

Quotations for Small Purchases (QSP) No. Q22001

**Air Monitoring & Clearance Testing for the
1314 North 44th Avenue Piping Project
(B21023)**



QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

**QSP Document
Table of Contents**

Section	Description	Page
	QSP Attachments	3
	Index of Submittal Docs	4
	Introduction	5
1.0	Scope of Work/Technical Specifications	6
1.1	General Description of Services	6
1.2	Contractor Responsibilities	6
2.0	Quote Submittal	10
2.1	Quote Submittal Procedures	10
2.2	Taxes	11
2.3	Additional Information Pertaining to the Pricing Items	11
2.4	Contact with the MPHA	11
2.5	Quote Submission	11
2.6	Equal Opportunity and Supplier Diversity	12
2.7	Pre-Quote Conference	13
3.0	Quote Evaluation	13
3.1	No Public Opening	13
3.3	Responsive Evaluation	13
3.4	Responsible Evaluation	13
3.5	Restrictions	13
4.0	Contract Award	13
4.1	Contract Award Procedure	13
4.2	Contract Conditions	13
4.3	Licensing and Insurance Requirements	14
4.4	Contract Service Standards	15
4.5	Prompt Return of Contract Documents	15
5.0	The MPHA's Reservation of Rights	16

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

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

Document No.	Attachment	Description
2.0	B	Profile of Firm Form
3.0	C	Statement of Contractor's Qualifications
4.0	D	Section 3 Business Self Certification
5.0	E	W/MBE and S3 Subcontractor's Qualifications
6.0	F	Unit Pricing Sheet
7.0	G	HUD Form 5369-B
8.0	H	Sample Contract
9.0	I	1314 North 44 th Asbestos Report
9.1	I-1	1314 North 44 th Bulk Testing Report
9.2	I-2	MN Dept. of Health Selected Asbestos Rules
9.3	I-3	Section 3 Compliance Report

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

**MINNEAPOLIS PUBLIC HOUSING AUTHORITY
 QUOTATIONS FOR SMALL PURCHASES
 FOR
 Air Monitoring & Clearance Testing for the 1314 North 44th
 Avenue Piping Project (B21023)
 QSP #22001
 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 quote submittal, 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
Section 3 Business Self Certification Form	Optional	✓	
W/MBE and S3 Subcontractor Certification	✓	✓	
Schedule of Contractor's Unit Prices	✓	✓	

Quoters shall review MPHA's insurance requirements prior to submitting their quote. The insurance requirements can be found in Section 4.3.

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

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 300 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

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.internationaleprocurement.com . 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, call customer support at 866-526-0160.
PRE-QUOTE CONFERENCE	None scheduled. Quoters may schedule an appointment with the Project Manager to view the properties: Tim Pilgrim 612-221-7927 tpilgrim@mplspha.org .
DEADLINE TO SUBMIT QUESTIONS	Wednesday January 5, 2022 3:00 PM CST Questions must be submitted online in the Housing Agency Marketplace or via email to the Buyer by the date and time noted above.
QUOTE SUBMITAL RETURN & DEADLINE	Thursday January 13, 2022, 3:00 PM CST Submit proposed fees and the required quote documents online in the Housing Agency Marketplace by the quote submittal deadline.

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. Air samples will need to be collected and analyzed during asbestos abatement for VCT flooring abatement and ceiling scrapes as needed. Air samples will need to be collected from vacant apartments while flooring abatement occurs to ensure and verify that asbestos fibers are being contained in the worksite. Phases of 24 – 30 vacant units will be abated within a schedule of 3 – 5 units abated per day with 9 phases that will alternate between abatement/demo and renovation activities. Quotes should be based on an all-inclusive eight-hour day for air sampling and analysis. Unit pricing shall be submitted for work completed less than an eight-hour day and beyond an eight-hour day.

1.1.1 Method. The Contractor shall collect and analyze air samples per any and all applicable laws, regulations or rules including but not limited to Minnesota Department of Health Rules 4620.3592-3598.

1.1.2 Reporting. Lab report results must be returned to the Owner or Owners Representative the same day the samples are collected. Clearance samples will be prepared and analyzed on site in the shortest time frame possible.

1.1.3 Containment Clearance. Removal and detail cleaning work will be considered complete when all surfaces inside containment areas have no visible debris or asbestos residue and have passed final clearance inspection. The General Contractor (for B21023) shall pay for any and all costs associated with the additional inspections and testing resulting from failed clearance testing. If clearance samples fail the contractor is responsible for any and all costs to achieve clearance including costs due to delays in schedule.

1.1.4 Schedule. Abatement work will be conducted during working hours of Monday through Friday 8:00am to 4:30pm, excluding holidays. Project setup/staging may occur before 8:00am with prior approval if it generates no noise.

1.1.4.1 Air samples will be taken from each apartment (220) while the VCT Floor tile are removed. The schedule will need to be coordinated with the GC. MPHA estimates this work will take approximately 70 working days completing 3- 5 apartments per day and 24-30 apartments per phase Clearance testing should be completed by 4:00pm each day.

1.1.5 Staging. A temporary and secure space will be made available to the Contractor for equipment storage and air sample analysis.

1.1.6 Certifications. The apparent low quoter shall provide valid (non-expired) and successfully completed training certifications for each individual that will be working on the project. The certifications shall be submitted to the MPHA project manager prior to beginning any work on the project.

1.1.7 Asbestos Abatement Contractor. The asbestos abatement contractor on this project has not been determined yet. Bids for B21023 are due January 6, 2022.

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

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

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 additional asbestos is discovered (outside the scope of the 1314 North 44th Avenue Piping Rebid Project IFB 21023), the Contractor shall notify the MPHA Project Manager immediately for containment/abatement.
- 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 workdays 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** Certificate of Substantial Completion (AIA G704);
 - 1.2.4.3** Contractor's Affidavit of Payments of Debts and Claims (AIA G706);
 - 1.2.4.4** Contractor's Affidavit of Release of Liens (AIA G706A); and
 - 1.2.4.5** Consent of Surety to Final Payment (AIA G707).
- 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 1.2.6.3, 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 the Periodic Estimates for Partial Payments and all applicable supporting documentation electronically to the Project Manager.

1.2.6 COVID-19 Protocols. The Contractor must comply with all MPHA requirements related to COVID-19 as outlined in Attachment H.

1.2.7 Debris. The Contractor shall clean work areas daily, at the end of the workday, and/or any time there is a change of work location, of all work-generated debris which may endanger the safety of others (the public; MPHA residents; etc.).

1.2.7.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

1.2.7.2 The Contractor must examine the work area and determine any unsuitable work condition.

1.2.7.3 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.

1.2.8 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.

1.2.9 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.

- 1.2.10 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 by GC around work areas.
- 1.2.11 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.
- 1.2.12 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.
- 1.2.13 Service Locations.** The Contractor shall perform services at 1314 North 44th Avenue, Minneapolis, MN 55412.
- 1.2.14 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.
- 1.2.15 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. The Air Monitoring & Clearance Testing Contract shall coordinate the schedule with the Prime Contractor and Asbestos Abatement Contractor for Project B21023. The project start/finish dates are March 2022-December 31, 2023.
- 1.2.16 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.
- 1.2.17 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 two 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.
- 1.2.18 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).

1.2.19 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.

1.2.20 Workmanlike Standard. The Contractor shall, without charge, replace or correct any work found by MPHA to (1) not conform to the contract requirements, or (2) not meet workmanlike standards as determined by MPHA, unless MPHA decides, in its sole discretion, it is in its interest to accept the work as is with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove any rejected materials from the premises.

If Contractor does not replace or correct rejected work within five (5) business days of being notified, MPHA may (1) replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed with work.

1.2.21 Section 3 Reporting Requirements. As outlined in Attachment F, submit quarterly this compliance report. This report requires the vendor to provide on a quarterly basis the total number of hours worked on MPHA projects for all workers, the number of hours worked on MPHA projects by Section 3 workers, the number of hours worked on MPHA projects by Targeted Section 3 workers and any qualitative efforts undertaken to help achieve compliance with the benchmark requirements. The benchmark requirements are 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers, of which 5% must be worked by Targeted Section 3 workers.

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 Section 3 Business Self Certification Form (optional). As detailed within the QSP Attachment B, 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.

2.1.2 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.

2.1.3 Unit Pricing Sheet. Quoters shall complete and submit the unit pricing sheets as part of their Step #1 quote submittal.

2.1.4 Quote Submittal Process. The Responsible Construction Contractor Verification Form, Section 3 Business Self Certification Form and W/MBE and Section 3 Subcontractor Certification Form may be submitted in any one of the following methods:

2.1.4.1 By uploading to the Housing Agency Marketplace; or

2.1.4.2 By email to mprahm@mplspha.org.

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

2.1.5 Proposed Pricing. Each quoter must submit pricing on the Housing Agency Marketplace only. Quotes shall include all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the MPHA; etc.

Item	Qty	U/M	Description
1	70	Days	Air monitoring & clearance testing during asbestos abatement for the 1314 North 44 th Avenue project B21023 (based on an 8-hour work day and inclusive of labor, expenses, supplies, analysis, trip charges, reporting, etc.)

2.1.6 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.

2.2 Additional Information pertaining to the Pricing Items.

2.2.1 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.

2.2.1.1 Firm-fixed base bid fee. The proposed fee entered for the Pricing Item shall be for all the work detailed within the scope to complete the generator installation work. The MPHA reserves the right to not complete an award to any firm that submits if, in the opinion of the MPHA, submits a cost that is either too low or a cost that is too high.

2.2.1.2 No Increase in Proposed Unit Fees. The MPHA will not, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, quoters are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding table.

2.2.1.3 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.

2.3 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.

2.3.1 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.

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

2.4.1 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, 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 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.

2.5 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.

2.5.1 Within 2 CFR § 200.321 it states:

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

2.5.1.2 (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.

2.5.1.3 (b) Affirmative steps shall include:

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

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

2.5.1.3.3 (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;

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

2.5.1.3.5 (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

2.5.1.3.6 (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.

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

2.5.2 Within **HUD Procurement Handbook 7460.8 REV 2** it states:

2.5.2.1 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.

2.5.2.2 MPHA values resident participation and employment in its contracting. MPHA has a participation goal of 20% minority-owned business enterprises (MBE), and 7% woman-owned enterprises (WBE). In addition, 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers, of which 5% must be worked by Targeted Section 3 workers (see Attachments D & E for more information). The selected Proposer 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.

2.6 Pre-quote Conference. There is no pre-quote conference scheduled. Quoters may schedule an appointment with the Project Manager to view the property: Tim Pilgrim 612-221-7927
tpilgrim@mplspha.org.

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 Award Procedure. If a contract is awarded pursuant to this QSP, the following detailed procedures will be followed:

4.1.1 By completing, executing, and submitting a quote, the “quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the MPHA, including the

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

contract clauses already attached as Attachments H, each attached. Accordingly, the MPHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

4.1.2 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 H, 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.

4.1.2.1 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.

4.1.3 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. Contractor shall provide prior notification to MPHA of any proposed changes of personell.

4.1.4 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.

4.3 Licensing and Insurance Requirements. Prior to award (but not as a part of the quote submission) the Contractor will be required to provide:

4.3.1 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;

4.3.2 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;

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

- 4.3.3 Professional Liability Insurance.** An original certificate showing the quoter's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a maximum deductible amount of \$5,000;
- 4.3.4 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. **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.
- 4.3.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 4.3.1 through 4.3.5) 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).
- 4.4 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.
- 4.5 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 Suspension Procedures.** The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.
- 5.1 Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 5.2 Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 5 of this document, while also complying with the workmanlike standard clause contained at Section 1.2.20.
- 5.3 Notice of Violation.** If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.
- 5.4 Suspension and Reinstatement.** For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the

QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q22001, Air Monitoring & Clearance Testing for the 1314 North 44th Avenue Piping Project (B21023)

Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

After the Contractor has fulfilled the requirements of the suspension they will be reinstated and be included on future contracting opportunities.

6.0 THE MPHA'S RESERVATION OF RIGHTS. The MPHA reserves the right to:

- 6.1 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.
- 6.2 Right to Not Award.** Not award a contract pursuant to this QSP.
- 6.3 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).
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
- 6.8 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.
- 6.9 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.