REQUEST FOR PROPOSALS (RFP) No. P24007

Structural Engineering Services



March 7, 2024

To whom it may concern:

Attached is a Request for Proposals for Structural Engineering Services on an Indefinite Delivery/Indefinite Quantity (ID/IQ) basis. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is interested and available. Please review the RFP for details.

There will be no pre-proposal conference held. Questions are due Tuesday, March 19, 2024 at 3:00pm. Proposals are due Tuesday, April 2, 2024 at 3:00pm.

Thank you for your consideration.

Sincerely,

Minneapolis Public Housing Authority

Table of Contents

RFP General Information		Page
1.	Invitation	4
2.	Pre-Proposal Conference	4
3.	Question Deadline	4
4.	Proposals Due-Date and Location	
5.	Scope of Work/Technical Specifications	5
6.	Proposal Format	5
7.	Entry of Proposed Fees	
8.	Proposal Evaluations	
9.	Contract Award	
10.	MPHA's Reservation of Rights	12

- Attachment A. Scope of Services
- **Attachment B. Profile of Firm Form**
- Attachment C. W/MBE and Section 3 Subcontractor Certification Form
- **Attachment D. Section 3 Business Self Certification Form**
- **Attachment E. Section 3 Compliance Report**
- Attachment F. HUD Form 5369-B
- **Attachment G. Sample Contract**

- 1. Invitation: The Minneapolis Public Housing Authority (MPHA) is pleased to issue this Request for Proposals (RFP) to highly qualified consulting firms ("Consultants") to provide Structural Engineering design services on an Indefinite Delivery/Indefinite Quantity (ID/IQ) basis. Services may include but not be limited to design services for both new construction/development and rehabilitation of existing buildings. The work is generally described in the "Scope of Services" (Attachment A), contained within this RFP.
- **2. Pre-Proposal Conference:** There will be no pre-proposal conference held.
- 3. Question Deadline and Contact with MPHA: It is the proposer's responsibility to address all communication and correspondence, including questions pertaining to this RFP process to the Buyer only. The Buyer will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the Buyer will not conduct any substantive conversation that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the Buyer—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the Buyer may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all prospective proposers in writing by addendum. 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 RFP. Failure to abide by this requirement may be cause for MPHA to not consider a proposal submittal.

Molly Prahm, Sr. Buyer Minneapolis Public Housing Authority mprahm@mplspha.org

Office: 612-342-1469 TDD/TTY: (800) 627-3529

The deadline to submit questions is 3:00pm on March 19, 2024.

- **4. Proposal Due Date:** The Consultant shall submit an **electronic copy**, along with pricing on the Housing Agency Marketplace:
 - 1. Access ha.internationaleprocurement.com
 - 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 Housing Agency Marketplace, call customer support at (866) 526-0160.

The submittal shall be submitted at or before 3:00pm on April 2, 2024.

NOTE: Late Proposals may not be accepted.

5. Scope of Work: MPHA seeks proposals from qualified Consultants to provide the services of qualified, properly licensed engineers with expertise in all phases of the design, construction, and renovation of public housing and related MPHA facilities. It is anticipated that selected Consultants will lead full teams of engineers and related consultants. See Attachment A for a more detailed scope of work.

- **5.1 More than One Award Possible.** MPHA reserves the right to award to one or more firms.
- 5.2 Firms Placed in the Pool. The highest rated firm(s) for each discipline will be awarded a contract and placed in a pool based on the points awarded as a result of the evaluation process. When a need arises, MPHA will contact the firm from the pool it deems the best suited for that particular project to ascertain whether they are available to do the work within a reasonable timeframe that MPHA has established. If that firm is not available, MPHA will proceed to the next firm, and so forth, until MPHA has located an available firm.
- 5.3 Task Order Awards. If the firm is available within MPHA's requirements, MPHA will then attempt to negotiate a reasonable cost with the available firm based on the rates submitted with the firm's proposal and the amount of time it should take the firm to perform the work. If such negotiation cannot be successfully concluded within 5 business days (or sooner, if MPHA decides it is in its best interests), MPHA shall retain the right to suspend negotiations with that firm and proceed to the next firm. PLEASE NOTE: Once MPHA has ended negotiations with a firm, MPHA will not again enter into negotiations with that firm pertaining to that Task Order (however, this will not cause that firm to lose out on future task orders).
- **6. Proposal Format:** MPHA intends to retain the firm pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that MPHA will, as detailed in Section 6.0, consider factors other than just cost in making the award). Therefore, to allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order. There is no limit on the size of proposal submitted. PDF is the preferred format.
 - **6.1 Profile of Firm Form (Attachment B).** This form must be fully completed and submitted under this section as part of the proposal submittal.
 - **Executive Summary.** The Executive Summary should include a clear statement of the Consultant's understanding of the RFP and the objectives of MPHA. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
 - **Experience, Qualifications, and Personnel Listing.** The proposer should place documentation under this tab demonstrating their relevant experience, qualifications, and personnel to perform the services.
 - The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services.
 - Describe generally your structural engineering experience and specifically your experience with facade repair, window replacements, and roof repair and replacements in highrise buildings.
 - The number of years the firm has been in practice;

- The names, qualifications, education, skills, and specific experience of staff who will perform the services; and
- Any industry reports, recognitions, certifications, and/or articles regarding the proposer's related work.
- 6.4 Women-/Minority-Owned Business Enterprises and Section 3 Participation (Attachment C) and Equal Employment Opportunity Policy/Affirmative Action Plan. Attachment C must be fully completed and submitted as part of the proposal submitted as part of the proposal submitted as part of the proposal submittal. The proposer must also submit a copy of its Equal Employment Opportunity Policy and/or Affirmative Action Plan.
- **Scope of Services.** Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.
- **References.** The proposer should include a list of at least three references from contracts similar in size and scope that were completed in the last five years. The proposer should include contact information for each reference. The proposer may use MPHA as references in addition to three references outside of the Agency.
- company Financial Information. The proposer should include proof of financial responsibility such as financial reports (balance sheet, statement of equity, etc.) or an auditor's report, any bankruptcy filings by the firm, its principles, and/or its officers in the last seven years. Due to the sensitive financial information requested in this section, proposers may choose to submit that information directly to the Buyer, upon request. The proposer should include a statement noting that under this section.
- **6.8 Listing of Positions and Corresponding Rates at The Firm.** The proposer should submit a listing of all positions at the firm and the rate that would be charged to MPHA (this rate schedule will be incorporated into the contract).
- 6.9 Subcontractor/Joint Venture Information (Optional). The proposer should identify under this tab whether they intend to use any subcontractors for these services and/or if the proposal is a joint venture with another firm. All information required from the proposer under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
- **6.10** Section 3 Preference (Attachment D) (Optional). To claim a Section 3 Preference the proposer must complete and submit Attachment D along with any documentation required by the form.
- **6.11 Other Information (Optional).** The proposer may include under this tab any other information that the proposer believes is appropriate to assist MPHA in its evaluation of their proposal.
- 7. Entry of Proposed Fees: The proposed fees (Pricing Items) shall be submitted by the proposer and received by MPHA where provided in the Housing Agency Marketplace only. Do not submit, enter, or reference any fees or costs in the uploaded proposal, except where directed to any proposer that does so may be rejected without further consideration. Additional proposed fees cannot and will not be accepted after the submittal deadline. After entry of proposed unit fees

in the Housing Agency Marketplace, the Marketplace will automatically multiply such fees by the listed quantities. The sum of all the line items will determine the points awarded for Evaluation Factor No. 1, Proposed Fees. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; reimbursables such as travel expenses, mileage, document copying not specifically agreed to by MPHA; etc. The proposed fees need to include a breakdown by position and project phase.

7.1 Realistic Fees. The proposer is encouraged to propose a realistic fee for each Pricing Item as MPHA will not negotiate any fees after the deadline. If a proposer does not currently have one of the positions outlined below in their firm, they still must enter a reasonable cost for each of those Pricing Items. The proposer should enter a rate for an equivalent or higher position at the firm. MPHA reserves the right to not award to any proposer that proposes an unreasonable fee(s).

Pricing Item	Unit of Measurement	Position Description
No.		
1	Hourly Rate	Principal
2	Hourly Rate	Project Engineer
3	Hourly Rate	Senior Project Engineer
4	Hourly Rate	Project Manager
5	Hourly Rate	Senior Project Manager
6	Hourly Rate	Designer / Technical / CAD Technician
7	Hourly Rate	Administrative / Clerical

Taxes. As of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Community Housing Resources (CHR) is also exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Letters of Exemption will be provided upon request.

The Elliots LP, for whom MPHA manages two high-rise properties for, is not tax exempt. Work performed at those two high-rise properties must include the appropriate Taxes, if applicable. The Elliot Twin Towers are located at 1212 South 9th Street, Minneapolis, MN 55404 and 1225 South 8th Street, Minneapolis, MN 55404.

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

- **7.3 Quantities.** All quantities entered by MPHA herein and within the corresponding Pricing Items on the Housing Agency Marketplace are for calculating purposes only. MPHA reserves the right to order from the firm(s), on a Task Order basis, any amount of services MPHA requires.
- **7.4 No Deposit/No Retainer.** MPHA will not pay any deposits or retainer fees. MPHA will only pay the successful proposer(s) for actual work performed.
- **7.5 Submission Responsibilities.** It is the proposer's responsibility to be aware of and to abide by all dates, times, terms, conditions, requirements, and specifications set forth in the RFP documents, including this RFP document, the attachments listed on page 3, and

any addenda. By submitting a proposal, the proposer agrees to comply with all conditions and requirements set forth in those documents. Written notice from the proposer not authorized in writing by MPHA to exclude any of the requirements contained in the RFP documents may cause that proposer to not be considered for award.

8. Proposal Evaluations: Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). Proposals will then be evaluated by an Evaluation Panel made up of no more than five (5) staff and representatives of the MPHA. No proposer will be informed at any time as to the identity of any evaluation committee member. If a proposer becomes aware of the identity of such person(s), they shall not attempt to contact or discuss anything regarding this RFP with such person. Failure to abide by this requirement may cause the proposer to be eliminated from consideration for award. Evaluations will be based on the required criteria listed here:

	Max Point	
No.	Value	Factor Description
1	20 points	The proposed costs submitted by the proposer.
2	10 points	The overall quality, thoroughness, and clarity of the proposal.
3	20 points	Project approach, team organization, and management structure in
		support of a successful project.
4	25 points	Qualifications and experience of staff (includes a review of references).
5	25 points	Relevant knowledge and experience with affordable and/or public
		housing and/or multi-family rental housing projects; and HUD
		guidelines.
	100 points	Total Points (other than preference points)

8.1 Section 3 Business Preference Evaluation Factor. A proposer may qualify for Section 3 status by submitting the Section 3 Business Self Certification Form.

Points	Description
10 points	Certified Section 3 Business Concern (Category I, II, or III).

If the vendor is not a Section 3 Business Concern:

Max Points	Description
5 points	For submitting a compliance plan (required documents and any
	supplemental material not specifically requested) that outlines the efforts the
	vendor will undertake, which will help MPHA achieve compliance with 24
	CFR Part 75, Section 3. MPHA will evaluate the compliance plan and award
	points based both on efforts and likelihood those efforts will have the
	intended effect to achieve (or help MPHA achieve) compliance.

110 points	Total Maximum Points Possible

- **8.2 Potential Best and Finals Negotiations.** MPHA reserves the right to conduct a best and finals process, including conducting oral interviews with proposers deemed to be in the competitive range. A proposer must receive a total calculated average of at least 70 points to be considered in the competitive range. Any proposer not in the competitive range will be notified in writing by MPHA.
- **8.3 Ties.** In the case of a tie in points awarded, the award(s) shall be decided by drawing lots or other random means of selection.

- **8.4 Notice of Results of Evaluation.** If an award is completed, all proposers will receive a Notice of Results of Evaluation. Such notice shall inform all proposers of:
 - Which proposer received the award;
 - Where each proposer placed in the process as a result of the evaluation of the proposals received (both rank and points); and
 - Each proposer's right to a debriefing.
- **8.5 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 MPHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on MPHA evaluation committee.
- **9. Contract Award:** By submitting a proposal, the proposer agrees to abide by all terms and conditions regarding this RFP, including the contract clauses already attached as HUD Form 51915 and Addendum to HUD Form 51915. The following provisions are considered mandatory conditions of any contract award made by MPHA pursuant to this RFP:
 - 9.1 Contract Form. MPHA will not execute a contract on the firm's form—contracts will only be executed on MPHA forms (please see Sample Contract), and by submitting a proposal, the firm agrees to do so (please note that MPHA reserves the right to amend these forms as MPHA deems necessary). However, MPHA will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include and submits in writing a request for MPHA to do so. Accordingly, MPHA will not conduct any negotiations regarding the contract clauses already published after the submittal deadline.
 - **Mandatory HUD Forms.** Please note that 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 RFP.
 - **9.2 Assignment of Personnel.** MPHA shall retain the right to demand and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.
 - **9.3 Unauthorized Sub-contracting Prohibited.** The firm shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MPHA shall be void and may result in the cancellation of the contract, or may result in the full or partial forfeiture of funds paid to the firm as a result of the proposed contract; either as determined by MPHA.
 - **9.4 Contract Period.** MPHA anticipates that it will initially award a contract for the period of 24 months with the option, at MPHA's discretion, to extend for a total maximum contract period of 60 months.

- **Potential Escalation of Rates.** At the end of the first 12-month period (and at the end of any ensuing 12-month period), there may be an escalation of rates allowed in the same amount (capped at 3% per escalation) of any escalation that occurs in the corresponding or most similar Consumer Price Index (CPI) rate ("most similar" as determined by and at the sole discretion of MPHA). For example, if, at the end of the first 12-months the most similar CPI rate increased 4% as compared with the listed rates on the date of contract execution, then the Contractor will, at MPHA's discretion, be entitled to a 3% increase.
 - Notification from the Contractor. The contract must notify MPHA, in writing, of such desired escalation at least 60 days prior to the end of each period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of MPHA. While the Contractor is not required to request an escalation of rates, failure to submit one in writing will result in the Contractor not receiving an increase in rates.
- **9.6 Potential IQC Contract.** Though MPHA reserves the right to complete award to one firm only, MPHA anticipates that it may award to multiple agencies by forming a "Pool" of firms to utilize. If such occurs, the ensuing contract(s) award(ed) shall become an Indefinite Quantities Contract (IQC), and the following clauses shall apply:
 - Guaranteed Contract Minimum Quantity and Not-to-exceed Maximum Quantity. If the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires MPHA to award to each responsive and responsible firm a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$50,000 and NMCA: \$2,000,000. These amounts are for the life of the contract, to include any extensions.
 - Exceptions Pertaining to the GCMA. The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of two (2) requests from MPHA to be available for work during the contract period.
- **9.7 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:
 - Workers Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier. Insurance coverage shall include Statutory Workers' Compensation and Employers Liability with policy limits of \$500,000 per incident;
 - **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA as an additional insured (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;

- **Professional Liability Insurance.** An original certificate showing the successful proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000); and
- **Automobile Insurance.** An original certificate showing the proposer'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.
- City/County/State Business License. If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
- **9.8 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 9.9 Section 3 Reporting Requirements. As outlined in Attachment E, the Contractor must submit quarterly this compliance report. This report requires the vendor to provide on a quarterly basis the total number of hours worked on MPHA projects for all workers, the number of hours worked on MPHA projects by Section 3 workers, the number of hours worked on MPHA projects by Targeted Section 3 workers and any qualitative efforts undertaken to help achieve compliance with the benchmark requirements. The benchmark requirements are 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers and 5% must be worked by Targeted Section 3 workers.
- **9.10 Equal Employment Opportunity and Supplier Diversity.** Both the successful proposer and MPHA have certain responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulations. **2 CFR § 200.321** states:
 - (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.
 - (b) Affirmative steps must include:
 - o (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - o (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (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
- o (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.
- **9.11 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to MPHA within 10 workdays of notification by MPHA.
- **10. Suspension Procedures.** The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.
 - **10.1 Terms and Conditions**. Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
 - **10.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 5 of this document, while also complying with the workmanlike standard clause contained at Section 9.11.
 - 10.3 Notice of Violation. If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.
 - 10.4 Suspension and Reinstatement. For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated. For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

- 10.5 After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.
- 11. MPHA's Reservation of Rights: MPHA reserves the right to:
 - 11.1 Right to Reject, Waive, or Terminate the RFP. Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by MPHA to be in its best interests.
 - 11.2 Right to Not Award. Not award a contract pursuant to this RFP.
 - **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the firm(s).
 - **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer shall provide the services called for in this RFP.
 - 11.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of MPHA Contracting Officer (CO).
 - 11.6 Right to Reject Any Proposal. Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
 - **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 11.8 Right to Prohibit. At any time during the RFP or contract process, 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 Housing Agency 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 Housing Agency Marketplace, and further agrees that he/she will inform the Buyer in writing within 5 days of the discovery of any item listed or of any item that is issued by MPHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve MPHA, but not the prospective proposer, of any responsibility pertaining to such issue.
 - Agency 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 Housing Agency 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 Housing Agency Marketplace to obtain the documents. MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the Housing Agency Marketplace.