. R18002, Pool of Air Monitoring & Clearance Testing Contractors

3.9.8	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)
3.9.8.1	8.1	G-1	Sample Contract Appendix No. 1: <i>Form 5370-C1 (01/2014), General Conditions for Non-Construction Contracts Section 1 (With or without Maintenance Work)</i>
3.9.8.2	8.2	G-2	Sample Contract Appendix No. 2: <i>HUD Table 5.1</i>
3.9.8.3	8.3	G-3	Sample Contract Appendix No. 3: <i>Section 3 Plan</i>
3.9.8.4	8.4	G-4	Sample Contract Appendix No. 4: <i>Form HUD 50071</i>
3.9.8.5	8.5	G-5	Sample Contract Appendix No. 5: <i>Right to Know Form</i>
3.9.8.6	8.6	G-6	Sample Contract Appendix No. 6: <i>State and Federal Data Privacy Statement</i>
3.9.8.7	8.7	G-7	Sample Contract Appendix No. 7: <i>Scope of Work</i>
3.9.9	9.0	H	MPHA Profile of Properties

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

REQUEST FOR QUALIFICATIONS (RFQ) No. R18002, Pool of Air Monitoring & Clearance Testing Contractors

		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)

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 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 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.** 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** 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-2. 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-2), 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 employeee;
 - 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 Professional Liability Insurance.** An original certificate showing the Contractor's professional liability and/or "errors and omissions" coverage (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000), 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.