

# REQUEST FOR PROPOSALS (RFP) No. P17009

**General Contractor/Consultant (GC/C)  
for the Minnehaha Townhomes**



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**Table of Contents**

[Table No. 1]

<b>Section</b>	<b>Description</b>	<b>Page</b>
	Introduction	3
	RFP Information at a Glance	3
<b>1.0</b>	<b>The MPHA’s Reservation of Rights</b>	<b>4</b>
<b>2.0</b>	<b>Scope of Work/Technical Specifications</b>	<b>5</b>
2.1	Introduction	5
2.2	General Information	5
2.3	Scope of Work	6
2.4	The GC/C’s Personnel	21
<b>3.0</b>	<b>Proposal Format</b>	<b>22</b>
3.1	Tabbed Proposal Submittal	22
3.2	Entry of Proposed Fees	26
3.3	Additional Information Pertaining to the Pricing Items	26
3.4	Proposal Submission	29
3.5	Proposer’s Responsibilities — Contact with the MPHA	30
3.6	Proposer’s Responsibilities — Equal Employment Opportunity and Supplier Diversity	31
3.7	Pre-Proposal Conference	32
3.8	Recap of Attachments	33
<b>4.0</b>	<b>Proposal Evaluation</b>	<b>34</b>
4.1	Objective/Subjective Evaluation Factors	34
4.2	Evaluation Plan	36
<b>5.0</b>	<b>Contract Award</b>	<b>38</b>
5.1	Contract Award Procedure	38
5.2	Contract Conditions	38
5.3	Contract Period	39
5.4	Licensing and Insurance Requirements	39
5.5	Contract Service Standards	40
5.6	Prompt Return of Contract Documents	40
5.7	State and Federal Data Practices Act	40
5.8	Payments	40
5.9	Special Conditions	40

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**INTRODUCTION**

The Minneapolis Public Housing Authority (MPHA) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. The MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 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) 730 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 now solicits proposals from qualified and insured entities to provide the above noted services to the MPHA. All proposals submitted in response to this solicitation must conform to all requirements and specifications outlined in this document and any designated attachments in their entirety.

**RFP INFORMATION AT A GLANCE**

[Table No. 2]

CONTACT PERSON (NOTE: Unless otherwise specified, any reference to “Buyer” shall be a reference to Ms. LeRoy.)	Ayla LeRoy, Buyer Telephone (612) 342-1478, TDD/TTY: (800) 627-3529 E-mail: aleroy@mplspha.org
HOW TO OBTAIN THE RFP DOCUMENTS	1. Access ha.economicengine.com (no “www”); 2. Click on the “Login” button on the upper left side; 3. Follow the listed directions.  If you have any problems in accessing or registering on the eProcurement Marketplace, call customer support at (866) 526-0160.
PRE-PROPOSAL CONFERENCE	<b>Wednesday, June 21, 2017 at 11:00 AM at 1001 Washington Avenue North, Minneapolis, MN 55401</b>
DEADLINE TO SUBMIT QUESTIONS	<b>Monday, June 26, 2017 at 3:00 PM</b>
HOW TO FULLY RESPOND TO THIS RFP	1. As instructed in Section 3.2, enter proposed fees in the eProcurement Marketplace. 2. As instructed in Section 3.0, submit 6 hard-copy proposals to the MPHA Procurement Office.
PROPOSAL SUBMITAL DEADLINE & RETURN	<b>*Thursday, July 13<sup>th</sup>, 2017 at 3:00 PM CST</b> 1001 Washington Avenue North, Minneapolis, MN 55401 (*Proposed fees must be entered in the eProcurement Marketplace and the sealed hard-copy proposals must be received in-hand and time-stamped by the MPHA no later than 3:00 PM CST on this date).

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

- 1.0 THE MPHA’S RESERVATION OF RIGHTS.** The MPHA reserves the following rights:
- 1.1 The 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 the MPHA to be in its best interests.
  - 1.2 The Right to Not Award.** Not award a contract pursuant to this RFP.
  - 1.3 The Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience, upon 10 days written notice to the contractor(s).
  - 1.4 The 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.
  - 1.5 The 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 the MPHA.
  - 1.6 The 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.
  - 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
  - 1.8 The 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 herein. By accessing and downloading this document, each prospective proposer agrees to abide by all terms and conditions listed in this document, and further agrees that he/she will inform the MPHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the MPHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the MPHA, but not the prospective proposer, of any responsibility pertaining to such issue.
  - 1.9 The Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only venue to obtain the RFP documents and any other information pertaining to the RFP, such as addenda. Accordingly, by submitting a response to this RFP, the respondent affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of this RFP are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The MPHA seeks proposals from qualified and insured firms to provide the following detailed services:

**2.1 Introduction.** The MPHA seeks proposals from General Contractor/Consultant (GC/C) firms for the construction of the MPHA's 16-unit Minnehaha Townhomes project (Project) located at 5348 Riverview Road, Minneapolis, MN 55417. Proposals are requested from GC/C firms with direct demonstrated expertise constructing townhomes, particularly developments with various public funders such as the Minnesota Housing Finance Agency (MHFA), the City of Minneapolis, and Hennepin County.

**2.2 General Information.**

**2.2.1** The Minnehaha Townhomes is a 16-unit, new construction project consisting of four nearly identical buildings for low-income families located in Minneapolis, MN. The property consists of two separate vacant lots owned by the City of Minneapolis, for which the MPHA has exclusive development rights.

**2.2.2** The Minnehaha Townhomes will consist of 16 two-story, slab on grade, wood frame units in four buildings. Three of the buildings will have one 2-bedroom and three 3-bedroom units. The other building will have one 2-bedroom unit, two 3-bedroom units, and one 4-bedroom unit. The roofs will be closed gable style with asphalt shingles.

**2.2.3** There are development plans for a playground, a community garden, and a surface parking lot with 16 stalls.

**2.2.4** The GC/C will be an independent contractor. A stipulated sum contract will be executed between the GC/C and the MPHA. The ensuing contract shall not create any agency, employment, joint employer, joint venture or partnership relationship between the GC/C and the MPHA.

**2.2.5** The GC/C will report directly to the MPHA.

**2.2.6 General Schedule of the Work.** The Project will be designed and constructed over a period of approximately 12 months. The Table No. 3 below depicts the estimated timeframe for the work.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

[Table No. 3]

Stage	Estimated Timeframes
Stage 1 - Development Consultation/Value Engineering	1 month
Stage 2 – Subcontract Bidding	2 months
Stage 3 – Construction	8 months
Stage 4 – Final Documentation	1 month

**2.2.7 Anticipated Project Schedule.** Below is the anticipated (but not guaranteed) schedule so that proposers are aware of the MPHA’s anticipated timeline pertaining to this Project:

[Table No. 4]

Issue	Dates
Pre-Development Planning; Secure	Already complete
Architectural Design; Planning	Currently 90% complete
Project Permitting	October 2017
Close Construction Financing	October 2017
Construction	November 2017
Receipt of Certificate of Occupancy	June 2018
Lease-up	August 2018

**2.3 Scope of Work.** The GC/C shall provide development consultation and construction services in line with the 90% Construction Drawings (Attachment G) and specifications for the Minnehaha Townhome project. Please also see Attachment H, Loeffler Cost Estimate.

**2.3.1 Development Consultation Services (Stage 1).** The MPHA plans to create a project team (Project Team) consisting of the MPHA, MSR Architects (Architect), Landon Group, and any construction manager assigned by the City of Minneapolis and/or the Minnesota Housing Finance Agency. The GC/C shall participate with the Project Team during the development stage by making recommendations through value engineering, constructability analysis and cost estimating. The 90% Construction Drawings (Attachment G) and specifications describing the work have been prepared by the Architect. The goal of the development consultation services period shall be to ensure that the design of the Project achieves maximum value, constructability, sustainability and is within the project budget.

**2.3.1.1 Partnering.** The GC/C shall participate in a partnering conference with the MPHA, the Project Team and any other involved parties. The GC/C shall have in attendance its overall project

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

manager, coordinator and its lead staff assigned to provide value engineering and constructability analysis as the construction drawings are finalized.

- 2.3.1.2 Document Review.** The GC/C shall review drawings and specifications to ensure construction quality and to identify potential improvements that could lower construction cost and/or improve design, reduce maintenance and increase sustainability. The GC/C shall bring such improvements to the attention of the Project Team for possible incorporation.
- 2.3.1.3 Cost Estimate.** Based on the design and specification documents produced by the Architect, the GC/C shall research and prepare a cost estimate at 100% of the construction documents. The cost estimate shall include the following: deductive alternates not included in the current design that allow the construction cost to meet the Maximum Allowable Construction Cost (MACC); study for possible missed items; cost saving measures; and scheduling advantages. Alternates may be proposed by the GC/C or the Project Team. The GC/C shall use the estimate and shall assist the MPHA in comparing probable costs to the Project budget and in making decisions. The GC/C estimate shall be in Construction Specifications Institute or a similar format that is mutually agreeable to the GC/C and the Project Team to allow detailed comparison with the Architect's estimate.
- 2.3.1.4 Construction Schedule.** Based on the design and specification documents produced by the Project Team, the GC/C shall develop a construction schedule incorporating an effective sequence and coordination of the work and related contracts.
- 2.3.1.5 Selection of Subcontractors and Self-Performed Work.** The work shall be bid to subcontractors in accordance with construction documents prepared by the Project Team, the City of Minneapolis' funding requirements, and the MPHA's Procurement Policy.
- 2.3.1.6 Subcontracting Plan.** Based on the design and specification documents produced by the Project Team, the GC/C shall plan, prepare to solicit and obtain subcontractor bids for all work. The GC/C shall include how it will provide for or otherwise

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

encourage Women and Minority Business Enterprise (WMBE) participation, and Section 3 participants pursuant to Section 3 of the Housing Act, and meet the employment goal for Section 3 eligible residents as detailed in Attachment D-1. Work which receives no responsible bids may be self-performed by the GC/C upon approval by the MPHA and the Project Team with an analysis submitted by the GC/C showing that the cost to perform this work is the lowest cost reasonably obtainable.

**2.3.1.7 Costs of Development Consultation.** All costs related to this task are to be included as a lump-sum price as proposed by the GC/C in its proposal.

**2.3.1.8 Development Consultation Completion.** This stage shall be complete upon written approval by the MPHA and the Project Team of the final design, construction documents, final cost estimates, construction schedule and subcontracting plan.

**2.3.2 Construction Subcontract Bidding (Stage 2).** Upon completion of Stage 1 and the issuance of a Notice to Proceed by the MPHA, Stage 2 will begin, which includes subcontract bidding for construction. Stage 2 begins with the implementation of the approved subcontracting plan formed during development consultation and continues until a Notice to Proceed for Stage 3, Construction, and Stage 4, Final Documentation, is issued by the MPHA. During Stage 2, the GC/C shall conduct the bidding process to select all subcontractors and obtain necessary building permits.

**2.3.2.1 General.** The GC/C shall prepare and competitively bid subcontract packages for the performance of all construction work necessary to construct the Project. The GC/C shall administer the bidding process in accordance with the approved subcontracting plan, conducting all bidding, evaluating bids, making recommendations to the MPHA and the Project Team, awarding contracts and preparing subcontracts. The subcontracts shall include all necessary provisions to ensure that the GC/C is the sole manager of the subcontracts and to comply with the MPHA's contract requirements, including but not limited to: Davis-Bacon wage requirements; Equal Employment Opportunity (EEO) requirements; utilization of Women and Minority Business Enterprises (WMBE); Section 3 utilization; and Insurance,



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

Bonding, and other legal requirements. Prior to execution of any subcontract, the GC/C and the MPHA shall negotiate a maximum rate for overhead and profit to be paid to any subcontractor for work to be authorized by Change Orders. Such rate shall be separately calculated as a percentage of the cost of direct labor, materials, and supervision of the work specified in the Change Order, and shall clearly show the rate and value for profit and for overhead. All such terms and conditions pertaining to Change Orders shall be incorporated in bid documents received by and contracts executed with any subcontractors, regardless of the tier of the subcontract.

**2.3.2.2 Bid Subcontracts in Accordance with the Subcontracting Plan.**

The GC/C shall administer the subcontract bid procedure, including:

- 2.3.2.2.1** Along with the MPHA, determining the bidding timeframe and requirements including but not limited to advertisement, pre-bid conference(s), formal vs. informal solicitations, question and answer period(s), bidding period, bid due date, and others;
- 2.3.2.2.2** Along with the MPHA, producing subcontract bid packages, including all plans, specifications and contractual language necessary for the GC/C to contract for the subject work;
- 2.3.2.2.3** Publicly advertising, as required, the bidding in publications mutually agreeable to the GC/C and the MPHA;
- 2.3.2.2.4** Along with the MPHA, developing a list of qualified firms that will be solicited for bidding to ensure multiple bids will be obtained for each bid package;
- 2.3.2.2.5** Conducting outreach and distribution of the bid documents, including making the bid documents available to any interested bidder; and

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.3.2.2.6** Conducting a public bid opening at the GC/C's offices for all formal bid packages.

**2.3.2.3 Competitive Bid Report.** The GC/C shall provide the MPHA and the Project Team with a report of all work to be awarded to subcontractors, or to be performed by the GC/C as the result of a competitive bid process for which no responsible bids were received. The report shall include the name and address for each bidder, the bid amount, and an itemization of any exclusion, limitations, or other modifications to the bid. The report shall also include a description of any negotiations and a recommendation for the award of a subcontract. If the GC/C recommends awarding a subcontract to a firm that is not the lowest bidder, the report shall provide a justification for the selection.

**2.3.2.4 Noncompetitive Award Report.** The GC/C shall provide the MPHA and the Project Team with a report that identifies any work for which an adequate number of bids were not received. The report shall include:

**2.3.2.4.1** The measures taken by the GC/C to obtain competitive responsible bids for the work, including copies of advertisements and lists of plan centers and bidders receiving the bid documents;

**2.3.2.4.2** An explanation of any instance in which the GC/C elected to accept a bid other than the lowest bid, including bidder disqualification resulting from lack of responsiveness or responsibility;

**2.3.2.4.3** An explanation of the impact of any bidder exclusions or amendments accepted by the GC/C;

**2.3.2.4.4** An explanation of any instance in which the GC/C elected to combine bids for multiple

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

divisions or items, and the cost benefit realized from such action;

**2.3.2.4.5** A cost breakdown from any bidder for subcontract work where only one competitive bid was received, in the same level of detail as that required for Change Orders, and the GC/C's best analysis confirming why the proposed bid is reasonable; and

**2.3.2.4.6** Identification of any work for which no responsible bids were received, the cost of the work, and analysis demonstrating why the GC/C's cost to perform the work, if applicable, is the lowest cost reasonably obtainable. The GC/C's cost proposal shall be at the same level of detail required for Change Orders as detailed in Section 2.3.2.5.

**2.3.2.5 Change Orders.** The level of detail for all Change Orders shall be consistent with the requirements set forth in Attachment F-2, HUD Form 5370, *General Conditions for Construction Contracts – Public Housing Programs*; specifically in section 29, paragraphs (f) and (g).

**2.3.2.6 Cost Analysis Data for Self-Performed Work.** In developing reports of the bid results, the GC/C shall provide the MPHA and the Project Team with detailed cost data for any work to be self-performed by the GC/C and for any work for which only one bid was received. Such detailed information shall include, but not necessarily be limited to, the same data required for Change Orders as detailed in Section 2.3.2.5.

**2.3.2.7 WMBE and Resident Participation Report.** The GC/C shall provide the MPHA and the Project Team with a report identifying how the GC/C has provided for or otherwise encouraged Women and Minority Business Enterprise (WMBE) participation and utilization of Section 3 businesses and residents pursuant to Section 3 of the Housing Act, and the results of those efforts.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.3.2.8 Final Construction Schedule.** The GC/C shall develop a final construction schedule that shall conform to the MPHA's requirements for production under its Development Agreements with the MPHA and with loan agreements, pending or executed, by the MPHA and its partners.

**2.3.2.9 Cost of Stage 2.** All costs associated with the GC/C's Stage 2 services are to be included as a lump-sum price in the GC/C's Stage 2 Specified General Conditions, as proposed by the GC/C in its proposal, and shall be incorporated into the Contract and not be subject to adjustments due to Change Orders.

**2.3.2.10 Stage Completion.** This stage shall be complete upon:

**2.3.2.11** Agreement between the MPHA and the GC/C of a final Maximum Allowable Construction Cost (MACC) representing the total cost of all subcontracts and self-performed work;

**2.3.2.12** Agreement between the MPHA and the GC/C upon allowances for Reimbursable General Conditions services provided by the GC/C, including utility connection fees;

**2.3.2.13** Execution of a Change Order reflecting items 2.3.2.10 and 2.3.2.11 above, and establishing a Performance Schedule; and

**2.3.2.14** Issuance of a Notice to Proceed by the MPHA with Stage 3 – Construction and Stage 4 – Final Documentation.

**2.3.3 Construction (Stage 3).** Stage 3, Construction, is the period during which the Project is physically constructed. It begins with the Notice to Proceed for Stage 3, Construction, issued by the MPHA, proceeds through Substantial Completion and ends with Final Construction Completion.

**2.3.3.1 Specified General Conditions.** All costs for the following items

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

listed under this paragraph shall be paid from the GC/C's lump sum amount allocated for Specified General Conditions for Stage 3, Construction, and shall not be subject to adjustments due to changes in the MACC or to other Change Orders, except as described below. The MPHA will consider proposals for an adjustment in Stage 3 Specified General Conditions which are necessary solely to offset actual increased costs of performance and payment bonds and General Liability Insurance premiums provided that such increases are directly attributable to cost increases in the MACC.

**2.3.3.1.1 Performance and Payment Bonds.** Prior to issuance of a Notice to Proceed with Stage 3, Construction, the GC/C shall secure and provide to the MPHA Performance and Payment bonds equal to the value of the work and any additional work to be authorized by Change Order in such form as the MPHA may prescribe and issued by a surety satisfactory to the MPHA.

**2.3.3.1.2 Insurance.** Prior to issuance of the Notice to Proceed with Stage 3, Construction, the GC/C shall provide certificates of insurance and endorsements as specified in Section 5.4 and provide such evidence to the MPHA as required.

**2.3.3.1.3 Site Construction Support and Logistics.** The GC/C shall plan, order, prepare and coordinate all necessary on-site support staff, services and equipment for construction logistics and support for the site. Coordination shall include:

**2.3.3.1.3.1** Management of temporary utilities (including water, power and sanitation), construction offices, site safety and security arrangements (including site access, traffic control, storage of materials and equipment on-site); however, out-of-pocket

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

costs for equipment, materials and personnel required for implementation of these activities shall be a Reimbursable General Condition as detailed in Section 2.3.3.3;

**2.3.3.1.3.2** Coordinate, secure and provide for any required notifications, Street Use or Traffic Control permits or other authorizations necessary to begin construction. However, out-of-pocket costs for equipment, materials and personnel required for implementation of these activities shall be a Reimbursable General Conditions, as shown below in Section 2.3.3.3; and

**2.3.3.1.3.3** Maintain and update information as to existing and required locations, configurations, and scheduling of the work and provide such information to all subcontractors.

**2.3.3.1.4 Resident/Property Owner Notification and Coordination.** The GC/C shall notify adjacent residents and property owners of anticipated construction activity, and diligently seek to avoid disruption to the extent possible, and to mitigate such disruption to neighbors.

**2.3.3.1.5 Utility Coordination.** The GC/C shall be responsible for utility delays resulting from an insufficient coordination effort.

**2.3.3.1.6 Construction Supervision.** The GC/C shall

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

oversee activities of all subcontractors on the Project and shall provide direction, coordination, and quality control, act as the conduit between the subcontractors, the MPHA and the Project Team for all Requests For Information and design clarifications of the project construction documents, coordinate schedules, evaluation of subcontractor pay requests and make appropriate progress payments to subcontractors, and processing and evaluating for the MPHA's interests any changes to the work. The GC/C shall act on behalf of the MPHA to provide a product which, at a minimum, conforms to the Construction Documents at the most favorable cost reasonably obtainable by the MPHA.

**2.3.3.1.7 Construction Documentation.** The GC/C shall hold and maintain all Project records, document project communications, document as-built dimensions and locations, keep and maintain all approved project submittals and shop drawings, maintain records of daily and weekly site observations, keep and maintain documentation of time and materials expended on any force-account work, document work performed against current project schedules, and provide the MPHA with Certified Payroll, and regular workforce reports on actual utilization of W/MBEs and Section 3 employment. The GC/C shall include site and an above ground visual ongoing video to document the Project site. The GC/C shall prepare and submit applications for payment not more than monthly, and shall include in each application all documentation required to confirm the reimbursable expenses incurred for which payment is requested. The application for payment shall include, at the MPHA's request, a report of payments made to Section 3 and minority- and women-owned businesses, showing total payments to each

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

such subcontractor, for the period for which payment is requested, and to date for the life of the Contract.

**2.3.3.1.8 Safety Programs.** The GC/C shall oversee and direct compliance with required Health and Safety program monitoring, and ensure subcontractor compliance and the compliance of all persons on-site with such programs.

**2.3.3.1.9 Schedule Management.** The GC/C shall coordinate the work of the subcontractors to accomplish the approved Project schedule, and shall coordinate the activities of others working on-site. The GC/C shall provide appropriate, agreed or required notifications to adjacent tenants, regulatory agencies, inspecting agencies, the MPHA and Project Team members to facilitate their activities and expedite the work. The GC/C shall monitor and evaluate progress of the work against the Project construction schedule, noting variations and proposing updates to the schedule, as appropriate, for approval by the MPHA.

**2.3.3.2 Maximum Allowable Construction Cost (MACC).** The MACC for the Project is assumed to be the amount set forth in Table No. 6 for the purposes of the Proposal and Award of the Contract.

**2.3.3.2.1** The MACC can only be changed by an executed Change Order. Such Change Order will be negotiated at the end of Stage 2 prior to issuance of the Notice to Proceed with Stage 3. The MACC will reflect the approved and agreed-upon Final Design of the Project and the total cost based on completed bidding. The Change Order will also incorporate the drawings and technical specifications of the Final Design and the agreed-upon Final Construction Schedule.



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.3.3.2.2** The MACC shall include only those costs specified in items 2.3.3.2.3.1 and 2.3.3.2.3.2 below, and shall not include any costs itemized as Specified General Conditions for any Stage, Reimbursable General Conditions, or the GC/C's Fee for the work.

**2.3.3.2.3** The following costs included in Stage 3, Construction, are in the Scope of Work (unless withdrawn by executed Change Order) and shall be included in the MACC. Compensation for them shall be limited to the amount of the MACC. These costs are:

**2.3.3.2.3.1 All subcontractor costs** including work allocated through subcontract bidding and MPHA-approved GC/C self-performed work involving mechanics and laborers not allocated to Reimbursable or Specified General Conditions of this Stage. The cost of these subcontracts bid by the GC/C, plus the cost of work to be self-performed by the GC/C, will constitute the final MACC.

**2.3.3.2.3.2 Other Costs of Stage 3, Construction, MACC.** The GC/C shall include only such other costs not specifically enumerated above, but demonstrably required directly for the completion of the work of the MACC, such as associated taxes and fees associated with such costs or activities.

**2.3.3.3 Reimbursable General Conditions.** The following work

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

included in this Stage shall be Stage 3, Reimbursable General Conditions, and shall be paid based on submittal and approval of receipts for such expenses. Reimbursable General Conditions services shall be identified and estimated during the Stage 2 negotiation of the MACC and will be included in the Stage 3 schedule of values for payment on a documented time and materials basis. The estimated Reimbursable General Conditions incorporated in the Contract and the reimbursements made in accordance with the estimates shall not include any GC/C overhead, markup and profit, as these are included in the GC/C fee. The following costs, and only the following costs, shall be included in the Reimbursable General Conditions:

- 2.3.3.3.1 Site Safety and Security.** All material and direct labor required to erect, maintain, relocate and remove fencing, barricades, and signage related to access and traffic to, from and on the site of work;
- 2.3.3.3.2 Field Offices.** Installation, placement, maintenance and removal of the trailer(s) required for the work, including equipment and furniture located therein, but not consumable materials;
- 2.3.3.3.3 Temporary Utilities.** Electrical, water, sewer and gas consumed on site for the work;
- 2.3.3.3.4 Temporary Sanitation.** Placement, removal and service of temporary toilets at the site;
- 2.3.3.3.5 Rubbish and Trash Removal.** Collection and removal of trash, rubbish, and construction debris necessary for the safe and effective prosecution of the construction work only;
- 2.3.3.3.6 Traffic Fees.** Applicable municipal charges for haul routes, parking, etc.;

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

- 2.3.3.3.7 Permits.** Including Trade Permit Fees (mechanical, electric, etc.) and Temporary Street Use Permits;
- 2.3.3.3.8 Testing Fees.** Including Code Required testing and inspections;
- 2.3.3.3.9 Environmental Pollution Control.** Costs of compliance with applicable environmental regulations not designated elsewhere;
- 2.3.3.3.10 Direct Charges for Utility Hookups.** Cost of hookups by utility providers, including electricity, natural gas, water, and sewer;
- 2.3.3.3.11 Temporary Erosion and Sedimentation Control.** Construction and operation of vehicle washing sites, construction of silt basins, fencing, etc., as necessary to comply with legal requirements;
- 2.3.3.3.12 Survey and Site Control.** All the GC/C's survey and measurement costs necessary to execute the work in accordance with the Construction Documents;
- 2.3.3.3.13 Temporary Heat.** Cost of equipment and fuel to provide heat necessary for internal drying of structures not provided through hook-up to public utilities;
- 2.3.3.3.14 Weather Protection.** Rental of storage containers for on-site storage or covering with and maintaining plastic tarps; and
- 2.3.3.3.15 Off-Site Staging and Materials Storage approved by the MPHA.** Rental of warehouse space and/or associated trucking and loading charges.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.3.3.4 Stage Completion.** Construction shall be complete when:

**2.3.3.4.1** The GC/C has notified the MPHA that construction is complete;

**2.3.3.4.2** A site observation by the MPHA's Representative has been conducted;

**2.3.3.4.3** Items noted by the MPHA's representative that require correction or completion are completed to the MPHA's satisfaction;

**2.3.3.4.4** Certificates of Occupancy are issued (for Phase II); and

**2.3.3.4.5** The MPHA has established the date of Final Construction Completion.

**2.3.4 Final Documentation (Stage 4).** This Stage is the period in which the final documentation for the Project is prepared, assembled, and transmitted to the MPHA.

**2.3.4.1 Complete Processing and Transmittal of all Final Project and Accounting Documentation.** The GC/C shall compile, process, and submit all final project and accounting documentation to the MPHA, including resolution of any outstanding payroll or payroll documentation issues. This includes (but is not limited to) warranties, as-built drawings, subcontractor and supplier payment documentation, system balancing and adjustment documentation, test reports, and permit inspection sign-off sheets and approvals.

**2.3.4.2 Spare Parts.** The GC/C shall package all spare parts and surplus materials provided for in the Construction Documents. Such parts or materials shall be labeled and protected for long-term storage.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**2.3.4.3 Operations and Maintenance Manuals and Materials.** The GC shall prepare and provide to the MPHA all Operations and Maintenance Manuals and associated necessary supplemental materials.

**2.3.4.4 Stage Completion.** This stage is complete at contract completion.

**2.4 The GC/C's Personnel.**

**2.4.1 GC/C Employees.** The GC/C shall engage or hire all personnel necessary for the completion of the Project. The GC/C shall ensure that employees of the GC/C fully understand that no employment relationship exists between the employee and the MPHA.

**2.4.2 Drug Free Workplace.** Neither the GC/C nor any employee of the GC/C shall at any time fail to comply with the Federal Drug Free Workplace Act of 1988 nor any regulations promulgated there under, including without limitation the regulations at 54 Federal Register 4957 (1989) as amended.

**2.4.3 Section 3 Hiring.** The GC/C shall comply with Section 3 requirements set forth herein. To the greatest extent possible, opportunities for training and employment will be given to: (a) residents residing in the development; (b) low income residents of other MPHA public housing developments; and (c) other low-income residents of the 13-county Metropolitan Area. Contracts for work connected with the components will be awarded to business concerns that are owned in substantial part by the foregoing persons, provided that these opportunities shall not compromise the quality of maintenance and management services; are comparable in price and quality to services provided generally by contractors; and are consistent with sound business practices.

**2.4.4 Failure to Correct Problems.** If the GC/C receives a written warning and fails to correct the problem within the time period cited in such warning, the GC/C's contract is subject to termination.

**2.4.5 Termination for Convenience.** The contract entered between the MPHA and the GC/C must include the HUD-required Termination for

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

Convenience clause.

**3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The MPHA intends to retain a GC/C pursuant to a “Best Value” basis, not a “Low Cost” basis, meaning, as detailed in Section 4.0, the MPHA will consider factors other than cost in making the award. Therefore, so that the MPHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted 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 referenced below. None of the proposed services may conflict with any requirement that the MPHA has published herein or issued by addendum.

[Table No. 5]

RFP Section	Tab No.	Description
3.1.1	1	<b>Form of Proposal (Attachment A).</b> This form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>HUD 5369-A (11/92), <i>Certifications and Representations of Offerors, Public and Indian Housing Programs</i> (Attachments B).</b> This form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form (Attachment C).</b> This form must be fully completed, signed, and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> 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 Section 2.0, including but not limited to:
3.1.4.1		<b>Letter of Interest/Transmittal Letter</b> signed by an officer of the firm or corporation authorized to tender such responses and to execute contracts.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

<b>3.1.4.2</b>		<p><b>Qualifications and Capacity of the Proposed GC/C Team,</b> including:</p> <ul style="list-style-type: none"> <li>• Background on the firm, its principals, general qualifications and experience;</li> <li>• State of Minnesota Contractors Board License Number;</li> <li>• Description of any litigation the firm has been involved in over the last five (5) years;</li> <li>• Bonding capacity, name, address and phone number of the bonding company;</li> <li>• Demonstrated ability to perform the work during the specified timeframe given other current or anticipated obligations;</li> <li>• The firm’s safety record, State Industrial Insurance Experience Factor and substance-abuse programs; and</li> <li>• Description of the firm’s managerial and financial capacity to deliver the proposed services.</li> </ul>
<b>3.1.4.3</b>		<p><b>Evidence of Related Experience</b> including:</p> <ul style="list-style-type: none"> <li>• Experience in construction of new residential townhomes and new construction of similar size and scope, including timely performance within cost;</li> <li>• Experience in construction management and pre-construction services of similar size and scope; and</li> <li>• Description of the project team, identifying the roles, responsibilities and authority of key members and noting whether they will be on- or off-site.</li> </ul>

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

<b>3.1.4.4</b>		<p><b>Regulatory Knowledge and Experience.</b></p> <ul style="list-style-type: none"> <li>• Description of the firm’s development approach in working with the MPHA and the Project Team on planning issues and coordination of construction activities;</li> <li>• Description of the firm’s approach regarding cost control including cost estimating; bidding; and monitoring the costs of the Project. Describe the estimating format and accuracy of the recent estimates;</li> <li>• Description of methods for encouraging participation of W/MBE businesses as subcontractors and suppliers as well as methods for maximizing employment of Section 3 residents;</li> <li>• Provide a summary of expected problems and solutions including comments on the MACCs provided in Table No. 6; and</li> <li>• Knowledge of applicable Minnesota Housing Finance Agency and City of Minneapolis funding requirements.</li> </ul>
<b>3.1.4.5</b>		<p><b>Project Approach.</b></p> <ul style="list-style-type: none"> <li>• Describe the proposer’s development approach in working with the MPHA and the Project Team on planning issues and coordination of construction activities;</li> <li>• Describe the proposer’s approach to cost control including cost estimating, bidding and monitoring the costs of the Project. Describe estimating format and accuracy of recent estimates;</li> <li>• Describe methods for encouraging participation of WMBE businesses as subcontractors and suppliers as well as methods for maximizing employment of Section 3 businesses and residents; and</li> <li>• Provide a summary of expected problems and solutions including comments on the MACCs.</li> </ul>



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

<b>3.1.5</b>	<b>5</b>	<p><b>Client Information.</b> Proposers shall submit a listing of former or current clients, including Public Housing Agencies, for whom the proposer has performed similar or like services to those proposed herein. The listing shall include:</p> <ul style="list-style-type: none"> <li>• The client’s name;</li> <li>• The client’s contact name;</li> <li>• The client’s telephone number and e-mail address;</li> <li>• The dates the services were/are provided; and</li> <li>• A brief narrative description and scope of the service(s).</li> </ul>
<b>3.1.6</b>	<b>6</b>	<p><b>Equal Employment Opportunity/Supplier Diversity.</b> Proposers shall submit under this tab a copy of their Equal Employment Opportunity Policy and a complete description of the positive steps they will take to ensure compliance with the regulations detailed in Section 3.6 pertaining to supplier diversity (e.g. small, minority, and women-owned businesses).</p>
<b>3.1.7</b>	<b>7</b>	<p><b>Subcontractor/Joint Venture Information (Optional).</b> Proposers shall identify under this tab 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. 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.</p>
<b>3.1.8</b>	<b>8</b>	<p><b>Section 3 Business Preference Documentation (Optional).</b> For any proposer claiming a Section 3 Business Preference, he/she shall include under this tab the fully completed and signed Section 3 Submittal Form attached as Attachment D and any documentation required by that form.</p>
<b>3.1.9</b>	<b>9</b>	<p><b>Other Information (Optional).</b> Proposers may include under this tab any other general information that the proposer believes is appropriate to assist the MPHA in its evaluation.</p>
<b>3.1.10</b>		<p><b>Optional Tabs.</b> If no information is to be placed under any of the above noted tabs (specifically the “Optional” tabs), place under such tab 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.</p>
<b>3.1.11</b>		<p><b>Proposal Submittal Binding Method.</b> Proposers should bind their 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.</p>

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**3.2 Entry of Proposed Fees.** Proposers shall submit proposed fees in the eProcurement Marketplace only for each of the Pricing Items detailed in Table No. 6. Unless otherwise stated, all proposed fees are all-inclusive of all related costs that the Contractor 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; long distance telephone calls; travel expenses; mileage; trip charges; document copying; etc.

[Table No. 6]

RFP Section	Item No.	Qty.	U/M	Description
3.2.1	1	1	Each	Lump Sum Fee for Stage 1 - Pre-Development Consultation and Value Engineering
3.2.2	2	1	Each	Lump Sum Fee for Stage 2 (Subcontract Bidding) Specified General Conditions
3.2.3	3	1	Each	Lump Sum Fee for Stage 3 (Construction) Specified General Conditions
3.2.4	4	1	Each	Lump Sum fee for Stage 3 (Construction) Reimbursable General Conditions
3.2.5	5	1	Each	Lump Sum Fee for Stage 3 (Construction) GC/C Overhead Fee on MACC (not to exceed 2% of MACC)
3.2.6	6	1	Each	Lump Sum Fee for Stage 3 (Construction) GC/C Profit Fee on MACC (not to exceed 4% of MACC)
3.2.7	7	1	Each	Lump Sum Fee for Stage 4 (Final Documentation) Specified General Conditions

**3.3 Additional Information Pertaining to the above Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the MPHA herein are for calculating purposes only, and are estimates only pertaining to estimated annual usage. The MPHA reserves the right to order from the GC/C, on a task order basis, any amount of services the MPHA requires.

**3.3.2 Entry of Fees.** Proposers shall submit realistic and reasonable fees in the eProcurement Marketplace for each Pricing Item detailed in Table No. 6. No additional proposal prices can or will be received after the proposal submittal deadline; any proposer that does not comply with this requirement may be rejected without further consideration. The MPHA

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

reserves the right to not award to any proposer that, in the opinion of the MPHA, proposes any cost that is deemed by the MPHA to be unreasonable.

**3.3.2.1 Review the Entry of Proposed Fees.** The MPHA strongly recommends that each proposer, after entry of these proposed fees in the eProcurement Marketplace, print the receipt provided, and carefully review the entry to ensure that the proposer has entered the proposed fees correctly. The eProcurement Marketplace allows proposers to re-enter the site at any time prior to the posted deadline to correct any entries, if necessary. Proposers will not be able to correct entries after the posted deadline.

**3.3.2.2 Calculation of Fees.** After entry of proposed fees in the eProcurement Marketplace, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all of the line items will determine the points awarded for Evaluation Factor No. 1 detailed in Table No. 8.

**3.3.3 No Deposit/No Retainer.** The MPHA will not pay any deposit or retainer fees because of award of the ensuing contract. This means that the MPHA will pay the GC/C only for the actual provision of services.

**3.3.4 Taxes.** All persons doing business with the MPHA are hereby made aware that, as of January 1, 2017, 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.

**3.3.5** All proposed fees shall be consistent with HUD Federal Safe Harbor Standards.

**3.3.6** The assumed MACC for the construction is shown on the Proposal Cost Form and is only an estimate of the Project cost. It is provided for proposal comparison purposes only. The MPHA does not warrant, expressly or by implication, that the actual MACC for the construction will exactly correspond with the estimate. The MACC for each Phase of the construction will be established at the time a Change Order is negotiated, at the end of Stage 1, Subcontract Bidding, for each Phase. That Change Order will also incorporate the final drawings and specifications into the

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

contract documents and provide approval of the construction schedule.

**3.3.7 GC/C Fee on the MACC.** The GC/C will receive a fee, which will be proposed on the eProcurement Marketplace, for the performance of the work under the MACC. This fee is to provide for all regional or general office overhead of the GC/C attributable to the Project, and all the GC/C's profit on the Project. A percentage of the GC/C's fee shall be paid commensurate with the percentage of work completed.

**3.3.7.1** The fee shall be established by and with the values stated in the GC/C's proposal. The fee shall not be modified due to changes in the MACC unless the MACC for a Stage of the work exceeds the MACC specified in Table No. 6 by a minimum of 15% as the result of executed Change Orders, and provided that such increases are not principally the result of changes in material prices. If the MACC, including Change Orders, exceeds the amount of the MACC specified for a Stage in the RFP by at least 15 percent, the MPHA will entertain a proposal from the GC for an adjustment in the fee. Such adjustment shall not exceed the ratio between the GC/C's fee submitted in its proposal, and the estimated cost of the MACC specified in Table No. 6. Costs to be included in the GC/C's Fee shall include:

**3.3.7.1.1** All General Non-Site Overhead and Corporate Management of the GC/C and all GC/C Profit; and

**3.3.7.1.2** All other costs not specifically enumerated above, but required for completion of the work of the project not allocated elsewhere, including all taxes on or resulting from payments made to the Contractor as part of the GC/C Fee.

**3.3.7.2 Guaranteed Contract Cost.** The Guaranteed Contract Cost (GCC) shall consist of the total cost of the following:

**3.3.7.2.1 Stage 1 - Development Consultation.** Fixed Price for services;

**3.3.7.2.2 Stage 2 - Subcontract Bidding.** Specified General Conditions;

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**3.3.7.2.3**      **Stage 3 - Construction.** Specified General Conditions;

**3.3.7.2.4**      **Stage 3 - Construction.** Reimbursable General Conditions;

**3.3.7.2.5**      **Stage 3 - Construction.** Maximum Allowable Construction Cost (MACC);

**3.3.7.2.6**      **Stage 3 - Construction.** Fee on MACC; and

**3.3.7.2.7**      **Stage 4 - Final Documentation.** Specified General Conditions.

**3.3.7.3**      **Costs Outside the Contract.** The following costs associated with the overall Project are external to and not part of the price of the contract to be executed as a result of this RFP:

**3.3.7.3.1**      Architectural and Engineering Services contracted for separately by the MPHA;

**3.3.7.3.2**      Land Use and Building Permits;

**3.3.7.3.3**      Builder's Risk Insurance Premiums; and

**3.3.7.3.4**      Initial Site Survey and Control Points.

**3.4**      **Proposal Submission.** Proposed fees must be entered in the eProcurement Marketplace and all hard-copy proposals must be submitted and time-stamped received in the MPHA Procurement Office no later than the submittal deadline. Proposals received after the published deadline will not be accepted. A total of 6 hard-copy proposals (1 original signature and 5 exact copies, including extending tabs) shall be placed unfolded in a sealed package and addressed to:

**Minneapolis Public Housing Authority  
Attention: Ayla LeRoy, Buyer  
1001 Washington Ave N, Suite 204, Minneapolis, MN 55401**

**3.4.1**      **Submission Conditions.** The package exterior must clearly denote the above noted RFP number and must state the proposer's name and return

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

address. Do not fold or make any additional marks, notations or requirements on the documents to be submitted. Proposers shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents that are submitted to the MPHA, 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 and consider the proposal. By accessing and downloading these documents, each prospective proposer agrees to confirm all notices that the MPHA delivers to him/her as instructed. By submitting a proposal, the proposer agrees to abide by all terms and conditions published herein and by addendum.

**3.4.2 Submission Responsibilities.** Proposers shall be responsible to be aware of and abide by all dates, times, conditions, requirements and specifications set forth in all applicable documents issued by the MPHA, including the RFP document, the documents listed in Section 3.8, and any addenda and required attachments submitted by the proposer. By completing, signing and submitting the documents, 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 the MPHA to exclude any of the MPHA's requirements contained in the documents may cause that proposer to not be considered for award.

**3.5 Proposer's Responsibilities — Contact with the MPHA.** Proposers shall address all communication and correspondence pertaining to this RFP process to the Buyer only. Proposers must not make inquiries 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 the MPHA to not consider a proposal submittal.

**3.5.1 Addendums.** All questions and requests for information shall be addressed in writing to the Buyer, who 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 conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers cannot call the Buyer; it means that, other than directing the prospective proposer to where his/her answer has already been issued in the solicitation documents, the Buyer

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

may not respond to such inquiries but will direct the prospective proposer to submit such inquiry in writing so that the Buyer can fairly respond to all prospective proposers in writing by addendum.

**3.6 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the GC/C and the MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1 2 CFR § 200.321 states:**

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

**3.6.1.2** (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.

**3.6.1.3** (b) Affirmative steps include:

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

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

**3.6.1.3.3** (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;

**3.6.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

**3.6.1.3.5** (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

Development Agency of the Department of  
Commerce; and

**3.6.1.3.6** (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.

**3.6.2** In addition:

**3.6.2.1** Consistent with Presidential Orders 11625, 12138, and 12432, the MPHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in the MPHA's contracting.

**3.6.2.2** The MPHA is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute.

**3.6.3 Requirements.** Accordingly, see Section 3.1.6 in Table No. 5, which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance with these regulations.

**3.7 Pre-Proposal Conference.** The scheduled pre-proposal conference identified on Page 3 is not mandatory pursuant to HUD regulation. Such conferences typically last 1 hour or less. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal. Therefore, at this conference the MPHA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may ask questions, though the MPHA may require that some such questions are delivered in writing prior to a response be given in return in writing. Attendees are encouraged to bring a copy of the RFP documents to this conference as the MPHA will not distribute at this conference any copies of the RFP documents.

**3.8 Recap of Attachments.** Each proposer shall verify that he/she has downloaded the following attachments pertaining to this RFP, which are included by reference as a part of this RFP:



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

[Table No. 7]

<b>RFP Section</b>	<b>Document No.</b>	<b>Attachment</b>	<b>Description</b>
<b>3.8.1</b>	<b>1.0</b>		This RFP Document
<b>3.8.2</b>	<b>2.0</b>	<b>A</b>	Form of Proposal
<b>3.8.3</b>	<b>3.0</b>	<b>B</b>	HUD Form 5369-A, (11/92), <i>Certifications and Representations of Offerors, Public and Indian Housing Programs</i>
<b>3.8.4</b>	<b>4.0</b>	<b>C</b>	Profile of Firm Form
<b>3.8.5</b>	<b>5.0</b>	<b>D</b>	Section 3 Business Preference Form
<b>3.8.5.1</b>	<b>5.1</b>	<b>D-1</b>	Section 3 Explanation
<b>3.8.6.1</b>	<b>6.0</b>	<b>E</b>	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts</i>
<b>3.8.7</b>	<b>7.0</b>	<b>F</b>	Sample Contract Form: <i>AIA Standard Form of Agreement Between Owner and Contractor</i> (This contract and the listed appendices are a sample only. The MPHA reserves the right to revise any clause herein and/or to include any additional clauses that the MPHA feels are in its best interests.)
<b>3.8.7.1</b>	<b>7.1</b>	<b>F-1</b>	Sample Contract Appendix No. 1: <i>AIA General Conditions of the Contract for Construction</i>
<b>3.8.7.2</b>	<b>7.2</b>	<b>F-2</b>	Sample Contract Appendix No. 2: HUD Form 5370, <i>General Conditions of the Contract for Construction</i>
<b>3.8.7.3</b>	<b>7.3</b>	<b>F-3</b>	Sample Contract Appendix No. 3: Form HUD 50071 (1/2017) <i>Certification of Payments to Influence Federal Transactions</i>
<b>3.8.7.4</b>	<b>7.4</b>	<b>F-4</b>	Sample Contract Appendix No. 4: Form HUD-51000 (1/2017), <i>Schedule of Amounts for Contract Payments</i>
<b>3.8.7.5</b>	<b>7.5</b>	<b>F-5</b>	Sample Contract Appendix No. 5: Form HUD-51001 (1/2017), <i>Periodic Estimate for Partial Payment</i>
<b>3.8.7.6</b>	<b>7.6</b>	<b>F-6</b>	Sample Contract Appendix No. 6: Section

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

			3 Plan
<b>3.8.7.7</b>	<b>7.7</b>	<b>F-7</b>	Sample Contract Appendix No. 7: Data Privacy Statement
<b>3.8.7.8</b>	<b>7.8</b>	<b>F-8</b>	Sample Contract Appendix No. 8: Minnesota Statute §16C.285 Responsible Construction Contractor Verification Form
<b>3.8.7.9</b>	<b>7.9</b>	<b>F-9</b>	Sample Contract Appendix No. 9: Davis-Bacon Wage Decision
<b>3.8.8</b>	<b>8.0</b>	<b>G</b>	90% Construction Drawings
<b>3.8.9</b>	<b>9.0</b>	<b>H</b>	Loeffler Cost Estimate
<b>City of Minneapolis Small and Underutilized Business Program Attachments</b>			
<b>3.8.10</b>	<b>10.0</b>	<b>I</b>	SUBP Special Provisions
<b>3.8.10.1</b>	<b>10.1</b>	<b>I-1</b>	Signed SUBP Goals Request
<b>3.8.10.2</b>	<b>10.2</b>	<b>I-2</b>	SUBP Vendor List
<b>3.8.10.3</b>	<b>10.3</b>	<b>I-3</b>	Notice of Civil Rights Rules and Regulations
<b>3.8.10.4</b>	<b>10.4</b>	<b>I-4</b>	Good Faith Efforts Checklist
<b>3.8.10.5</b>	<b>10.5</b>	<b>I-5</b>	Pre-Construction Book
<b>3.8.10.6</b>	<b>10.6</b>	<b>I-6</b>	Bidders and Solicitation List

**4.0 PROPOSAL EVALUATION.**

**4.1 Evaluation Factors.** The MPHA will utilize the following factors to evaluate each proposal submittal received. Award of points for each listed factor will be based upon the documentation that the proposer submits in his/her hard-copy proposal submittal and proposed online fees:

[Table No. 8]

No.	Max Point Value	Factor Description
<b>1</b>	<b>25 points</b>	<b>PROPOSED FEES</b> for services submitted by the proposer.
<b>2</b>	<b>20 points</b>	The <b>QUALIFICATIONS AND CAPACITY OF THE PROPOSED GC/C TEAM</b> based upon the opinion of the evaluators after review of the documentation/information the proposer submits in response to the requirements detailed in Section 3.1.4.2.
<b>3</b>	<b>20 points</b>	<b>EVIDENCE OF RELATED EXPERIENCE</b> based upon the opinion of the evaluators after review of the documentation/information the proposer submits in response to the requirements detailed in Section 3.1.4.3.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

<b>4</b>	<b>10 points</b>	<b>KNOWLEDGE OF APPLICABLE MINNESOTA HOUSING FINANCE AGENCY AND CITY OF MINNEAPOLIS FUNDING REQUIREMENTS</b> based upon the opinion of the evaluators after review of the documentation/information the proposer submits in response to the requirements detailed in Section 3.1.4.4.
<b>5</b>	<b>25 points</b>	<b>PROJECT APPROACH</b> based upon the opinion of the evaluators after review of the documentation/information the proposer submits in response to the requirements detailed in Section 3.1.4.5.
	<b>100 points</b>	<b>Total Points</b>

**4.1.1 Section 3 Business Preference Evaluation Factor.** The following factors will be utilized by the Buyer to evaluate each proposal submittal received.

[Table No. 8a]

No.	Max Point Value	Factor Description
<b>6</b>		<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A proposer may qualify for Section 3 status as detailed in Attachments D and D-1 (NOTE: A maximum of 15 points awarded).
<b>6a</b>	<b>15 points</b>	<b>Priority I, Category 1a.</b> 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.
<b>6b</b>	<b>13 points</b>	<b>Priority II, Category 1b.</b> 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.
<b>6c</b>	<b>11 points</b>	<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
<b>6d</b>	<b>9 points</b>	<b>Priority IV, Category 2b.</b> 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.
<b>6e</b>	<b>7 points</b>	<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

		in which the Section 3-covered assistance is expended.
<b>6f</b>	<b>5 points</b>	<b>Priority VI, Category 4a.</b> 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.
<b>6g</b>	<b>3 points</b>	<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
<b>6h</b>	<b>15 points</b>	<b>Maximum Available Preference Points (Additional)</b>
	<b>115 points</b>	<b>Total Possible Points</b>

**4.2 Evaluation Plan.**

**4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum requirements). Proposals that do not fully comply with the requirements may be rejected without further review.

**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; and
- 4.2.2.5** Copy of all pertinent RFP documents.

**4.2.3 Evaluation Committee.** The MPHA anticipates that it will select, at a minimum, a three-person committee to evaluate each of the responsive hard-copy proposals submitted in response to this RFP. No proposer shall be informed at any time during or after the RFP process as to the identity of

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

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 RFP. As detailed in Section 3.5, the Buyer is the only person at the MPHA that proposers may contact regarding this RFP. Failure to abide by this requirement may cause such proposer to be eliminated from consideration for award.

- 4.2.4 Evaluation.** The Buyer will evaluate and award points pertaining to Evaluation Factor No. 1. The 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 Factor Nos. 2 through 5. Upon completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Buyer.
- 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 will be notified of such in writing by the MPHA in a timely manner.
- 4.2.6 Determination of Top-Ranked Proposer.** The calculation of each proposer's total amount of points will determine the final rankings.
- 4.2.6.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points as detailed in Section 4.1.
- 4.2.6.2 Ties.** In the case of a tie in points awarded, the award shall be decided by drawing lots or other random means of selection.
- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Successful Offeror, which shall inform proposers of:
- 4.2.7.1** Which proposer received the award;
- 4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**4.2.7.3** The calculated total of proposed fees submitted by each proposer; and

**4.2.7.4** Each proposer's right to a debriefing and right 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.

**5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** By completing, executing and submitting a proposal, the proposer agrees to abide by all terms and conditions pertaining to this RFP as issued by the MPHA including the contract clauses attached as Attachments F and F-1 through F-9. Accordingly, the MPHA has no responsibility to conduct any negotiations pertaining to the contract clauses already published after the submittal deadline.

**5.2 Contract Conditions.** The following provisions are mandatory conditions of any contract award made by the MPHA pursuant to this RFP:

**5.2.1 Contract Form.** The MPHA will not execute a contract on the successful proposer's forms; contracts will only be executed on the MPHA's forms (see Sample Contract, Attachments F and F-1 through F-9), and by submitting a proposal the proposer agrees to do so. The MPHA reserves the right to amend this form as the MPHA deems necessary. However, the MPHA will, during the RFP process and 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. Failure of the MPHA to include such clauses does not give the successful proposer the right to refuse to execute the MPHA's contract form. Each prospective proposer shall 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. The MPHA will consider and respond to such written correspondence. If the prospective proposer is not willing to abide by the MPHA's decision, then that proposer shall be deemed ineligible to submit a proposal.

**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

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

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 GC/C 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 the MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of the MPHA 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 GC/C as a result of the proposed contract; either as determined by the MPHA.

**5.2.4 Prior Written Approval Required from the MPHA.** The GC/C shall not, at any time during the ensuing contract period(s), conduct any work without the prior written authorization received from the MPHA. Failure to abide by this directive shall release the MPHA of any obligation to pay the GC/C for any such work conducted without the noted prior written authorization.

**5.3 Contract Period.** The MPHA anticipates that it will award a contract for a period of time that it takes to complete the work.

**5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the successful proposer will be required to provide:

**5.4.1 Workers Compensation Insurance.** An original certificate evidencing the successful proposer's current industrial (worker's compensation) insurance carrier. Insurance coverage shall include Statutory Workers' Compensation including Employers Liability, with policy limits of \$500,000 per incident;

**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), with a maximum deductible amount of \$5,000;

**5.4.3 Automobile Insurance.** An original certificate showing the successful proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program,

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

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.

- 5.4.4 Builder's Risk Insurance.** The successful proposer shall obtain Builder's Risk insurance for the project. Unless otherwise noted, the successful proposer shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the contract on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the MPHA has an insurable interest in the property, whichever is later. This insurance shall include interests of the MPHA, the GC, and subcontractors in the project.
- 5.4.5 City/County/State Business License.** If applicable, a copy of the successful proposer's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
- 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the insurance certificates and licenses detailed in Sections 5.4.1 through 5.4.5, each proposer is required to enter related information where provided on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses in the proposal submittal. The MPHA will garner the necessary documents from the successful proposer prior to contract execution).
- 5.5 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.
- 5.6 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the MPHA within 10 work days of notification by the MPHA.
- 5.7 State and Federal Data Practices Act.** The GC/C 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 GC/C shall maintain the confidential



**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

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.

**5.8 Payments.** The MPHA anticipates that the GC/C will be paid, at a minimum, monthly after the submittal to the MPHA of a fully completed invoice in the format of the MPHA’s choosing.

**5.9 Special Conditions.**

**5.9.1 Time for Completion.** The work shall commence after issuance of the Notice to Proceed and shall be fully completed in accordance with approval of the construction schedule. Completion shall be further defined as “Substantial Completion” of the work in progress, including but not limited to:

**5.9.1.1** All final inspections and Certificate of Occupancy Inspections, if applicable, are approved by City Building Officials, and other City of Minneapolis departments such as sewer and water, fire, and public works;

**5.9.1.2** Minor punch list items;

**5.9.1.3** If the work does not require a permit from a local jurisdiction, only minor punch list items will be considered for work remaining. Minor punch list items shall be defined as: adjusting components; touch up paint; minor clean-up; not to include hauling debris away from the site; etc.;

**5.9.1.4** When a project is declared “Substantially Complete,” the only work left to complete will be minor punch list items;

**5.9.1.5** The GC/C shall notify the MPHA in writing when the job is considered substantially complete and the requirements have been met. Lack of written notification will result in the accrual of contract time until written notice is received; and

**5.9.1.6** The MPHA must have the concurrence of the Engineer/Professional of Record before the job is considered “Substantially Complete”.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

- 5.9.2 Liquidated Damages.** As actual damages for any delay in completion are impossible to determine, the GC/C and his/her sureties shall be liable for and shall pay to the MPHA, the sum of money, per unit, per day as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted.
- 5.9.3 Communications.**
- 5.9.3.1** All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- 5.9.3.2** Any notice to or demand upon the GC/C shall be sufficiently given if delivered at the office of the GC/C or at such other office as he/she may from time to time designate in writing to the MPHA or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 5.9.3.3** All papers required to be delivered to the MPHA and/or Architect shall, unless otherwise specified in writing to the GC/C, be delivered to the MPHA and any notice to or demand upon the MPHA or Architect shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the MPHA at such address, or to such other representatives of the MPHA or to such other address as the MPHA may subsequently specify in writing to the GC/C for such purpose.
- 5.9.3.4** Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of telegrams, at the time of actual receipt.
- 5.9.4 Job Office.**
- 5.9.4.1** The GC/C must designate an area to serve the posting requirements of this contract. A board (4' X 8') must be in plain view in high-traffic areas at the site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

**5.9.4.2** The GC/C shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by the MPHA for the use of the MPHA and the Architect, as follows (will be established during contract negotiations):

**5.9.4.2.1** The Job Office shall include office space of approximately 12' X 12' with light, heat, cold water, toilet facilities, janitor's service, local telephone, plan tables and plan racks, a desk, chair and one four-drawer file cabinet. The GC/C may, at his/her option, furnish a Job Office trailer that specifically has been designed for that purpose. The trailer, if used, shall be subject to approval by the MPHA.

**5.9.4.2.2** The GC/C and his/her subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work, which shall be located to cause no interference with any work to be performed on the site. The Architect shall be consulted regarding locations.

**5.9.4.2.3** Upon completion of the Project, or as directed by the MPHA or Engineer, the GC/C shall remove all such temporary structures and facilities from the site, same to become his/her property, and leave the premises in the condition required by the GC/C.

**5.9.5** **Equipment Furnished by Others.** The following equipment shall be furnished by others but installed by the GC/C:

**5.9.5.1** The GC/C shall, at his/her expense and risk, unload and install equipment and do any necessary hauling to the places for installation. The GC/C shall furnish the MPHA with a schedule of his need for equipment sufficiently of such need to enable the MPHA to obtain delivery under the procurement contracts;

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

- 5.9.5.2** Where the type of equipment required rough-in dimensions, the Engineer or the MPHA will furnish such to the GC/C as soon as available;
- 5.9.5.3** When equipment arrives at the delivery point, the GC/C shall promptly unload and transfer it to the Project site, unless otherwise permitted or directed. The equipment shall not be unloaded except in the presence of a representative of the MPHA with whom the GC/C shall jointly determine what, if any, damage has occurred in transit, and the responsibility therefore. Turnover of the equipment to the GC/C shall then be formalized by means of a transfer receipt, executed in triplicate, signed by the representatives of the GC/C and the MPHA. This document shall show all the shipment it covers, the number and condition of the items turned over to the GC/C shall be fully responsible for the equipment;
- 5.9.5.4** The GC/C shall inspect all equipment items for latent defects or concealed damage and for shortages, and immediately report all such discrepancies to the MPHA so that correction or replacement can be obtained;
- 5.9.5.5** The provision to "install" covers all operations and materials in connection with this equipment necessary to: (1) distribute; (2) uncrate; (3) assemble as may be normally necessary; (4) place in permanent position; (5) connect up; and (6) clean up; and
- 5.9.5.6** The GC/C shall deliver all such equipment in whole and satisfactory operating condition. He/she shall be responsible for actions and costs applicable to final testing, adjusting, and checking for proper performance.
- 5.9.6 Performance and Payment Bonds.** The company providing the required performance and payment bonds must be listed in the U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing government contracts in the State of Minnesota.
- 5.9.6.1 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed, and guarantees that if the GC is unable to complete the contract, the surety company will step in to furnish the work. In the case of a letter of credit of

**Request for Proposals (RFP) No. P17009,  
General Contractor/Consultant (GC/C) for the Minnehaha Townhomes**

cash escrow, the MPHA may use these funds to complete the contract work.

**5.9.6.2 Payment Bond.** The payment bond is a method of ensuring that the GC/C pays the subcontractors and suppliers. By requiring payment bonds, the MPHA avoids becoming entangled in disputes concerning payment of subcontractors and supplies by the GC/C. 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. Attachment F-2, form HUD-5370 (1/2014), *General Conditions of the Contract for Construction*, forbids the placement of liens and is binding on any contractor, subcontractor, and material supplier.

**5.9.6.3 Inadequate Surety.** If the GC/C fails to provide an acceptable assurance of completion (payment and performance bonds) as required, then the contract may be terminated for default. The amount to be recovered from the bond or guarantee will typically equal at least the amount of monies to settle any outstanding issues or costs related to the covered areas (e.g. inadequate "performance" or unpaid "payments").