

**Quotations for Small Purchases (QSP) No. Q19009
Underground Fuel Tank Removal**



**QSP Document
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QSP ATTACHMENTS. Each bidder shall verify that they have downloaded and reviewed the following attachments, which are included as part of this IFB:

Document No.	Attachment	Description
2.0	B	Responsible Construction Contractor Verification Form
3.0	C	Section 3 Business Self Certification
4.0	D	W/MBE and Section 3 Subcontractor Certification Form
5.0	E	Sample Contract
5.1	E-1	Form HUD 5370-EZ, General Conditions for Small Construction Contracts
5.2	E-2	Sample Notice to Proceed
5.3	E-3	Davis Bacon Wage Decision
5.4	E-4	Section 3 Plan
5.5	E-5	Right to Know Form
5.6	E-6	State and Federal Data Privacy Statement
6.0	F	311 University Ave NE – Specs & Drawings
6.1	F-1	2728 Franklin Ave – Specs & Drawings

**MINNEAPOLIS PUBLIC HOUSING AUTHORITY
 QUOTATIONS FOR SMALL PURCHASES
 FOR
 UNDERGROUND FUEL TANK REMOVAL
 IFB #19009
 INDEX OF SUBMITTAL DOCUMENTS**

The index of submittal documents is provided to assist in completing a responsive submittal. The index of documents contains a listing of all required submittal items.

Please review this table and submit with your QUOTE all the documents that are checked as “Required Submittal”. Documents that are checked “Signature Required” must be properly executed.

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	QUOTER CHECKLIST
Bid Bond (if applicable)	✓	✓	
Section 3 Business Self Certification Form	Optional	✓	
WMBE and S3 Subcontractor Certification	✓	✓	
Responsible Construction Contractor Verification Form	✓	✓	

Quoters shall not submit their base bid fees with their Step #1 or uploaded quote submittal documentation; that pricing shall be submitted online only.

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, 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 quotes from qualified, licensed, and insured entities to provide the above noted services to the MPHA. All quotes submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

QSP INFORMATION AT A GLANCE

MPHA CONTACT PERSON	Molly Prahm, Buyer Telephone: (612) 342-1469 E-Mail: mprahm@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE QSP DOCUMENTS	1. Access ha.economicengine.com 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Marketplace, please call customer support at 866-526-0160.
PRE-QUOTE CONFERENCE	Thursday, April 11, 2019 9:00 AM CST Order of site visits: 1. 311 University Ave NE, Minneapolis, MN 55413 2. 2728 Franklin Ave, Minneapolis, MN 55406
DEADLINE TO SUBMIT QUESTIONS	Tuesday, April 16, 2019 3:00 PM CST
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE	1. Enter pricing in the Housing Agency Marketplace. 2. Upload Step #1 documents in the Housing Agency Marketplace, email to mprahm@mplspha.org or submit to the Procurement office.
QUOTE SUBMITAL RETURN & DEADLINE	Thursday, April 25, 2019, 3:00 PM CST

1.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The MPHA is seeking quotes from qualified and licensed entities to provide the MPHA with the following detailed services:

1.1 General Description of Services. The successful quoter (Contractor) shall furnish all mobilization, labor, materials, tools, equipment, and transportation for the underground fuel tank removal at 311 University Ave NE and 2728 Franklin Ave per the specified scopes.

1.2 Contractor Responsibilities.

1.2.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The MPHA reserves the right to approve or reject the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the MPHA, the placement of such equipment or vehicles interferes with such traffic.

1.2.2 Asbestos. If asbestos is discovered, or a material encountered that is suspected to contain asbestos by the Contractor during this project, the Contractor should immediately notify the MPHA Project Manager (PM) for containment/abatement direction. Abatement, mitigation and/or control of the asbestos are the responsibility of the MPHA.

1.2.3 Communication. The named MPHA Project Manager (PM) shall be the primary point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the PM verbally; however, all requests for changes or decisions shall be submitted to the PM in writing. The MPHA anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall submit such written requests in as timely a manner as reasonably possible.

1.2.4 Contract End Items. Upon completion of the project the Contractor must submit the following:

1.2.4.1 A separate payment request for the retainage;

1.2.4.2 Consent of Surety to Final Payment;

1.2.4.3 Contractor's Affidavit of Release of Liens; and

1.2.4.4 Contractor's Certificate and Release.

1.2.5 Contractor's Request for Payment. As detailed within Chapter 9, Procurement, and Contract Administration, of Handbook 7485.1.

1.2.5.1 The MPHA is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.

1.2.5.2 Payment will be based on the percentage of work completed during a one-month period.

1.2.5.3 A 5% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.

- 1.2.5.4 Review and Approval.** The MPHA will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the MPHA), the MPHA shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The MPHA shall ensure:
- 1.2.5.4.1** The request for payment is consistent with the MPHA-approved schedule of amounts for contract payments;
 - 1.2.5.4.2** As further detailed within the preceding Section 1.2.5.3, the total of the request for payment does not include the amount to be retained by the MPHA under the contract (retention or retainage);
 - 1.2.5.4.3** The work covered by the request for payment has been performed in accordance with the construction documents;
 - 1.2.5.4.4** The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted;
 - 1.2.5.4.5** The Contractor has submitted all required reports such as payroll reports and ensure that all required documents are up to date within LCP Tracker; and
 - 1.2.5.4.6** A materials sales tax form has been completed by the firm purchasing the materials used on the project.
- 1.2.5.5 Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The MPHA shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.
- 1.2.6 Debris.** The Contractor shall clean work areas daily, at the end of the work day, of all work-generated debris which may endanger the safety of others (the public; MPHA residents; etc.).
- 1.2.6.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
 - 1.2.6.2** The Contractor must examine the work area and determine any unsuitable work condition.
 - 1.2.6.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the MPHA’s representative in written form.
- 1.2.7 Liquidated Damages.** The successful bidder shall agree to pay as Liquidated Damages the amount of \$500.00 for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the “Notice to Proceed.”

The said sum in no event shall be construed to be a penalty, but only as damages fixed and agreed upon in advance.

- 1.2.8 Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, enter prevailing wages into LCP Tracker.
- 1.2.9 Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense. Permits shall be obtained prior to starting any work.
- 1.2.10 Prior MPHA Approval Required.** Please note that the Contractor shall not conduct any work without the prior written authorization of the MPHA representative. Failure to abide by this directive shall release the MPHA of any obligation to pay the Contractor for any work conducted without the noted prior written authorization. This authorization may take the form of an email.
- 1.2.11 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of MPHA residents and staff, the Contractor's staff and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. Screened safety barriers must be provided around work areas.
- 1.2.12 Scheduling.** The Contractor shall perform services during normal business hours from 8:00 a.m. until 4:30 p.m. Monday through Friday, excluding holidays. Project setup/staging may occur before 8:00 a.m. with prior approval if it generates no noise.
- 1.2.13 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 1.2.14 Service Locations.** The Contractor shall perform services at 311 University Ave NE and 2728 Franklin Ave.
- 1.2.15 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 1.2.16 Time of Completion.** The Contractor shall commence and complete the work under the ensuing contract on dates to be specified within the Notice to Proceed. MPHA anticipates a start date within a week of receipt of a fully executed contract. Contractor shall complete the work at 311 University Ave NE first. MPHA anticipates that work at each property will be completed within two weeks.
- 1.2.17 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work, tools, equipment, and materials are handled, placed, and stored in a secure and safe manner so as to protect all parties, including but not limited to the Contractor's workers, MPHA tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for ingress and egress.

- 1.2.18 Warranty/Guarantee.** All work provided by any Contractor pursuant to any contract that ensues from this QSP shall be warranted or guaranteed by that Contractor for a period of time of not less than one calendar years from the date of substantial completion. The Contractor will provide all labor for warranty work for the length of the manufacturer’s warranty on a new system or part that the Contractor installs.
- 1.2.19 Weekends.** Unless otherwise approved by the MPHA in writing, the Contractor shall not perform work on MPHA property during a holiday or weekend (Saturday or Sunday).
- 1.2.20 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to the City of Minneapolis and/or the State of Minnesota, or any applicable Federal Agency.

2.0 QUOTE SUBMITTAL.

- 2.1 Quote Submittal Procedures.** As this is a Quotations for Small Purchases (QSP) competitive solicitation process, following are the requirements for a responsive submittal in response to this QSP:
- 2.1.1 Bid Bond.** Contract guarantees apply to all construction projects greater than \$100,000. If applicable, the bid bond may be uploaded to the Housing Agency Marketplace. The original bid bond will be requested from the low quoter.
- 2.1.2 Section 3 Business Self Certification Form.** As detailed within the QSP Attachment C, any quoter may claim a Section 3 business preference by completing the Self Certification Form. Prior to award, MPHA will request additional documentation from the quoter to confirm their Section 3 status.
- 2.1.3 W/MBE and Section 3 Subcontractor Certification Form.** Quoters shall document their efforts to meet the W/MBE and Section 3 participation goals by completing this certification form and submitting it with their Step #1 quote submittal.
- 2.1.4 Responsible Construction Contractor Verification Form.** This form must be fully completed, signed, and submitted as part of the quote submittal.
- 2.1.5 Quote Submittal Process.** The Step #1 quote submittal forms may be submitted in any one of the following methods:
- 2.1.5.1** By email to mprahm@mplspha.org; or
- 2.1.5.2** By physical delivery or mail to 1001 Washington Avenue North, Minneapolis MN, 55401; or
- 2.1.5.3** By uploading to the Housing Agency Marketplace.
- 2.1.6 Proposed Pricing.** Submit proposed pricing where provided in the Housing Agency Marketplace only. Proposed pricing will not be received in any other manner. Any quoter who submits the proposed pricing in any other manner will not be considered for award, unless such quoter also submitted proposed pricing where provided within the Housing Agency Marketplace. All proposed costs include F.O.B. the MPHA, meaning, no additional shipping fees or freight costs will be paid by the MPHA.

Item No.	Qty	U/M	Description
1	1	LS	Firm-fixed Base Bid fee to complete the underground fuel tank removal at 311 University Ave NE per the specified scope
2	1	LS	Firm-fixed Base Bid fee to complete the underground fuel tank removal at 2728 Franklin Ave per the specified scope

2.2 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.

2.3 Additional Information pertaining to the Pricing Items.

2.3.1 Entry of the Fees. Quoters are required to submit proposed costs, where provided for, within the Housing Agency Marketplace only. No additional proposed costs can or will be received after the quote submittal deadline, any quoter that does not submit proposed pricing where provided for online shall be rejected without further consideration.

2.3.1.1 Firm-fixed base bid fee. The proposed fee entered for the Pricing Items shall for the all the work detailed within the scope to complete the underground fuel tank removal work. The MPHA reserves the right to not complete an award with any firm that submits, in the opinion of the MPHA, a cost that is either too low or a cost that is too high.

2.3.1.2 The MPHA will not, after the submittal deadline, negotiate an increase to any costs or fees proposed prior to the submittal deadline; accordingly, quoters are strongly cautioned to submit a realistic price for the pricing items.

2.3.1.3 Review the Entry of Proposed Fees. The MPHA strongly recommends that each quoter review their unit prices and extended prices entered to ensure that they have calculated correctly, prior to the posted deadline. The quoter will not be able to correct this entry after the posted deadline has expired.

2.3.2 Applicable Wage Rates.

2.3.2.1 Davis Bacon Prevailing Wage Rates. As detailed within 24 CFR 85.36(h)(5), the Contractors required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed is attached and detailed within Attachment E-3. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc).

2.4 Bonds. As this solicitation pertains to public works or construction, the bonds that may be required include:

2.4.1 Bid Bond. A bid bond or guarantee shall be included in the bid package submitted by each quoter or uploaded to the Housing Agency Marketplace. This bond ensures that if awarded the contract, the quoter will accept and perform the work under the contract. It also ensures that the quoter will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the quoter will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft,

U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or another negotiable instrument may be accepted as a bid guarantee. The listing of acceptable sureties can be found on the most recently published U.S. Treasury Circular 570. If the Contractor refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the MPHA will reject the bid as non-responsive. The MPHA anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payment bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the MPHA may also choose to return the bid bonds if the MPHA has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 2.4.2 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work.
- 2.4.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the MPHA avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures that contractors and suppliers will be paid. Failure to pay subcontractors for work performed in commercial contracts often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The MPHA contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any MPHA building or lot of ground. As a reminder, Clause 24 of form HUD-5370, General Conditions of the Contract for Construction clearly forbids the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 2.4.4 Bonding Companies.** An Acceptable surety (bonding) company is one that is authorized to do business in the State of Minnesota and is acceptable to HUD and the MPHA. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., INVITATION FOR BIDS (IFB) No. B19009, 620 S. Cedar Ave, 1611 S. 6th St. and 1627 S. 6th St. Roof Replacements MINNEAPOLIS PUBLIC HOUSING AUTHORITY Page 15 Washington, D.C. 20227. The T-List may also be accessed on the Internet at: www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm.
- 2.4.5 Bonding Requirements.** Contract guarantees apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the MPHA with assurance that the Contractor will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price, and the following from the Contractor:
- 2.4.5.1** A performance bond for 100% of the contract price; and
- 2.4.5.2** A payment bond for 100% of the contract price. 3.5.6 Inadequate Surety. If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the MPHA may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or

guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by resoliciting exceeds the defaulted contract.

2.5 Contact with the MPHA. It is the quoter’s responsibility to address all communication and correspondence pertaining to this QSP process to the Buyer only. Quoters must not make inquiry or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the MPHA to not consider a quote submittal received from any quoter who may has not abided by this directive.

2.5.1 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 quoters (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the Buyer will not conduct any substantive conversations between the MPHA and a prospective quoter when other prospective quoters are not present that may give one prospective quoter an advantage over other prospective quoters. This does not mean that prospective quoters may not call the Buyer—it simply means that, other than making replies to direct the prospective quoter where his/her answer has already been issued within the solicitation documents, the Buyer may not respond to the prospective quoter’s inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all prospective quoters in writing by addendum.

2.6 Quote Submission. Pertaining to any documents issued or that will be submitted at any point in the QSP or ensuing contract process:

2.6.1 Submission Responsibilities. It shall be the responsibility of each quoter to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the MPHA, including the QSP document, the documents listed on page 3, and any addenda and required attachments submitted by the quoter. By completing, signing, and submitting the completed documents, the quoter is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the quoter not authorized in writing by the Buyer to exclude any of the MPHA requirements contained within the documents may cause that quoter to not be considered for award.

2.7 Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

2.7.1 Within 2 CFR § 200.321 it states:

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

2.7.1.2 (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.

2.7.1.3 (b) Affirmative steps shall include:

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

- 2.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 2.7.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 2.7.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 2.7.1.3.5 (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- 2.7.1.3.6 (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.

2.7.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

- 2.7.2.1 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.
 - 2.7.2.1.1 MPHA values resident participation and employment in its contracting. MPHA has a participation goal of 20% minority-owned business enterprises (MBE), 7% woman-owned enterprises (WBE), and 10% for Section 3 businesses. The selected quoter agrees to comply, in writing, with all applicable equal opportunity and affirmative action laws, directives, and regulations of the federal, state, and local governing bodies or agencies thereof.

2.8 **Pre-quote Conference.** The scheduled pre-quote conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory although highly recommended. Typically, such conferences last one hour or less. The purpose of this conference is to assist prospective quoters in having a full understanding of the QSP documents so that he/she feels confident in submitting an appropriate quote; therefore, at this conference the MPHA will conduct an overview of the QSP documents, including the attachments. Prospective quoters may also ask questions, though the MPHA may require that some questions are submitted in writing so that the MPHA can properly answer such questions to all prospective quoters in writing. Attendees are encouraged to bring a copy of the QSP documents, as all such documents must be garnered from the Housing Agency Marketplace.

3.0 QUOTE EVALUATION.

3.1 **No Public Opening.** As this is an informal QSP competitive solicitation process, a public opening of quotes submitted will not be conducted. Instead, the MPHA will receive Quote Submittal Documentation in confidence or private (without a public opening), and will evaluate the quotes submitted, and will in a timely manner inform all quoters of the results of such evaluation.

3.1.1 Ties. In the case of tie quotes, 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.”

3.2 Responsive Evaluation. Quote submittals received will first be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the MPHA.

3.3 Responsible Evaluation. The MPHA will evaluate each quoter as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the MPHA the required services). If the MPHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the MPHA may proceed with award as detailed. If the MPHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the MPHA.

3.4 Restrictions. Any and all persons having ownership interest in a quoter entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoter entity will be excluded from participation in the evaluation of the quote.

4.0 CONTRACT AWARD.

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

4.1.1 Contract Form. The MPHA will not execute a contract on the Contractor’s form— contracts will only be executed on the MPHA form (please see Sample Contract, Attachments E and E-1 through E-6 each attached), and by submitting a quote the Contractor agrees to do so (please note that the MPHA reserves the right to amend this form as the MPHA deems necessary). However, the MPHA will during the QSP process (prior to the posted question deadline) consider any contract clauses that the quoter wishes to include and submits in writing a request for the MPHA to do so; but the failure of the MPHA to include such clauses does not give the Contractor the right to refuse to execute the MPHA’s contract form. It is the responsibility of each prospective quoter to notify the MPHA, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The MPHA will consider and respond to such written correspondence, and if the prospective quoter is not willing to abide by the MPHA’s response (decision), then that prospective quoter shall be deemed ineligible to submit a quote.

4.1.1.1 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 QSP.

4.1.2 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.

4.1.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling, or transferring the contract) without the prior written consent of the Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Buyer shall be void and may result in the cancellation of the contract with the MPHA or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Buyer.

- 4.2 Licensing and Insurance Requirements.** Prior to award (but not as a part of the quote submission) the Contractor will be required to provide:
- 4.2.1 Workers Compensation Insurance.** An original certificate evidencing the quoter's current industrial (worker's compensation) insurance carrier and coverage amount. Insurance coverage shall include Statutory Workers' Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee;
 - 4.2.2 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;
 - 4.2.3 Automobile Insurance.** An original certificate showing the quoter'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.\
 - 4.2.4 Pollution Liability Insurance.** An original certificate showing the firm's pollution liability insurance, including asbestos abatement and transportation coverage (minimum of \$5,000,000 each occurrence, general aggregate minimum limit of \$5,000,000), with a maximum deductible amount of \$5,000;
 - 4.2.5 City/County/State Business License.** If applicable, a copy of the quoter's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.
 - 4.2.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each quoter 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 within the quote submittal—we will garner the necessary documents from the successful quoter prior to contract execution).
- 4.3 Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 4.4 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the MPHA within 5 working days of notification by the MPHA.
- 5.0 THE MPHA'S RESERVATION OF RIGHTS.** The MPHA reserves the right to:
- 5.1 Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the MPHA to be in its best interests.
 - 5.2 Right to Not Award.** Not award a contract pursuant to this QSP.

- 5.3 Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 day's written notice to the successful quoter(s).
- 5.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP.
- 5.5 Right to Retain Quotes.** Retain all quotes submitted and not permit withdrawal for a period of 60 days after the deadline for receiving quotes without the written consent of CO.
- 5.6 Right to Reject Any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
- 5.7 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
- 5.8 Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed. By accessing the ha.economicengine.com eProcurement Marketplace (the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed or of any item that is issued by the MPHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the MPHA, but not the prospective quoter, of any responsibility pertaining to such issue.
- 5.9 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as a quote depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.