

Invitation for Bids (IFB) No. B19011

Asbestos Abatement Services



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

Attachment	Description
A	Form HUD-5369-A, Representations, <i>Certifications, and Other Statements of Bidders</i>
B	Minnesota Statute §16C.285 Responsible Construction Contractor Verification Form
C	Section 3 Business Self-Certification Form
D	W/MBE and S3 Subcontractor Certification Form
E	Profile of Firm Form
F	Statement of Contractor's Qualifications
G	form HUD-5369, <i>Instructions to Bidders for Contracts</i>
H	Sample Contract Form (This contract is being given as a sample only; MPHA reserves the right to revise ensuing contract.)
I	MPHA Profile of Properties
J	Davis-Bacon Wage Decision (Residential)
K	Davis-Bacon Wage Decision (Building/Highrise)

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents table below is provided to assist the bidder in submitting a responsive bid. The Index contains a list of all required submittal items.

Please review the table below and submit with your bid 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	Bidder Checklist
Attachment A, form HUD-5369-A	X	X	
Attachment B, Minnesota Statute §16C.285 Responsible Construction Contractor Verification Form	X	X	
Attachment C, Section 3 Business Self-Certification Form	Optional	X	
Attachment D, W/MBE and S3 Subcontractor Certification Form	X	X	

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INTRODUCTION

Minneapolis Public Housing Authority (MPHA) is a public entity formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. 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 MPHA's Procurement Policy.

MPHA currently owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 single-family homes 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. MPHA has approximately 280 employees.

MPHA is now soliciting bids from qualified entities to provide the above noted services to MPHA. All bids submitted in response to this solicitation must conform to the IFB requirements and specifications. MPHA encourages Section 3, minority- and/or women-owned businesses to respond.

IFB INFORMATION AT A GLANCE

CONTACT PERSON	Ayla LeRoy, Buyer Telephone: 612-342-1478 E-mail: aleroy@mplspha.org TDD/TTY: 800-627-3529
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access ha.economicengine.com (no "www"); then 2. Click on the "Sign-up now as a Vendor" button on the upper left side and follow the listed directions. If you have any problems accessing the system, please call customer support at 866-526-0160.
PRE-BID CONFERENCE	April 23, 2019 at 1:30 PM CST 1001 Washington Ave N, Suite 214, Minneapolis, MN 55401
DEADLINE TO SUBMIT QUESTIONS	April 30, 2019 at 4:00 PM CST
HOW TO FULLY RESPOND TO THIS IFB	Submit proposed fees and the required bid documents online in the Housing Agency Marketplace.
BID SUBMITAL DEADLINE & RETURN	May 8, 2019 at 3:00 PM CST Proposed fees and the required bid documents must both be submitted online in the Housing Agency Marketplace by the deadline stated above.

- 1.0 MPHA’S RESERVATION OF RIGHTS.** MPHA reserves the following rights:
- 1.1 The Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by MPHA to be in its best interests.
 - 1.2 The Right to Not Award.** Not award a contract pursuant to this IFB.
 - 1.3 The Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for convenience upon 10 days written notice to the successful bidder.
 - 1.4 The Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder shall provide the services called for in this IFB.
 - 1.5 The Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without MPHA’s written consent.
 - 1.6 The Right to Reject Any Bid.** Reject and not consider any bid that does not meet the IFB requirements, including but not limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.8 The Right to Prohibit.** At any time prohibit further participation by a bidder or reject any bid that does not conform to the IFB requirements. By accessing the IFB, the prospective bidder agrees to abide by all IFB terms and conditions and agrees to inform MPHA in writing within 5 days of the discovery of any IFB item that they feel needs to be addressed. Failure to abide by this time frame shall relieve MPHA, but not the prospective bidder, of any responsibility regarding such issue.
 - 1.9 The Right to Reject – Obtaining IFB Documents.** The Housing Agency Marketplace is the only place to obtain the IFB documents and any other information, such as addenda. Accordingly, by submitting a bid, the bidder affirms that they obtained all information on the Housing Agency Marketplace. Any other group, such as a bid depository, that informs vendors of this IFB must not distribute the documents but instead instruct vendors to visit the Housing Agency Marketplace to obtain the documents.
 - 1.10 The Right to Modify.** Modify the selection procedures, scope of work, certain aspects of the information or bids submitted, or deadlines for accepting bids. MPHA reserves the right to request amendments to or supplemental information for bids after the IFB deadline.

2.0 SCOPE OF WORK. MPHA seeks bids from qualified firms to provide MPHA with the following detailed services:

2.1 General Requirements. The successful bidder (Contractor) shall provide all labor, materials, mobilization, tools, permits, equipment, and transportation to provide asbestos abatement services as needed at MPHA's properties, which are detailed in Attachment I, MPHA Profile of Properties. The services include the removal, transportation, and disposal of asbestos-containing and asbestos-contaminated materials.

2.1.1 Preparation Services. The Contractor shall perform all necessary preparation work in order to properly provide asbestos abatement services. This includes, but is not limited to, properly pre-cleaning all work area surfaces, removal of all moveable objects within the work area, and any other tasks as required by applicable, law, rules and regulations.

2.1.2 Removal Surfaces. Asbestos shall be removed from various surfaces, including but not limited to the following:

- Ceilings, ceiling plates and joists, acoustical tiles, nailed or glued ceiling tiles, suspended ceiling tiles, metal grid work, wire hangers, plaster ceiling systems;
- Cement block walls and cement flooring;
- Conduit, wiring trays and forms including sonnet tubes for concrete;
- Doors;
- Ductwork, ductwork insulation, and metal hangers;
- Exterior walls and exterior ceiling diffusers associated with the heating, ventilation and air conditioning (HVAC) system;
- Flooring, including but not limited to carpet, linoleum, floor tile, mastic, wood flooring, sub flooring and cement;
- Pipe, fitting and valve insulation;
- Plaster and sheetrock partitions and walls;
- Roofing materials, including but not limited to tar and shingles;
- Walls; and
- Waterproofing.

2.1.3 The Contractor must submit proof of a MN State Health Department issued asbestos abatement license prior to contract execution. The Contractor must submit individual certifications for all employees working on any MPHA project to the MPHA. No

employee substitutions will be allowed without prior approval by MPHA. All work shall comply with all federal, state and local laws and all applicable regulations.

2.1.4 Safety Policy. Prior to starting any work, the Contractor shall submit a comprehensive safety policy and site-specific plan to MPHA that addresses all necessary precautions to secure areas of work for the safety of all personnel, tenants and MPHA staff. Contractor shall be responsible for complete containment and clean-up of the construction debris at the end of each work day.

2.1.5 Bonds. The Contractor shall provide separate payment and performance bonds for 100% of the contract price when MPHA has construction-related projects greater than \$100,000 or less if MPHA deems it appropriate. An acceptable surety (bonding) company is one that is authorized to do business in the State of Minnesota, is acceptable to HUD and MPHA, and is listed on the most recent U.S. Treasury Circular 570 (T-List). If the Contractor fails to provide acceptable assurance of completion as required, then the contract may be terminated for default.

2.1.6 Required Wage Rates and Payroll Reports. The Contractor is required to pay the appropriate Davis-Bacon prevailing wage rates (Attachments J and K) for all construction contracts greater than \$2,000. The Contractor shall enter weekly certified payrolls into LCP Tracker within 7 days of the end of any weekly payroll period during the term of any work.

2.1.6.1 On-Site Interviews. MPHA may conduct periodic on-site interviews of the Contractor's staff working on-site to ensure compliance with the wage requirements. The Contractor shall ensure that such staff fully cooperate with any MPHA interviewer.

2.2 Schedule of Services.

2.2.1 Work Hours. The Contractor shall only perform work during the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding holidays (see Section 2.5.2), unless the Contractor receives prior written approval from MPHA stating otherwise.

2.2.2 Non-Emergency Work Orders. As this is a task order driven contract, MPHA will contact the Contractor when there is a need for services. The Contractor shall respond to and start service for all requests within two days. Services shall only be performed by the Contractor after receipt of written authorization from MPHA.

2.2.3 Emergency Work Orders. When notified by MPHA of emergency work, the Contractor must arrive at the designated property within two hours of notification. If the Contractor is not available in that time-frame, MPHA reserves the right to contact another firm to provide the services.

2.2.4 Task Orders/Estimates. Prior to commencing work, MPHA may require the Contractor to submit a written estimate containing details such as:

- The estimated number of labor hours to perform the services; and
- The estimated total dollar amount for the work.

- 2.2.5** Upon completion of services, the Contractor shall complete and submit an MPHA Work Order for the services performed to provide a detailed description of the services performed, the date and time the work was performed, and the name(s) of the Contractor's staff that performed the work.
- 2.2.6** MPHA will inspect the Contractor's work upon completion. Any work not completed to MPHA's satisfaction shall be corrected within 1 business day at no additional cost to MPHA.
- 2.2.7** The Contractor must check-in upon arrival on-site and check-out upon completion with MPHA staff when performing services to determine the exact scope of the required task(s) and submit a completed work order(s).
- 2.2.8** The Contractor must receive MPHA's prior written approval if wanting to use more than three employees to complete any work.

2.3 Contractor's Responsibilities. The Contractor shall:

- 2.3.1** Remove from the work-site and properly dispose of all hazardous materials and debris in accordance with all applicable laws and regulations.
- 2.3.2** Own or have access to all necessary equipment, materials, and tools to perform the required work.
- 2.3.3** Obtain any necessary permits as required.
- 2.3.4** Have proper identification for all Contractor personnel when on MPHA sites (i.e. wearing company logo, uniform, ID badge, etc.) and submit proper background information to obtain access to MPHA's buildings.
- 2.3.5** Repair in a timely manner any damage to any MPHA property or any other property (i.e. MPHA residents', etc.) by the Contractor, his/her agents, whether such acts were intentional or not.
- 2.3.6** Ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes and commonly accepted industry standards.
- 2.3.7** Not at any time during the ensuing contract period(s), conduct any work without MPHA's prior written authorization. The Contractor's failure to abide by this directive shall release MPHA of any obligation to pay the Contractor for any work conducted without prior written authorization. If, while performing services, the Contractor finds additional work that they recommend be performed, the Contractor must notify MPHA and receive MPHA's written approval prior to commencing work.
- 2.3.8** Submit detailed invoices to MPHA within 30 days of service. Invoices shall include detailed back-up information, including building/address; apartment number; date(s) and time(s) services were performed; description of repairs and/or services; who performed the work; list of parts and materials used; and materials sales tax

documentation for construction-related work. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e. billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rates must also reflect any administrative time and/or costs.). Invoices shall be submitted to invoices@mplspha.org or to 1001 Washington Ave N, Attn: Accounts Payable, Minneapolis, MN 55401.

2.3.9 As the ensuing contract covers many different buildings and staff members, the Contractor shall attend semi-annual meetings with MPHA to go over the contract and discuss expectations and any concerns.

2.4 Non-Exclusive Award. As a result of any ensuing contract award, MPHA will not guarantee that the successful bidder is the exclusive electrical provider to MPHA. MPHA reserves the right to conduct additional solicitations (i.e. informal quotes; formal bids) or micro-awards to other firms if MPHA feels that doing so is in its best interests.

2.5 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one-half for hours worked in excess of 40 hours per week. MPHA considers regular-time to be Monday through Friday (excluding holidays; see Section 2.5.2) from 8:00 am to 4:30 pm. MPHA will pay a rate of 1.5 of the proposed hourly rates for the applicable Pricing Item for any work that MPHA requires the Contractor to perform during non-regular-time hours.

2.5.1 Overtime Exclusion. MPHA shall not be responsible to pay the Contractor overtime for any work that the Contractor chooses to work during non-regular-time hours (e.g. if the necessity for the work during non-regular-time hours is due to the Contractor's lack of staffing or other work that the Contractor may have with other clients). MPHA expects services to be provided during normal business hours.

2.5.2 MPHA's Official Holidays. MPHA's set official holidays are: Martin Luther King Day; Presidents Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving and the day (Friday) immediately following; Christmas Day; and New Year's Day.

MPHA will pay overtime for any work MPHA directs the Contractor to provide on the specific holidays identified above as long as those days are also official holidays for the Contractor (e.g. if Veteran's Day is not an official holiday for the Contractor, then MPHA will not pay the Contractor at the overtime rate for services provided that day).

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3.0 BID FORMAT.

- 3.1 Bid Submittal.** MPHA intends to retain a contractor pursuant to a “Low Bid” basis, also taking responsiveness and responsibility into consideration. Therefore, all bids submitted in response to this IFB must include the following completed documents and information noted in the table below so that MPHA can properly evaluate the offers received. The bid documents and proposed fees shall be submitted online in the Housing Agency Marketplace. None of the proposed services may conflict with any requirement that MPHA has published herein or issues by addendum.

Item No.	Description
Step #1 Bid Submittal: Initial documentation/information to be submitted by all bidders prior to the bid submittal deadline.	
1	HUD Form 5369-A, Representations, Certifications and Other Statements of Bidders (Attachment A). This form must be fully completed and submitted as part of the Step #1 bid submittal.
2	Minnesota Statute §16C.285 Responsible Construction Contractor Verification Form (Attachment B). This form must be fully completed and submitted as part of the Step #1 bid submittal.
3	Section 3 Business Self-Certification Form (Attachment C) (Optional). Any bidder claiming a Section 3 Business Preference must submit the Section 3 Business Preference Certification Form as part of the Step #1 bid submittal. Prior to award, MPHA will request additional documentation as needed from the bidder to confirm their Section 3 status.
4	WMBE and Section 3 Subcontractor Certification Form (Attachment D). The bidder must document their efforts to meet MPHA’s W/MBE and Section 3 participation goals by completing and submitting this certification form as part of the Step #1 bid submittal.
Step #2 Bid Submittal: Documentation/information to be submitted only by the apparent low bidder(s) within 10 days when directed by MPHA to do so. The apparent successful bidder(s) may submit the Step #2 bid documents via e-mail or by hard-copy to the Buyer.	
1	Profile of Firm Form (Attachment E). This form must be fully completed and submitted as part of the Step #2 bid submittal.
2	Statement of Contractor’s Qualifications (Attachment F). This form must be fully completed and submitted as part of the Step #2 bid submittal.
3	Equal Employment Opportunity/Supplier Diversity. The bidder must submit a copy of its Equal Employment Opportunity Statement and a complete description of the positive steps it will take to ensure compliance with the regulations detailed in Section 5.6 regarding supplier diversity (e.g. small, minority-, and women-owned businesses).
4	Subcontractor/Joint Venture Information (Optional). The bidder shall identify whether or not they intend to use any subcontractors and/or if the bid is a joint venture with another firm. All information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
5	Other Information (Optional). The bidder may include any other information that they believe is appropriate to assist MPHA in its evaluations.

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6	Insurance Certificates and Licenses. The apparent successful bidder(s) will direct their insurance broker or carrier to deliver directly to MPHA, preferably by email, the insurance certificates detailed in Sections 5.3.1 through 5.3.4 and any required licenses as detailed in Section 5.3.5 once notified by MPHA to do so.
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- 3.2 Entry of Proposed Fees.** Bidders shall submit proposed fees online in the Housing Agency Marketplace only for the Pricing Item detailed in the table below. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder 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 fees; disposal and disposal fees; document copying; etc. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e. Billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rate must reflect any travel and administrative time and/or any other costs associated with the work.).

Item No.	Qty.	Unit of Measure	Description
1	325	Hour	Labor rate for asbestos abatement services

3.3 Additional Information Regarding the Pricing Items.

- 3.3.1 Quantities.** All quantities entered by MPHA herein and in the Housing Agency Marketplace are for calculating purposes only and are estimates regarding annual usage and are not a guarantee of work. MPHA reserves the right to order from the Contractor, on a work order basis, any amount of services it requires.

- 3.3.1.1 Indefinite Quantities Contract.** Though MPHA anticipates awarding to only one firm, which HUD defines as a Requirements contract, MPHA reserves the right to complete award to more than one firm if MPHA decides that such is in its best interests. If MPHA makes multiple awards, the ensuing contracts shall become an Indefinite Quantities Contracts (IQC), and the following clauses shall apply:

- 3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** If any ensuing contracts become an Indefinite Quantities Contract (IQC), MPHA shall award to each contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work pursuant to HUD regulation. The required minimum and maximum contract amounts are \$5,000 (GCMA) and \$500,000 (NMCA) over the life of the contract.

- 3.3.1.1.2 Exceptions Regarding the GCMA.** The noted GCMA (not the entire contract, only the restrictions regarding the set GCMA) will be null and void for any firm that rejects a total of 2 requests from MPHA for work during the contract period.

- 3.3.2 Entry of Fees.** Bidders are strongly encouraged to submit a realistic and reasonable fee for the Pricing Item. Additional proposed fees cannot and will not be accepted after the bid submittal deadline.
- 3.3.2.1 Realistic Proposed Fees.** Each bidder is strongly encouraged to enter in the Housing Agency Marketplace a realistic fee for the Pricing Item as MPHA will not negotiate an increase to any unit fees after the submittal deadline. MPHA reserves the right to not award to any bidder that, in MPHA's opinion, proposes a fee that is deemed by MPHA to be unreasonable. For instance, if a bidder enters \$1.00 per hour for an hourly Pricing Item, then \$1.00 per hour is what the bidder will charge MPHA for the work if MPHA deems such is in its best interests. If, despite this warning, a bidder proposes a fee that MPHA deems is not realistic, MPHA reserves the right to require the bidder to, prior to the execution of the contract, present a cash bond in a suitable amount to ensure that the bidder fulfills his/her obligation in this matter. If the bidder does not fulfill his/her obligation to this matter at any time, then the bond shall be forfeited in the amount MPHA needs to award the services to another firm. MPHA may terminate any Contractor that fails to fulfill his/her obligation in such matter. If such termination occurs, the balance of the bond will be returned upon termination.
- 3.3.2.2 Review Entry of Proposed Fees.** MPHA strongly recommends that each bidder, after entry of their proposed fees in the Housing Agency Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered such fees correctly and as intended. The Housing Agency Marketplace allows bidders to re-enter proposed fees at any time prior to the posted deadline, if necessary. Bidders will not be able to correct entries after the deadline.
- 3.3.2.3 Determination of Total Calculated Costs.** After entry of the proposed unit fee for the Pricing Item, the Housing Agency Marketplace will automatically multiply the fee by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that will determine the apparent low bidder.
- 3.3.2.4 Taxes.** 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. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.
- 3.3.3 No Deposit/No Retainer.** MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that MPHA will only pay the Contractor for the actual provision of services.

- 3.4 Bid Submission.** Proposed fees and all required bid documents (see Section 3.1.1) shall be submitted online in the Housing Agency Marketplace prior to the bid deadline. Bids received after the deadline will not be accepted.
- 3.4.1 Submission Conditions.** Do not make any additional marks, notations or requirements on the IFB documents. Bidders 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, such may invalidate that bid. If, after accepting such a bid, MPHA decides that any such entry has not changed the intent of the bid that MPHA intended to receive, MPHA may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering and downloading the IFB documents, the prospective bidder agrees to confirm all notices that MPHA delivers to him/her as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.
- 3.4.2 Submission Responsibilities.** Each bidder shall be responsible to be aware of and abide by all dates, times, conditions, requirements and specifications set forth in the IFB documents, including this document, the IFB attachments listed on page 2, and any addenda. By completing and submitting a bid, the bidder agrees to comply with all conditions and requirements set forth in those documents. Written notice from the bidder not authorized in writing by MPHA to exclude any of MPHA's requirements contained in the documents may cause that bidder to not be considered for award.
- 3.5 Contact with MPHA.** Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other MPHA staff member or official (including members of the Board of Commissioners) regarding this IFB. Failure to abide by this requirement may be cause for MPHA to not consider a bid submittal.
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all prospective bidders. During the IFB solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Buyer; it means that, other than making replies to direct the prospective bidder where his/her answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may fairly respond to all prospective bidders in writing by addendum.
- 3.6 Pre-bid Conference.** MPHA will hold a non-mandatory pre-bid conference as identified on page 4. Such conferences typically last 1 hour or less. Attendees are encouraged to bring a copy of the IFB documents to the conference as MPHA will not distribute any copies of the IFB documents at the conference. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that they feel confident in submitting a bid. At the conference, MPHA will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though MPHA may require that some questions are submitted in writing so that MPHA can properly answer such questions to all prospective bidders in writing.

4.0 BID EVALUATION.

4.1 Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by MPHA, including the company name and their total calculated bid amount. MPHA will not disclose any other information or details regarding the bids during the bid opening. A copy of the bid tabulation will be made available to each member of the public attending the bid opening and to anyone who requests such afterwards. Bids will not be made available for inspection by anyone during the bid opening. Bids will be available for inspection by the public after an award has been completed.

4.1.1 Ties. In the case of ties, the award shall be decided by drawing lots or other random means of selection.

4.2 Responsive Evaluation. After the public opening, the bids will be privately evaluated by MPHA 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 MPHA in a timely manner.

4.3 Responsible Evaluation. MPHA will also evaluate each bid as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the MPHA with the required services). If MPHA determines that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, MPHA may proceed with award. If MPHA determines that a firm is not-responsible, such firm will be notified of such in writing by MPHA in a timely manner. In such case, MPHA may proceed with the responsive and responsible evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that MPHA may take such contract award to MPHA's Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder(s).

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

5.0 CONTRACT AWARD.

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

5.1.1 Contract Form. MPHA will only execute a contract on its forms (see Attachment H, Sample Contract), and by submitting a bid, the bidder agrees to do so. However, MPHA will, prior to the question deadline, consider any contract clauses that the bidder wishes to include or exclude and submits in writing a request for MPHA to do so. MPHA will consider and respond to each such request. If such prospective bidder is not willing to abide by MPHA's response, then that bidder may be deemed ineligible to submit a bid.

- 5.1.1.1 Mandatory HUD Forms.** MPHA has no legal right or ability to at any time negotiate any clauses contained in any of the HUD forms included as part of this IFB.
- 5.1.2 Assignment of Personnel.** MPHA retains the right to request and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.
- 5.1.3 Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB including, but not limited to, selling or transferring the contract, without the prior written consent of MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MPHA shall be void and may result in the cancellation of the contract with 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 MPHA.
- 5.1.4 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful bidder(s), shall be provided to MPHA within 10 business days of notification by MPHA.
- 5.2 Contract Period.** MPHA anticipates that it will initially award a contract for the period of 12 months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months.
- 5.3 Licensing and Insurance Requirements.** Prior to award, the successful bidder(s) will be required to provide:
- 5.3.1 Workers Compensation Insurance.** In accordance with Minnesota Workers Compensation laws, an original certificate evidencing the successful bidder's current industrial (worker's compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident;
- 5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA as an additional insured 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 deductible of not greater than \$5,000;
- 5.3.3 Automobile Insurance.** An original certificate showing the successful bidder'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;
- 5.3.4 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; and

5.3.5 City/County/State Business License. If applicable, a copy of the successful bidder's business license allowing that entity to provide such services in the State of Minnesota and/or, if applicable, any city or county jurisdiction therein in which work will be performed.

5.4 Contract Service Standards. All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

5.5 Potential Escalation Regarding Labor Rates. At MPHA's discretion, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs regarding the corresponding or most similar State of Minnesota Prevailing Wage Rates ("most similar" as determined by and at the sole discretion of MPHA). For example, if, at the end of the first contract period, the listed prevailing wage rates increase 3% as compared with the listed rates on the date of contract execution, then the Contractor will, at MPHA's discretion, be entitled to a 3% increase in the fees that they submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

5.5.1 Notification From the Contractor. The Contractor must notify MPHA, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of MPHA.

5.5.2 Right to Reject. As stated above, MPHA reserves the right to reject any such request for an increase in fees if MPHA feels that doing so is in its best interests. Similarly, the Contractor has the right to terminate services if MPHA rejects the request for an increase, which will occur as follows:

- **Step No. 1.** The Contractor submits a written request for an increase, accompanied by the required documentation, to MPHA within the required 60-day period;
- **Step No. 2.** MPHA considers the request and, within 10 days of receipt of such, issues a written response to the Contractor as to whether the request is approved;
- **Step No. 3.** If rejected and the Contractor wishes to cease providing services to MPHA, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to MPHA a written notice that they are exercising their right to discontinue the services within 120 days of the date this notice was delivered to MPHA (the specific date 120-days hence shall be written in the notice); then
- **Step No. 4.** MPHA will make other arrangements to replace the Contractor for the services. Further, if other arrangements are completed by MPHA prior to the 120-day date, MPHA retains the right to deliver a 10-day written notice to the Contractor to cease services (meaning, the 120-day period is a maximum additional contract period that MPHA may, at its discretion, shorten with such written notice).

- 5.6 Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and MPHA have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:
- 5.6.1** Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.
- 5.6.2** (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.
- 5.6.3** (b) Affirmative steps include:
- 5.6.3.1** (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 5.6.3.2** (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 5.6.3.3** (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;
- 5.6.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 5.6.3.5** (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
- 5.6.3.6** (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.
- 5.6.4 Requirements.** Section 3.1, Item No. 3 under Step #2 Bid Submittal, details what the bidder must submit showing compliance with these regulations.