INVITATION FOR BIDS (IFB)
No. 2023-004, Roofing Services

Brainerd HRA

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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 326 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 roofing 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 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: "Contracting Officer" or "(CO)" shall be a reference to Mr. Schommer.)	John Schommer, Director of Rehab & Maintenance Telephone: (218) 824-3432 E-mail: john@brainerdhra.org
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access ha.internationaleprocurement.com (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call customer support at (866)526-9266.
PRE-BID CONFERENCE	Tuesday, June 20, 2023, at 10:00 AM 324 East River Road, Brainerd, MN 56401
QUESTION SUBMITTAL DEADLINE	Tuesday, June 27, 2023, 3:00 PM
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	Submit 1 copy of your "hard copy" bid to Brainerd HRA, IFB 2023-004, ATT: John Schommer, 324 East River Road, Brainerd, MN 56401.
BID SUBMITAL RETURN & DEADLINE	*Tuesday, July 11, 2023, 3:00 PM 324 East River Road, Brainerd, MN 56401. The sealed "hard copy" bid documentation must be received in-hand and time-stamped by Brainerd HRA by no later than 3:00 PM on this date).
PUBLIC BID OPENING	Tuesday, July 11, 2023, 3:00 PM 324 East River Road, Brainerd, MN 56401

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.

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

2.1 Description of Services.

2.1.1 Service Tasks.

2.1.1.1 Remove old shingles;

2.1.1.2 Install new shingles;

2.1.1.3 Install new ice and water shield;

2.1.1.4 Install new drip edges and flashing;

2.1.1.5 Install new valley metal, 26 gauge;

2.1.1.6 Shingles must be nailed down, not stapled;

2.1.1.7 Shingles must be impact resistant shingles, laminated, and high grade class 4;

2.1.1.8 Install new ridge venting;

2.1.1.9 Install new pipe jacks;

2.1.1.10 Repair any unexpected rotten or deteriorated sheeting, add 5 square feet per 100 square feet of roofing, must be included in bid;

2.1.1.11 Must repair any damage to lawn/landscaping;

2.1.1.12 Daily cleanup of yard and work area shall be practiced daily, at the end of the workday;

2.1.1.13 Must include dumpsters/haul away;

2.1.1.14 Contractor must provide bathroom facilities;

2.1.1.15 Must include all permits needed;

2.1.1.16 Contractor operating hours must be 8:00am to 5:00pm;

2.1.1.17 Must attend a site walk through, with Brainerd HRA, before product ordering;

2.1.1.18 Construction must start 10 days after the “Notice to Proceed” is issued and completed November 1, 2023.

2.2 Contractor Responsibilities (in alpha order).

2.2.1 **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 Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.2.2 **Communication.** The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Agency after receipt and consideration of written request from the Agency.

2.2.3 **Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

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

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

2.2.4 **Delivery of Materials.** As may be applicable, the Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.

2.2.4.1 Long lead items must be ordered as soon as possible, after contracts are signed. Planning will be important to assure timely delivery of materials.

2.2.5 **Labor Rates All-inclusive.** Unless otherwise provided for herein, the bids shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc. Unless otherwise stated.

2.2.6 **Mobilization for Firm-fixed Fee Work.** The proposed firm-fixed fee costs submitted by a bidder for all Pricing Items shall be automatically burdened with mobilization costs; meaning, the costs proposed by the bidder include the bidder's costs to transport his staff and equipment to the Agency site to complete the work.

2.2.7 **No Interaction with Agency Residents by the Contractor staff.** There will be absolutely no interaction between the awarded contractor workers and the Agency residents. Violators will be permanently removed from the site.

2.2.8 **No Interference with Traffic.** The Contractor shall ensure that he/she, to the greatest extent feasible, minimizes interference with on-site drives, parking areas and walks, adjoining streets, walks, and other adjacent occupied or used facilities during operations or "after hours." Please note that the Contractor shall not close or obstruct streets, walks, or other adjacent occupied or used facilities without the written permission of the Agency. Further, if such permission is given, the Contractor shall ensure that an alternate route around closed or obstructed traffic ways is provided.

2.2.9 **Normal Agency Work Hours.** The Agency's typical work week is Monday-Thursday, 7:00 AM to 4:30 PM.

2.2.10 **Permits.** If required, the Contractor shall obtain all required permits pertaining to any assigned work (NOTE: The Agency will reimburse the Contractor for the government-mandated fees pertaining to such permits, but not for additional labor).

2.2.11 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the city of Brainerd and state of Minnesota.

2.2.12

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 Agency 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.

2.2.13

Security of the Site. It is the responsibility of the awarded contractor to secure the work site, both during the specific work and after work-hours (if the assigned work has not yet been completed), to protect the work site and the public (included Agency residents). This means that, if/as necessary, the contractor may/shall utilize such preventative measures as barricades, warning signs, lights, human security, etc.

2.2.14

Site Assessment. The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a bid.

2.2.14.1 A Pre-bid Conference is scheduled as noted within the preceding Table No. 2 herein. Due to the complexity of the project, attendance is strongly encouraged, although not mandatory.

2.2.14.2 Additional site visits after the Pre-bid Conference may be scheduled. The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule

a site visit. Allow a minimum three (3) business days to schedule an appointment. Unscheduled visits are prohibited.

2.2.15 **Smoking on the Site.** There will be no smoking allowed unless in designated smoking areas on each of the grounds.

2.2.16 **Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material 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, Agency 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. If applicable, 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 traffic areas are clear for access and egress.

2.2.17 **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 Brainerd, the County of Crow Wing, and/or the State of Minnesota, or any applicable Federal Agency.

2.2.18 The winning contractor must attend a site visit, scheduled by Brainerd HRA, before ordering the product to ensure measurements and supplies needed are correct.

2.3 **Bonds.** Contractor agrees that in the event of its default, in addition to other rights and remedies the HRA has, the material and equipment of Contractor shall be left at the Project for use by the HRA in completing the Work through the performance bond or other third-party contractor hired by HRA. If the HRA carries out Work outside of the performance bond and uses such material and equipment, HRA shall credit the Contractor for the cost of material and equipment used on a rental basis and return the material and equipment to Contractor upon Work completion. The credit shall be an offset against damages to HRA caused by Contractor's default or be paid by HRA to Contractor if the credit exceeds the damages to HRA.

2.3.1 Contractor must provide a bid bond for any bid that is submitted over $50,000.

2.3.2 Contractor agrees to provide a performance and payment bond prior to executing the Contract, if the Contract price is $50,000.00 or greater.

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. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

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.

[Table No. 3]

(1) IFB Section	(2) Tab 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 3-page Form must be fully completed as a part of the initial bid submittal.
3.1.1.1.2	**2**	**Form HUD-5369-A (11/92), *Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs*.** This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed as a part of the bid submittal.
3.1.1.2	**Step #2:** Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.	
3.1.1.2.1	**1**	**Licensing.** The license(s) for you company.
3.1.1.2.2	**2**	**Profile of Firm Form.** The Profile of Firm Form is attached as Attachment C to this IFB document. This 2-page Form must be fully completed and executed as a part of the bid submittal.
3.1.1.2.3	**3**	**Previous Participation Certification Form.** The Previous Participation form is attached as Attachment D to this IFB document. This 2-page Form must be fully completed and executed as part of the bid submittal.

3.1.1.2.5	**5**	**Disclosure of Lobbying Activities.** Disclosure of Lobbying Activities is attached as Attachment G-2 to this IRB document. This 1-page form must be fully completed and executed.
3.1.1.2.6	**6**	**Bonds.** A performance bond and payment bond satisfactory to the Brainerd HRA must be provided prior to executing a Contract for any bid over $50,000.00.
3.1.1.2.7	**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. 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, located at 324 East River Road, Brainerd, MN 56401, no later then July 11, 2023, at 3pm.***

3.3 Additional Information Pertaining to the above Pricing Items.

3.3.1 Realistic Cost Proposed for each Pricing Item. Each bidder is strongly encouraged to submit a realistic cost for each and every Pricing Item, 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.

3.3.2 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 identified within the preceding Table No. 4 herein that the bidder chooses to submit a proposed cost for.

3.4 Pertinent Wage Rates.

3.4.1 Davis-Bacon Prevailing Wage Rates. As may apply by statute, regulation or law, during the ensuing contract period(s), the Agency must be compliant with the Davis-Bacon rates. Davis-Bacon rate as verified by payroll records, rates in Attachment J of this solicitation, the Agency shall:

3.3.4.1.1 Ascertain the applicable portion of the hourly wage rate(s) that is actually paid to the Contractor's employee. Wages are to include fringe benefits.

3.4.2 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.

3.4.3 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.

3.5 Bid Submission. All bids must be submitted and time-stamped and received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). Your bid, shall include Form of a Bid (Attachment A) and HUD-5369-A (Attachment B), and placed unfolded in a sealed package and addressed and delivered to:

Brainerd HRA
IFB No. 2023-004, Roofing Services
Attention: John Schommer
324 East River Road, Brainerd, Minnesota 56401

3.5.1 Submission Package Markings. The package exterior must clearly denote and must have the bidder's name and return address listed within the upper left-hand area of the front of the package.

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

3.5.3 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 requirements contained within the documents may cause that bidder to not be considered for award.

3.6 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.

3.6.1 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 Brainerd HRA 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.

3.7 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.

3.7.1 Within **2 CFR §200.321** it states:

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

3.7.1.2 **(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.

3.7.1.3 **(2)** Individual/affirmative steps must include:

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

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

3.7.1.3.3 **(3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

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

3.7.1.3.5 **(5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.7.1.3.6 **(6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

3.7.2.1 **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.

3.7.2.2 **Section 15.5.B, Goals.** [Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged individual/firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

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

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

3.7.3.1.1 Including such individual/firms, when qualified, on solicitation mailing lists;

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

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

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

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

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

3.8 **Pre-bid Conference.** The scheduled Conference, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 2 hour or less (not including the ensuing walk-through of the properties, if the bidder chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency ***will not*** distribute at this conference any copies of the IFB documents.

3.9 **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. 4]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.9.1	**1.0**		This IFB Document.
3.9.2	**2.0**	**A**	Form of Bid.
3.9.3	**3.0**	**B**	*Form HUD-5369-A (11/92), Representations, *Certifications, and Other Statements of Bidders, Public and Indian Housing Programs.*
3.9.4	**4.0**	**C**	Profile of Firm Form.
3.9.5	**5.0**	**D**	*Form HUD 2530 (10/2016) Previous Participation Certification.

3.9.6	**6.0**	**E**	Form HUD-5369 (10/2002), *Instructions to Bidders for Contracts, Public and Indian Housing Programs*.
3.9.7	**7.0**	**F**	Form HUD-5370 (11/30/2023), General Conditions for Construction Contracts-Public Housing Programs.
3.9.8	**8.0**	**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.
3.9.8.1	**8.1**	**G-1**	Sample Contract: Form HUD-5370-EZ (11/2023), *General Contract Conditions for Small Construction/Development*.
3.9.8.2	**8.2**	**G-2**	Sample Contract: Standard Form LLL (Rev. 01/14), *Disclosure of Lobbying Activities*.
3.9.9	**9.0**	**H**	Section 3 Explanation.
3.9.10	**10.0**	**I**	Agency Profile of Properties (Sites).
3.9.11	**11.0**	**J**	Davis Bacon, Residential classification.

4.0 BID EVALUATION.

4.1 Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible.

4.1.1 Ties. In the case of tied bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2 Responsive Evaluation. After the public opening the "hard copy" bid submittals received 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 5 days after such determination is made).

4.3 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 5 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.

4.3.1 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.

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

5.1.1 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". Accordingly, Brainerd HRA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

5.2.1 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, Attachment G 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.

5.2.1.1 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.

5.2.2 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 the CO. All sub-contractors must be listed on the Contract.

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

5.3.1 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);

5.3.2 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 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 $50,0000);

5.3.3 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.

5.3.4 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.

5.3.5 Certificates/Profile of Individual/firm Form. Pertaining to the aforementioned (within Sections 5.3.1 through 5.3.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Individual/firm Form (<u>do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner</u>

the necessary documents from the successful bidder prior to contract execution).

5.4 Site walk through Contract Service Standards. A mandatory site walk through must be completed, scheduled by Brainerd HRA, before the product is ordered. 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 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.

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