

Brainerd Housing Authority

INVITATION FOR BIDS (IFB) No. 2022-016

Snow Removal Services- General



Table of Contents

[Table No. 1]

Section	Description	Page
	Introduction	3
	IFB Information at a Glance	3
1.0	The Agency's Reservation of Rights	4
2.0	Scope of Work/Technical Specifications	5
2.1	Snow Removal Services	5
2.2	Additional Contractor's Responsibilities/Qualifications	5
2.3	Service Locations	8
3.0	Bid Format	9
3.1	Two Step Bidding Process	9
3.2	Entry of Proposed Fees	11
3.3	Additional Information pertaining to the preceding listed Pricing Items	11
3.4	Bid Submission	17
3.5	Proposer's Responsibilities – Contact with the Agency	17
3.6	Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity	18
4.0	HUD Procurement Handbook	19
4.1	Required Efforts	19
4.2	Agency Procurement Policy	19
4.3	Assistance To Small And Other Business, Required Efforts	19
4.4	Requirements	19
4.5	Pre-Bid Conference	19
4.6	Recap Of Attachments	19
5.0	Bid Evaluation	20
5.1	Responsive Evaluation	20
5.2	Responsible Evaluation	20
5.3	Restrictions	21
6.0	Contract Award	21
6.1	Contract Award Procedure	21
6.2	Contract Conditions	21
6.3	Contract Period	22
6.4	Licensing and Insurance Requirements	22
6.5	Contract Service Standards	23
6.6	Prompt Return Of Contract Documents	23
	Index of Tables	23

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

INTRODUCTION

The Brainerd Housing & Redevelopment Authority (hereinafter, “HA”) is a public entity that was formed in 1966 to provide federally subsidized housing and housing assistance to low-income families. Our mission is to provide affordable housing and redevelopment opportunities to strengthen our neighborhoods and community. Our plan is to keep continuing our efforts and provide high quality, safe and affordable housing for existing and potential residents and participants. The HA is headed by an Executive Director (ED), is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the HA’s procurement policy. Though, brought into existence by a Resolution of the City of Brainerd, it is a separate entity from the City.

Currently, the HA owns and/or manages 325 units in the City of Brainerd and administers approximately 320 rental assistance vouchers across Crow Wing County. The HA’s housing units are public housing and income-based units located in multiple buildings throughout the City of Brainerd.

The HA is soliciting proposals for snow removal services for the Brainerd Housing Authority from qualified licensed and insured entities, individuals, or firms.

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and all attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Mr. Schommer.)	John Schommer Telephone: (218) 824-3432 E-mail: procurement@brainerdhra.org TDD: (800)735-2989
HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access www.brainerdhra.org 2. Click vendor at the top right 3. Click on to Housing Agency Marketplace 4. Follow the listed directions. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	Wednesday, September 14 th , 2022, 9:00 AM
QUESTION DEADLINE	Wednesday, September 21 st , 2022, 3:00 PM
PROPOSAL SUBMITAL RETURN & DEADLINE	Wednesday, September 28 th , 2022, 3:00 PM Agency Administrative Office 324 East River Road, Brainerd MN, 56401 *(The proposed costs must be entered within the aforementioned eProcurement Marketplace and the proposal must be submitted through the eProcurement software and time-stamped by the Agency by no later than 3:00 PM on this date).

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 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 the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 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 the written consent of the Agency Executive Director (ED).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, a.k.a., "the Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

2.0 SCOPE OF WORK. Brainerd HRA is seeking bids from qualified, licensed, and insured entities to provide the following detailed services:

2.1 Snow Removal Services. (NOTE: Herein, whenever the Agency refers to “as directed,” unless otherwise stated, such reference shall be the “Agency Contact Person”, or the person assigned by the Agency to oversee the ensuing contract awarded.)

2.1.1 Plowing/Shoveling. Work will include, but is not limited to, clearing snow from the parking lots, shoveling sidewalks to bare pavement and salt applied after every shoveling. Salt and/or sand shall be applied to all parking areas if and where needed (as approved by the Agency). Services to include all equipment and labor to clear parking lots when snow depth reaches 1 inch. Sidewalks of all tenant occupied buildings shall be shoveled and salt applied if there is any accumulation during an event. Pathways for emergency services at North Star and Brainerd South Apartments shall be kept passable during snow events. Lots shall be cleared so that pavement is bare. Snow will be “pushed” into areas agreed upon by the Agency and the Contractor. These locations will be such that the snow does not impede on the flow of traffic, prohibit access to utilities or services, nor will it prohibit or create unsafe access to resident’s apartment.

2.1.1.1 Plowing Schedule. The parking areas for North Star and Brainerd South Apartments shall be as follows: Contractor shall call Agency a minimum of 24 hours in advance of beginning clearing with preference for clearing starting after 9am of the day following a snow event. The Agency will notify tenants and will make every effort to have cars removed from the lots before the Contractor arrives to complete snow removal. Brainerd HRA employee parking area requirements are as follows: After a snow event a complete clearing of areas is to be completed by 6am of the next day. Ice storms may occur, which will mandate sanding and salting only, for all areas.

2.1.1.2 Contact pertaining to each event. The Contractor will ensure the above schedule is maintained. The Agency will not place telephone calls as to when the contractor is to start removing snow after it has stopped snowing. The Agency reserves the right to call and request snow clearing outside of a snow event.

2.1.1.3 Damage. Any damage to Agency- or tenant-owned property by the Contractor from plowing or other services performed by the Contractor, or by any subcontractor retained by the Contractor, will be the Contractor’s sole responsibility to repair or replace in a timely manner.

2.1.1.4 Sand/Salt. Salt/Sand for early season and late season storms is needed to prevent slip, trips and falls. Ice storms may occur, which will mandate sanding and salting only. If additional

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

sand/salt is needed, Agency approval is required. The Agency reserves the right to request additional salting and sanding services as it deems necessary.

2.2 Additional Contractor's Responsibilities/Qualifications:

2.2.1 Equipment; Supplies. Unless otherwise stated herein, as a part of the proposed fees, the Contractor shall supply any and all such items needed to provide the services detailed herein; meaning, the Agency shall not pay any additional fees for such.

2.2.2 Labor. The Contractor shall employ only persons qualified for snow plowing services.

2.2.2.1 Minimum Acceptable Qualifications. The Contractor shall:

2.2.2.1.1 Possess and maintain a valid State of Minnesota Contractor's Registration or Exemption.

2.2.2.1.2 Be able to provide services for all the Agency properties listed within the following Table No. 3 herein.

2.2.2.1.3 Not be debarred by the State or Federal Government for participation in contracting with public agencies.

2.2.3 Quality of Service. All work provided shall be performed in accordance with established snow plowing practices, using modern techniques accepted by the rules and regulations of commercial equipment.

2.2.4 Regulations. The Contractor shall comply with any applicable Cities of Brainerd, and federal laws, codes, and regulations regarding the application of any products.

2.2.5 Safety and Security. The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State, and Federal rules pertaining to workplace safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.

2.2.5.1 All work provided by the Contractor shall be conducted with the utmost concern for the safety of the workers, Agency employees,

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

Agency residents and the public in such manner as to cause the least possible interference with or annoyance to others.

- 2.2.5.2 The Contractor shall comply with all published Agency safety procedures and guidelines.
- 2.2.5.3 The Contractor's employees shall follow all required or otherwise appropriate safety practices in handling chemicals and operating machinery. The Contractor shall ensure that eye protection, hearing protection, and foot protection are utilized when conditions, include any relevant local, State, or Federal OSHA codes, laws, rules, and regulations dictate. The Contractor shall not store any materials on site. All materials brought on site must be only for the daily requirements of the equipment used in the performance of work and shall always be kept in proper containers and secured.
- 2.2.5.4 Safety of our tenants and staff are the highest priority. Therefore, the contractor, before award, will need to demonstrate a redundancy of equipment. All equipment used on Agency properties must have at the minimum back up alarms and flashing yellow safety lights. Snow is not to be piled to hinder access to units or block viewing, of the street, when exiting the lot.
- 2.2.5.5 **Safety.** The Contractor shall, at all times, ensure that all work provided by the Contractor complies with all local, State, and Federal rules pertaining to workplace safety; meaning, the Contractor shall, at all times, conduct business in such a manner as to protect its workers, Agency residents, Agency staff, and the public. Further, the Contractor shall have full and sole responsibility to correct any such condition found unsafe by any authorized entity (including the Agency), and, if such unsafe conditions result to any group named within this section, shall have full and sole responsibility to compensate such persons if so ordered by an authorized agency or a court having jurisdiction.
- 2.2.5.6 **Work Deficiencies.** The Agency anticipates that it will closely observe the performance of the Contractor (see the immediate-following related Sections).
 - 2.2.5.6.1 If the Agency Representative determines that work by the Contractor was not performed as specified in the ensuing contract and was thereby deficient, the Contractor shall correct the deficiencies in a timely manner (NOTE: "timely," as may be directed by the Agency Representative); and such shall be completed at the Contractor's expense, not the Agency's expense.

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

2.2.5.6.2 If the Agency Representative rightfully determines that turf, plant life, ground cover, fixtures or equipment have been damaged, killed, or failed to retain healthy growth as a result of Contractor's recommendations, operation, negligence, or chemicals, all aforementioned plant life, fixtures, or equipment shall be replaced at Contractor's expense.

2.2.5.6.3 Failure on the part of the Contractor to fail to correct work deficiencies shall be cause for termination of the Contract by the Agency.

2.3 Service Locations. Sites applicable to these services are identified following.

[Table No. 3]

(1) IFB Section	(2) Site No.	(3) Site Name/Address:	(4) Total # of Parking Areas
2.3.1	1	North Star Apartments parking areas at: 410 East River Road, Brainerd, MN 56401 and across from 324 East River Rd, Brainerd, MN 56401	1
2.3.2	2	Overflow North Star parking area at: East lot, 324 East River Rd Brainerd, MN 56401	1/2
2.3.3	2	Brainerd HRA employee parking area at: East lot, 324 East River Rd, Brainerd, MN 56401	1/2
2.3.4	3	Brainerd HRA employee parking areas at: 324 East River Rd, Brainerd, MN 56401	1
2.3.5	4	Brainerd South parking lot at: 1969/1987 S 7 th Street, Brainerd, MN 56401	1

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed Step #1 of Table No. 4. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 7 days after being notified to do so.

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Also see attachment A for different sections. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

(1) IFB Section	(2) Section No.	(3) Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.2	2	form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract.</i> This Form is attached hereto as Attachment B to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
3.1.1.1.4	4	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations, herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

3.1.1.1.5	5	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.1.1.6		NOTE: As directed within the following Section 3.2, bidders MUST NOT submit any pricing accompanying this above required documentation; pricing shall be submitted online only as detailed within the following Section 3.2 herein.
3.1.1.2		Step #2: Documentation/information to be submitted, within 7 days, only by the apparent low bidder when directed to do so by the Agency.
3.1.1.2.1	1	Licensing. If necessary, submit the license(s) detailed within the following Section 6.4.4 herein.
3.1.1.2.2	2	W9. A fully completed Form W-9, Request for Taxpayer Identification Number and Certification
3.1.1.2.3	3	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 6.4.1 through 6.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.

3.2 Entry of Proposed Fees.

- 3.2.1** The proposed fees shall be submitted by the bidder and received by the Agency, where provided for within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the initial bid submittal detailed within Section 3.0—any bidder that does so may, at the Agency’s discretion, be rejected without further consideration.
- 3.2.2** **Pricing Items.** The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the submittal detailed within Section 3.0—any bidder that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful 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; document copying not specifically otherwise agreed to by the Agency; etc.

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

[Table No. 5]

RFP Section	Item No.	U/M	Service Description	Per trip to property
3.2.3	1	Each	Complete snow removal of lots 1 - 3	1
3.2.4	2	Each	Complete snow removal of lot 4	1
3.2.5	3	Each	Removal of snow on sidewalks of lot 1 (North Star)	1
3.2.6	4	Each	Removal of snow on sidewalks of lot 4 (Brainerd South)	1
3.2.7	5	Each	Salt sidewalks and walking areas of lot 1 (North Star)	1
3.2.8	6	Each	Salt sidewalks and walking areas of lot 4 (Brainerd South)	1
3.2.9	7	Each	Removal of snow in snow emergency area lots 1 - 2	1
3.2.10	8	Each	Removal of snow in snow emergency area lot 4	1

3.3 Additional Information Pertaining to each Pricing Item.

3.3.1 Quantities. All quantities entered by the Agency herein and within the corresponding Pricing Items on the Marketplace are for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the Agency anticipates that the ensuing contract may be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

3.3.1.1 Exception to 3.3.1. Though the Agency anticipates that it might make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

3.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC),

which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are: (a) GCMA: \$2,000; (b) NMCA: \$200,000 (each shall be annual amounts).

3.3.1.1.2 Exceptions Pertaining to the GCMA.

3.3.1.1.2.1 The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of 3 requests from the Agency to be available for work during the contract period.

3.3.1.1.2.2 (PLEASE NOTE: This clause does not pertain to any firm that, as detailed within the preceding Section 3.3.1.1.2.1, has had the GCMA declared null and void during the current contract period). If, during the final 3 months of the contract period, the Agency has not made a task order award to any Contractor(s) in the pool that would ensure that award(s) to the Contractor reaches the \$2,000 GCMA, the Agency shall retain the right to suspend the process detailed within Section 2.5 herein and complete an award directly to any such Contractor, thereby reaching the GCMA (once the GCMA has been met, this exception is no longer available during that contract period and the procedure set within Section 2.5 is again in affect).

3.3.2 Entry of Proposed Fees in the eProcurement Marketplace. Bidders must submit, where provided for within the eProcurement Marketplace, a cost for each and every Pricing Item.

- 3.3.2.1 Realistic Cost Proposed for each Pricing Item.** Each bidder is strongly encouraged to enter where provided within the eProcurement Marketplace a realistic cost for each and every Pricing Item, especially the hourly fees required. For example, if the successful bidder enters \$1.00 for an hourly Pricing Item (bidders typically do so in an effort to improve their position in regard to the ranking of bidders), then the \$1.00 is what the successful bidder will charge the Agency for any work that the Agency may retain the successful bidder to provide related to that Pricing Item if the Agency deems such retention is in the Agency's best interests to do so. Accordingly, it is the Agency's opinion that it is very much in the best interests of the bidder to propose a realistic cost for each and every Pricing Item. If, despite this warning, the successful bidder proposes a fee that the Agency deems is not realistic, then the Agency reserves the right to require the successful bidder to, at contract execution, present a cash bond in a suitable amount (i.e., \$5,000.00, which the Agency will hold during the term of the ensuing contract period) to ensure that the successful bidder will fulfill his/her obligation in this matter.
- 3.3.2.2 Review the Entry of Proposed Fees.** After a bidder has entered where provided for within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each bidder, after entry of these proposed fees within the Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly (the Marketplace will allow the bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.
- 3.3.2.3 Determination of the Lowest Calculated Costs.** After a bidder has entered where provided within the Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The total sum of all Pricing Items will determine the lowest bidder and/or the ranking order for placement within the ensuing pool of contractors that may be formed (as long as such firm(s) are deemed responsive and responsible).
- 3.3.2.3.1 Agency Option.** The Agency has the right to, at its sole discretion, combine Lots for award based upon the total calculated amounts for those combined Lots being a lower cost than such combinations for other bidders.

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

3.3.2.4 No Negotiation of Proposed Fees after the Submittal Deadline. The Agency WILL NOT, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, bidders are strongly cautioned to submit a realistic price for each Pricing Item.

3.3.3 Potential Escalation of Rates. Pertaining to the ensuing contract, the successful bidder may receive an escalation in costs as detailed following:

3.3.3.1 Labor Costs. At the discretion of the Agency, 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 pertaining to the corresponding or most similar State of Minnesota Prevailing Wage Rates for the Brainerd area ("most similar," as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will, at the CO's discretion, be entitled to a 5% increase in the labor rates that he/she 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.

3.3.3.1.1 Notification must be received from the Contractor. The Contractor must notify the ED, 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 the ED.

3.3.3.1.2 Right to Reject. As stated within this Section 3.3.3, the Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the Contractor has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

3.3.3.1.2.1 Step No. 1. The Contractor submits his/her written request for an increase, accompanied by the required documentation, to the Agency ED within the required 60-day period (please see the preceding Section 3.3.3.1 herein);

3.3.3.1.2.2 Step No. 2. The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the Contractor as to whether the request is approved or rejected;

3.3.3.1.2.3 Step No. 3. If rejected and the Contractor wishes to, as a result, cease providing the services to the Agency, the Contractor has 10 days from the receipt of the written notice of rejection to deliver to the Agency ED a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

3.3.3.1.2.4 Step No. 4. The Agency will then endeavor to ensure that it makes other arrangements to replace the Contractor (i.e., contract with another firm; do the services in-house; etc.); further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original Contractor a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

3.3.4 Pertinent Wage Rates.

3.3.4.1 HUD Maintenance Wage Rates Determination (MWRD). Please see Attachment G-4, attached hereto. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD.

3.3.4.1.1 Therefore, by submitting a bid, each bidder is thereby agreeing to and verifying that he/she will

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

not pay his/her employees at rates less than detailed within Attachment G-4, attached hereto. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E therein), the Contractor may not be required to submit certified payrolls; however, the Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

3.3.4 Prior Agency Approval Required. Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.3.5 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization). The Contractor will be required to submit a full back-up detail of all hours worked, listed by no more than the "15-minute" standard.

3.4 Bid Submission. All bids must be submitted and time-stamped received in the eProcurement Marketplace by no later than the submittal deadline stated herein (or within any ensuing addendum).

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

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

- 3.4.2 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by Brainerd HRA, including the IFB document, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of Brainerd HRA's requirements contained within the documents may cause that bidder to not be considered for award.
- 3.5 Bidder's Responsibilities – Contact with Brainerd HRA.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the named CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for Brainerd HRA to not consider a bid submittal received from any bidder who may not have abided by this directive.
- 3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. individual/firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between HomeFront and a prospective bidder when other prospective proposers are not present) conversations that may give one prospective bidder an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.
- 3.6 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and Brainerd HRA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.
- 3.6.1 Within 2 CFR §200.321 it states:**
- 3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area individual/firms.
- 3.6.1.2 (a)** The Non-Federal entity must take all necessary individual/affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area individual/firms are used when possible.

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

3.6.1.3 (2) Individual/affirmative steps must include:

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

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

4.0 Within HUD Procurement Handbook 7460.8 REV 2 it states:

4.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the Agency shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

4.2 Within our **Agency Procurement Policy** it states that our Agency will:

4.3 **Assistance to Small and Other Business, Required Efforts:**

4.3.1 Including such individual/firms, when qualified, on solicitation Mailing lists;

4.3.2 Encouraging their participation through direct solicitation of bids or Bids whenever they are potential sources;

4.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such individual/firms;

4.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such individual/firms;

4.3.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,

4.3.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

4.4 **Requirements.** Accordingly, please see Section 3.1 within Table No. 5 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

4.5 **Pre-bid Conference.** There is one pre-bid conference scheduled at 9:00 AM on the 14th of September 2022. Meet at the 324 East River Road, Brainerd HRA Office.

4.6 **Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 6]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
4.7.1	1.0		This IFB Document
4.7.2	2.0	A	Form of Bid
4.7.3	3.0	B	form HUD-5369-C (8/93), <i>Certifications and</i>

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

			<i>Representations of Offerors, Non-Construction Contract</i>
4.7.4	4.0	C	Profile of Firm Form
4.7.5	5.0	D-1	Section 3 Explanation- 24 CFR Part 75
4.7.6	6.0	D-2	Section 3 - Business Concern Certification
4.7.7	7.0	D-3	Section 3- Recipient Compliance
4.7.8	8.0	E	form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
4.7.9	9.0	F	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
4.7.10	10.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.
4.7.8.11	10.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
4.7.8.12	10.2	G-2	Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
4.7.8.13	10.3	G-3	Sample Contract Appendix No. 3: HUD FORM 52158, <i>Maintenance Wage Rate Determination</i> (04/2005).

5.0 BID EVALUATION.

5.1 Responsive Evaluation. After the bid submittals are received they will 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 Agency in a timely manner (in any case, in no less than 7 days after such determination is made).

5.2 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 7 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

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

5.3 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.

6.0 CONTRACT AWARD.

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

6.1.1 By completing, executing, and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by Brainerd HRA, on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-3, each attached hereto. Accordingly, Brainerd HRA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

6.2.1 Contract Form. Brainerd HRA will not execute a contract on the Contractor’s form—contracts will only be executed on Brainerd HRA form (please see Sample Contract, Attachments G and G-1 through G-3 each

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

attached hereto), and by submitting a bid the Contractor agrees to do so (please note that Brainerd HRA reserves the right to amend this form as Brainerd HRA deems necessary). However, Brainerd HRA will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for Brainerd HRA to do so; but the failure of Brainerd HRA to include such clauses does not give the Contractor the right to refuse to execute Brainerd HRA's contract form. It is the responsibility of each prospective bidder to notify Brainerd HRA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. Brainerd HRA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by Brainerd HRA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

6.2.1.1 Mandatory HUD Forms. Please note that Brainerd HRA 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 IFB.

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

6.2.2 Unauthorized Sub-ccontracting 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 the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with Brainerd HRA, 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 CO.

6.3 Contract Period. Brainerd HRA anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency's discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.

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

6.4.1 Workers Compensation Insurance. An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

6.4.2 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each

INVITATION FOR BIDS (IFB) No. 2022-16, Snow Removal Services

occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning not greater than 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000;

- 6.4.3 Automobile Insurance.** An original certificate showing the 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.
- 6.4.4 City/County/State Business License.** If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of Brainerd, Crow Wing County, and/or the State of Minnesota.
- 6.4.5 Certificates/Profile of Individual/firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Individual/firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 6.5 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.
- 6.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to Brainerd HRA within 10 workdays of notification by Brainerd HRA.

Index of Tables

[Table No. 7]

Table	Description	Page
1	Table of Contents	2
2	IFB Information at a Glance	3
3	Service Locations	8
4	Bid Submittal	9
5	Pricing Items	11
7	Recap of Attachments	19
8	Index of Tables	23