

REQUEST FOR PROPOSALS (RFP)
No. P17008

Architectural/Engineering Services



RFP Document

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INTRODUCTION

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

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

In keeping with its mandate to provide efficient and effective services, the MPHA is now soliciting proposals from qualified and insured entities to provide the services detailed. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within 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. Prahm.)	Molly Prahm, Buyer Telephone (612) 342-1469 E-mail: mprahm@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE RFP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	<ol style="list-style-type: none"> 1. Access ha.economicengine.com (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, call customer support at (866) 526-9266.
PRE-PROPOSAL CONFERENCE	NONE SCHEDULED
DEADLINE TO SUBMIT QUESTIONS	Monday, June 26, 2017, 3:00 PM CST
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> 1. As directed in Section 3.2.1 of the RFP document, enter proposed pricing where provided in the ha.economicengine.com web site. 2. As instructed in Section 3.0 of the RFP document, submit 5 copies of your "hard copy" proposal submittal to the Procurement office.
PROPOSAL SUBMITTAL RETURN & DEADLINE	Thursday, July 13, 2017, 3:00 PM CST 1001 Washington Avenue North, Minneapolis, MN 55401 (*The proposed costs must be entered in the aforementioned eProcurement Marketplace and the sealed "hard copy" proposal submittal must be received in-hand and time-stamped by the MPHA by no later than 3:00 PM CST on this date).

- 1.0 THE MPHA’S RESERVATION OF RIGHTS.** The MPHA reserves the right to:
- 1.1 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 the MPHA to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this RFP.
 - 1.3 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).
 - 1.4 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 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 the MPHA Contracting Officer (CO).
 - 1.6 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.
 - 1.7 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
 - 1.8 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 eProcurement 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 eProcurement 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 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 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement 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 eProcurement Marketplace to obtain the documents. The MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

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2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The MPHA is seeking proposals from qualified and insured entities to provide the following detailed services:

2.1 More than One Award Possible. The MPHA reserves the right to award to one firm only or to award to multiple firms. If award is made to more than one firm, such awards will be based on the MPHA's opinion that a firm can offer the MPHA greater value for a certain service area ["service area(s)"] as detailed in the following Section 2.2). The MPHA reserves the right to make such decision at any time during the ensuing contract period(s), meaning the MPHA could initially make award to one firm only, then, at any time during the ensuing contract period(s), decide to make an additional award(s) if the MPHA decides it is in its best interests.

2.2 General Service Areas. The MPHA intends to award a contract to a firm(s) to provide architectural and engineering services (A/E) for various projects the MPHA may need throughout the year. Services may include, but are not limited to, typical A/E services pertaining to both new construction and rehabilitation of buildings, and land that the MPHA owns:

2.2.1 Site planning and surveying;

2.2.2 Structural, mechanical, electrical and civil engineering;

2.2.3 Landscape Design;

2.2.4 Cost estimating;

2.2.5 Construction contract administration; and

2.2.6 Other related services that may be typically performed by either an architectural or engineering firm in its normal course of business.

2.3 Phases of the A/E Services may include, but are not limited to:

2.3.1 Schematic Design/Preliminary Study Phase;

2.3.2 Design Development Phase;

2.3.3 Bidding, Construction and Contract Document Phase;

2.3.4 Bidding and Award Phase;

2.3.5 Construction Phase; and

2.3.6 Post Completion/Warranty Phase.

2.4 Design Product. Any design product shall meet all state and local code requirements and shall conform to all applicable local codes, ordinances, regulations and standards, including HUD's Section 504 program; UFAS; ADA; and ANSI requirements.

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The design may also include coordination for the abatement of hazardous materials as well as demolition of existing structures.

2.5 Method of Award (Task Order). The MPHA retains the right to contract with any of the responsive and responsible proposers as a result of this RFP, which will occur in the following manner (this is sometimes called “forming a Pool” of firms that the MPHA may draw from):

2.5.1 Number of Firms Placed in the Pool. Though the MPHA retains the right to contract with any proposer during the ensuing contract period(s), the MPHA anticipates that it will initially place two firms in the Pool. The MPHA reserves the right to place only one firm in the Pool or additional firms (proposers) in the Pool at any time after the posted proposal submittal deadline.

2.5.2 Firms Placed in the Pool. Firms will be placed in the Pool based on the points awarded as a result of the evaluation process detailed in Section 4.0; meaning, the proposer that ranks the highest in points awarded will be placed 1st in the Pool, and the next-rated proposer will be placed 2nd in the Pool, and so forth.

2.5.3 When need arises, the MPHA will contact the 1st-ranked firm to ascertain whether that firm is available to do the work within the reasonable time-frame the MPHA has established. If the 1st-ranked firm is not available, the MPHA will proceed to the next-ranked firm, and so forth, until the MPHA has located an available firm.

2.5.4 MPHA reserves the right to reevaluate and re-rank all proposals submitted in response to this RFP on a Task Order by Task Order basis. Such may occur when a specific Task Order is uniquely suited for a specialty firm, or when MPHA believes doing so is in its best interests.

2.6 Procedure to Award. Once MPHA chooses an available firm (as detailed in Section 2.5):

2.6.1 Task Order Awards. MPHA will contact the 1st-ranked proposer to determine whether that firm is available to do the work in the reasonable time-frame the MPHA has established. If the firm is available within the MPHA’s requirements, the 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 the MPHA decides it is in its best interests), the MPHA shall retain the right to suspend negotiations with that firm and proceed to the 2nd-ranked firm. PLEASE NOTE: Once the MPHA has ended negotiations with the 1st-ranked firm, the MPHA will not again enter into negotiations with that firm pertaining to that Task Order (however, this will not cause that firm to lose its place as the 1st-ranked firm for any following task orders, if applicable).

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2.6.2 If, as detailed in Section 2.5.2, the 1st-ranked proposer is not available or the MPHA is not able to successfully reach a negotiated cost with the 1st-ranked proposer, the MPHA will proceed to the next-ranked firm and repeat the same negotiation process. This process may be repeated by the MPHA with ensuing ranked firms until the MPHA has successfully negotiated a reasonable cost.

2.7 Previous/Current Firms. The MPHA's most recent provider of these services is Martin Pevzner Engineering.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The MPHA intends to retain the firm pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the MPHA will, as detailed in Section 4.0, consider factors other than just 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 in the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the MPHA has published or has issued by addendum.

[Table No. 3]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached as Attachment A to this RFP document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.2	2	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached as Attachment B to this RFP document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached as Attachment C to this RFP document. This 2-page Form must be fully completed, signed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	Proposed Services. As more fully detailed in Section 2.0, <i>Scope of Proposal/Technical Specifications</i> , the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed in Section 4.1, Evaluation Factor No. 1, Evidence of the proposer’s ABILITY TO PERFORM THE WORK as indicated by profiles of the principals’ and staffs’ professional and technical competence and experience, and their facilities.
3.1.4.2		As detailed in Section 4.1, Evaluation Factor No. 2, Evidence of the proposers CAPABILITY TO PROVIDE PROFESSIONAL SERVICES in a timely manner.
3.1.4.3		As detailed in Section 4.1, Evaluation Factor No. 3, Evidence of the proposers PAST PERFORMANCE in terms of cost control, quality of work, and compliance with performance schedules, and utilization of green design and technologies.
3.1.4.4		As detailed in Section 4.1, Evaluation Factor No. 4, the proposer’s DEMONSTRATED KNOWLEDGE of local building codes and Federal building alterations requirements.

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3.1.4.4.1		A fully completed copy of Attachment H, Standard Form 330 (6/2004), <i>Architect-Engineer Qualifications</i> .
3.1.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality control program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.
3.1.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified in areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services and a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	Client Information. The proposer 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. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number and e-mail address;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.7	7	Equal Employment Opportunity/Supplier Diversity. The proposer must submit under this tab a copy of its Equal Employment Opportunity Policy and a complete description of the positive steps it will take, including a description of proposer's proactive outreach plan, to ensure compliance with the regulations detailed in Section 3.7 pertaining to supplier diversity (e.g. small, minority- and women-owned businesses).
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

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3.1.9	9	Section 3 Business Preference Documentation (Optional Item). For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached as Attachment E and any documentation required by that form.
3.1.10	10	Other Information (Optional Item). The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the MPHA in its evaluation.
3.1.11		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” Do not eliminate any of the tabs.
3.1.12		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the MPHA can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees.

3.2.1 Pricing Items. The proposed fees (Pricing Items) shall be submitted by the proposer and received by the MPHA where provided in the eProcurement Marketplace only. Do not submit, enter or reference any fees or costs in the 10-tab “hard copy” proposal submittal detailed in Section 3.0—any proposer that does so may be rejected without further consideration. 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; long distance telephone calls; travel expenses; document copying not specifically agreed to by the MPHA; etc.

[Table No. 4]

RFP Section	Pricing Item No.	Qty	U/M	Position Description
3.2.1.1	1	450	Hours	Principal
3.2.1.2	2	600	Hours	Senior Project Engineer / Architect
3.2.1.3	3	200	Hours	Project Engineer / Architect
3.2.1.4	4	100	Hours	Project Manager
3.2.1.5	5	100	Hours	Designer / CAD Technician
3.2.1.6	6	50	Hours	Administrative / Clerical

3.3 Taxes. All persons doing business with the MPHA are hereby made aware that as of January 1, 2017, the MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete the construction contract.

3.4 Additional Information Pertaining to the preceding Pricing Items.

3.4.1 Quantities. All quantities entered by the MPHA and within the corresponding Pricing Items on the eProcurement Marketplace are for calculating purposes only. The quantity figures listed in Table No. 4 (and in the corresponding areas in the eProcurement Marketplace) are estimates only pertaining to annual usage. The MPHA reserves the right to order from the firm(s), on a Task Order basis, any amount of services the MPHA requires.

3.4.1.1 Potential IQC Contract. Though the MPHA reserves the right to complete award to one firm only, the MPHA anticipates that it will make award to multiple agencies by forming a “Pool” of firms to utilize (please see further explanation in Section 2.5). If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clauses shall apply:

3.4.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed, most specifically in Section 3.4.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the 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: \$5,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.4.1.1.2 Exceptions Pertaining to the GCMA.

3.4.1.1.2.1 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 2 requests from the MPHA to be available for work during the contract period.

3.4.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed in Section 3.4.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the MPHA has not made a work order award to any firm(s) in the Pool that would ensure that award(s) to the firm reaches the \$5,000 GCMA, the MPHA shall retain the right to suspend the process detailed in Section 2.5 and complete an award directly to any such firm, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.5 is again in affect).

3.4.2 **Entry of Fees.** Proposers are required to submit a realistic and reasonable fee, where provided for within the eProcurement Marketplace, for each and every Pricing Item detailed in Table No. 4. Whereas no additional proposal prices can or will be received after the proposal submittal deadline, any proposer that does not comply with this requirement may (and most likely will) be rejected without further consideration.

3.4.2.1 **Realistic Proposed Cost for the Pricing Items.** Each proposer is strongly encouraged to enter where provided in the eProcurement Marketplace a realistic cost for each Pricing Item listed in Table No. 4. For instance, if a proposer enters \$1.00 per hour for an “hourly” Pricing Item, then the \$1.00 per hour is what the proposer will charge the MPHA for the work that the MPHA may retain the proposer to provide if the MPHA deems such retention is in the MPHA's best interests. Further, if a proposer proposes a very low fee that the MPHA deems is not realistic, then the MPHA reserves the right to require the proposer to, if awarded, prior to the execution of the contract, present a cash bond in a suitable amount (e.g. \$10,000.00) to ensure that the proposer will fulfill his/her obligation in this matter.

3.4.3 **No Travel Expense Allowed.** As there are a suitable number of qualified firms in the Minneapolis area, the MPHA will not negotiate any travel expense (e.g. airfare; rental cars; lodging; per diem; etc.), (except,

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potentially, at the MPHA's discretion, minimal mileage) for the successful proposer to provide the services. Any limited mileage allowed will be at the current IRS rate only; the MPHA will not pay any "windshield time."

3.4.4 No Deposit/No Retainer. The MPHA will not pay any deposits or retainer fees. The MPHA will only pay the successful proposer(s) for actual work performed.

3.5 Proposal Submission. All pricing must be entered where provided in the eProcurement Marketplace and all "hard-copy" proposals must be submitted and time-stamped received in the designated MPHA office by no later than the submittal deadline stated (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal shall be placed unfolded in a sealed package and addressed to:

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

3.5.1 The package exterior must clearly state the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted unless as provided for otherwise.

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

3.5.3 Submission Responsibilities. It shall be each proposer's responsibility to be aware of and to 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 virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions

and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the Buyer to exclude any of the MPHA requirements contained in the documents may cause that proposer to not be considered for award.

3.6 Proposer’s Responsibilities – Contact with the MPHA. It is the proposer’s responsibility to address all communication and correspondence pertaining to this RFP process to the Buyer only. Proposers must not make inquiry or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the MPHA to not consider a proposal submittal.

3.6.1 Addendums. All questions and requests for information must be addressed in writing to the Buyer. The Buyer will respond to all such inquiries in writing by addendum to all 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.

3.7 Proposer’s Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the firm and the MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 2 CFR § 200.321 states:

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

3.7.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 (b) Affirmative steps must include:

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

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

3.7.2 HUD Procurement Handbook 7460.8 REV 2 states:

- 3.7.2.1 Section 15.5.A, Required Efforts. 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 MPHA contracting.
- 3.7.2.2 Section 15.5.B, Goals. 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. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.7.3 Requirements. Please see Section 3.1.7 in Table No. 3 is detailed the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

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3.8 Recap of Attachments. It is each proposer’s responsibility to verify that he/she has downloaded the following attachments, which are included by reference as a part of this RFP:

[Table No. 5]

RFP Section	Document No.	Attachment	Attachment Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Statement of Contractor’s Qualifications
3.8.6	6.0	E	Section 3 Form Submittal Form
3.8.6.1	6.1	E-1	Section 3 Explanation
3.8.7	7.0	F	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.8	8.0	G	MPHA Sample Contract Form, form HUD-51915 (1/2014), <i>Model Form of Agreement Between Owner and Design Professional</i>
3.8.8.1	8.1	G-1	Addendum to form HUD-51915: Additional Contract Terms
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 1, form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section 1 (With or without Maintenance Work)</i>
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 2, <i>Section 3 Plan</i>
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 3, Sample Implementing Order
3.8.8.5	8.5	G-5	Sample Contract Appendix No. 4 Data Privacy Statement
3.8.9	9.0	H	Standard Form 330 (6/2004), <i>Architect-Engineer Qualifications</i>
3.8.10	10.0	I	<i>MPHA Profile of Properties</i>

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4.0 PROPOSAL EVALUATION.

4.1 **Objective/Subjective Evaluation Factors.** The MPHA will use the following factors to evaluate each proposal received; award of points for each listed factor will be based on the documentation that the proposer submits in his/her proposal:

[Table No. 6]

No.	Max Point Value	Factor Type	Factor Description
1	20 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	10 points	Subjective (Technical)	Evidence of the proposer's ABILITY TO PERFORM THE WORK as indicated by profiles of the principals' and staffs' professional and technical competence and experience, and their facilities.
3	10 points	Subjective (Technical)	Evidence of the proposer's CAPABILITY TO PROVIDE PROFESSIONAL SERVICES in a timely manner.
4	20 points	Subjective (Technical)	Evidence of the proposer's PAST PERFORMANCE in terms of cost control, quality of work, how the proposer manages errors & omissions, compliance with performance schedules, and utilization of green design and technologies.
5	30 points	Subjective (Technical)	The proposer's DEMONSTRATED KNOWLEDGE of and EXPERIENCE with local building codes and Federal building alterations requirements.
6	10 points	Subjective (Technical)	The OVERALL QUALITY and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED , based on the opinion of the evaluators.
	100 points		Total Points (other than preference points)

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4.1.2 **Section 3 Business Preference Evaluation Factor.** The Buyer will use the following factors to evaluate each proposal submittal received:

[Table No. 6a]

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

4.2 Evaluation Plan (Method).

- 4.2.1 **Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 **Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:
- 4.2.2.1 Instructions to Evaluators;
 - 4.2.2.2 Proposal Tabulation Form;
 - 4.2.2.3 Written Narrative Form for each proposer;
 - 4.2.2.4 Recap of each proposer’s responsiveness;
 - 4.2.2.5 Copy of all pertinent RFP documents.
- 4.2.3 **Evaluation Committee.** The MPHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she shall not make any attempt to contact or discuss with such person anything related to this RFP. As detailed in Section 3.6 of this document, the designated Buyer is the only person at MPHA that the proposers may contact pertaining to this RFP. Failure to abide by this requirement may cause such proposer(s) to be eliminated from consideration for award.
- 4.2.4 **Evaluation.** The Buyer will evaluate and award points pertaining to Evaluation Factor Nos. 1 & 6 (the “Objective” Factors). The appointed evaluation committee, independent of the Buyer or any other person at the MPHA, will evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2-5 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the Buyer.
- 4.2.5 **Potential “Competitive Range” or “Best and Finals” Negotiations.** The MPHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the MPHA in as timely a manner as possible, but in any case within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

- 4.2.6 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the Buyer to determine the final rankings. The final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the MPHA's option, be conducted prior to or after the BOC approval.
- 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 (of the 115 total possible points detailed within Section 4.1).
- 4.2.6.2 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive a Notice of Results of Evaluation. Such notice shall inform all 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 (both rank and points); and
- 4.2.7.3** Each proposer’s right to a debriefing and to protest.
- 4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the 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. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

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

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

5.2.1 Contract Form. The MPHA will not execute a contract on the firm’s form—contracts will only be executed on the MPHA forms (please see Sample Contract, Attachments G and G-1 through G-5), and by submitting a proposal the firm agrees to do so (please note that the MPHA reserves the right to amend these forms as the MPHA deems necessary). However, the 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 the MPHA to do so; but the failure of the MPHA to include such clauses does not give the firm the right to refuse to execute the MPHA’s contract form. It is each prospective proposer’s responsibility to notify the MPHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract. The MPHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the MPHA’s decision, then that prospective proposer will be deemed ineligible to submit a proposal.

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

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

5.2.3 Unauthorized Sub-contracting Prohibited. The 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 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, or

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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 the MPHA.

- 5.3 Contract Period.** The MPHA anticipates that it will initially award a contract for the period of 1 year with the option, at the MPHA's discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
- 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 proposer's current industrial (worker's compensation) insurance carrier and coverage amount;
 - 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);
 - 5.4.3 Professional Liability Insurance.** An original certificate showing the 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), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
 - 5.4.4 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.
 - 5.4.5 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.
 - 5.4.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.4) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses with the proposal submittal—we will garner the necessary documents from the successful proposer(s) prior to contract execution).

- 5.5 Right to Negotiate Final Fees.** The MPHA shall retain the right to negotiate the amount of fees that are paid to the firm, meaning the fees proposed by the top-rated proposer may, at the MPHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the MPHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the Contracting Officer successfully concluded within 5 business days, the MPHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The MPHA shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.6 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.
- 5.7 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 the MPHA within 10 work days of notification by the MPHA.