

Invitation for Bids (IFB) No. B24012

Glass Services



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

Attachment	Description
A	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
B	Section 3 Business Self-Certification Form
C	Statement of Contractor's Qualifications
D	Profile of Firm Form
E	W/MBE and S3 Subcontractor Certification Form
F	HUD Form 52158, <i>Maintenance Wage Rate Decision</i>
G	Sample Contract Form (This contract is being given as a sample only; MPHA reserves the right to revise ensuing contract.)
H	MPHA Profile of Properties

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INDEX OF SUBMITTAL DOCUMENTS

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

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

INDEX OF SUBMITTAL DOCUMENTS			
Document	Required Submittal	Signature Required	Bidder Checklist
Attachment B, W/MBE and S3 Subcontractor Certification Form	X	X	
Attachment C, Section 3 Business Self-Certification Form	Optional	X	

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INTRODUCTION

Minneapolis Public Housing Authority (MPHA) is a public entity formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR) and MPHA’s Procurement Policy.

MPHA currently owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 single-family homes throughout the City of Minneapolis; (c) 200 townhome units in the Glendale and Minnehaha family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. MPHA has approximately 325 employees.

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

IFB INFORMATION AT A GLANCE

CONTACT PERSON	Kate Tolle, Buyer Telephone: 612-342-1478 E-mail: ktolle@mplspha.org TDD/TTY: 800-627-3529
HOW TO OBTAIN THE IFB 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-BID CONFERENCE	None scheduled
DEADLINE TO SUBMIT QUESTIONS	Wednesday, May 1, 2024 at 3:00 PM CST Questions must be submitted online in the Housing Agency Marketplace or via e-mail to the Buyer by the date and time noted above.
BID SUBMITAL DEADLINE & RETURN	Wednesday, May 15, 2024 at 3:00 PM CST Submit proposed fees and the required bid documents online in the Housing Agency Marketplace by the bid submittal deadline.

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

1.1 General Requirements. The successful bidder (Contractor) will provide all labor, parts, materials, tools, equipment, supplies and transportation necessary to provide glass services as needed at MPHA's properties. The services include general repairs, maintenance, replacements, and installation of glass and glazing at MPHA properties, which include both residential, high-rise units, and MPHA's central office. The Contractor is responsible to procure and provide all permits, materials, equipment, tool and supplies necessary to complete services.

1.2 Schedule of Services.

1.2.1 Work Hours. The Contractor shall only perform work during the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding holidays (see Section 1.6.2), unless the Contractor receives prior written approval from MPHA stating otherwise. Project setup/staging may occur before 8:00 a.m. with prior approval if it generates no noise.

1.2.2 Non-Emergency POs. MPHA will contact the Contractor when there is a need for services. The Contractor shall respond to and start service for all requests within two days. Services shall only be performed by the Contractor after receipt of written authorization from MPHA.

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

1.2.4 Estimates. Prior to commencing work, MPHA may require the Contractor to submit a written estimate containing the following:

- A complete list of all services and/or repairs that need to be performed;
- A complete and detailed list of all supplies, parts, and materials needed to complete the work;
- The estimated number of labor hours to perform the services; and
- The estimated total dollar amount for the work.

1.2.5 Upon completion of services, the Contractor shall complete and submit an invoice for the services performed to provide a detailed description of the services performed, any parts and materials used, the date and time the work was performed, and the name(s) of the Contractor personnel that performed the work.

1.2.6 MPHA will inspect the Contractor's work upon completion. Any work that is not completed to MPHA's satisfaction shall be corrected within one business day at no additional cost to MPHA.

1.2.7 At MPHA's request, the Contractor must check-in upon arrival on-site and check-out upon completion with MPHA staff when performing services to determine the exact scope of the required task(s).

1.3 Contractor's Responsibilities.

- 1.3.1 Tools and Equipment.** The Contractor shall own or have access to all necessary tools, equipment, and supplies to perform the services detailed herein.
- 1.3.2 Safety Standards.** The Contractor must ensure that each of its employees knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall also ensure the safety of the Contractor's staff, MPHA residents and employees and the general public at all times while performing services. The Contractor shall, upon request from MPHA, provide MPHA with a copy of its safety policy.
- 1.3.3 Disposal.** The Contractor shall collect, remove, and dispose of all solid waste and recycling in a manner that prevents odors, litter, and spillage. The Contractor must immediately clean-up any spillage prior to leaving the site.
- 1.3.4 Prior Approval Required.** Please note that the successful bidder shall not conduct any work without the prior written authorization of the MPHA representative. Failure to abide by this directive shall release MPHA of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 1.3.5 Damage.** The Contractor shall timely repair any damage to MPHA property or any other property (e.g., resident property; adjacent property; etc.) caused by the Contractor, whether such acts were intentional or not.
- 1.3.6 Work Performance.** The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards. Comply with manufactures' written instructions for any installations;
- 1.3.7 Identification.** The Contractor must have proper identification for all Contractor personnel when on MPHA sites (i.e., wearing company logo, uniform, ID badge, etc.).
- 1.3.8 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 the 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.
- 1.3.9 Communication.** The Contractor shall maintain open lines of communication with the appropriate MPHA staff member(s) at all times, respond in a timely manner, and provide updates to MPHA as needed.

1.3.10 Section 3 Reporting Requirements. As outlined in Attachment H, the Contractor must 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 and 5% must be worked by Targeted Section 3 workers.

1.3.11 Licensing. The Contractor must, prior to contract award, possess all licenses required to perform the services in the City of Minneapolis, Hennepin County, and State of Minnesota.

1.3.12 Kari Koskinen Law. The Contractor shall comply with the Minnesota Kari Koskinen law and related laws regarding any Contractor employees that perform work in MPHA occupied units.

1.4 Warranty/Guarantee. All work provided by any Contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that Contractor for a period of time of not less than one calendar year 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.

1.4.1 Submit detailed invoices to MPHA within 30 days of service. Invoices shall include detailed back-up information, including building/address; apartment number; date(s) and time(s) services were performed; description of repairs and/or services; who performed the services; and list of parts and materials used. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e. billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rates must also reflect any administrative time and/or costs associated with the work.). Invoices shall be submitted to invoices@mplspha.org or to 1001 Washington Ave N, Attn: Accounts Payable, Minneapolis, MN 55401; and

1.4.2 The Contractor shall attend semi-annual meetings with MPHA to go over the contract and discuss expectations and any concerns.

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

1.6 Overtime. Pursuant to the Contract Work Hours and Safety Standards Act, overtime shall not be less than time and one-half for hours worked in excess of 40 hours per week. MPHA considers regular-time to be Monday through Friday (excluding holidays; see Section 1.6.2) from 8:00 am to 4:30 pm. MPHA will pay a rate of 1.5 of the proposed hourly rates for the applicable Pricing Item for any work that MPHA requires the Contractor to perform during non-regular-time hours.

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

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

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

1.7 Wages and Labor Rates.

1.7.1 HUD Maintenance Wage Rates (Attachment F). The U.S. Department of Housing and Urban Development (HUD) has determined that, for non-construction maintenance work, MPHA must ensure that contractors do not pay their employees who perform such work for MPHA at a rate less than the appropriate rate(s) listed on Attachment F. By submitting a bid, the bidder agrees that they will not pay their employees at rates less than the wages detailed in Attachment F. The Contractor will not be required to submit weekly certified payrolls; however, the Contractor must make its payroll records available to MPHA or HUD upon request. The Contractor's failure 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.

1.7.2 Labor Rates. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e. billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rates must also reflect any administrative time and/or costs.).

2.0 BID FORMAT.

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

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Item No.	Description
Step #1 Bid Submittal: Initial documentation/information to be submitted by all bidders prior to the bid submittal deadline in the Housing Agency Marketplace.	
1	WMBE and Section 3 Subcontractor Certification (Attachment B). The bidder must document their efforts to meet MPHA’s W/MBE and Section 3 participation goals by completing and submitting this certification form as part of the Step #1 bid submittal.
2	Section 3 Business Self-Certification Form (Attachment C) (Optional). For any bidder claiming a Section 3 business preference, he/she shall complete the Self Certification Form. Prior to award, the MPHA will request additional documentation from bidder to confirm their Section 3 status.
Step #2 Bid Submittal: Documentation/information to be submitted only by the apparent low bidder within 5 days when directed by MPHA to do so. The apparent successful bidder may submit the Step #2 bid documents via e-mail to the Buyer.	
1	Statement of Contractor’s Qualifications (Attachment D). This form must be fully completed and submitted as part of the Step #2 bid submittal.
2	Profile of Firm Form (Attachment E). This form must be fully completed and submitted as part of the Step #2 bid submittal.
3	Equal Employment Opportunity/Supplier Diversity. The bidder must submit a copy of its Equal Employment Opportunity Statement and a complete description of the positive steps it will take to ensure compliance with the regulations detailed in Section 4.6 regarding supplier diversity (e.g. small, minority-, and women-owned businesses).
4	Subcontractor/Joint Venture Information (Optional). The bidder shall identify whether or not they intend to use any subcontractors and/or if the bid is a joint venture with another firm. All information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
5	Other Information (Optional). The bidder may include any other information that they believe is appropriate to assist MPHA in its evaluations.
6	Insurance Certificates. The apparent successful bidder will direct their insurance broker or carrier to deliver directly to MPHA, preferably by email, the insurance certificates detailed in Sections 5.3.1 through 5.3.3 once notified by MPHA to do so.

2.2 Entry of Proposed Fees. Bidders shall submit proposed fees in the Housing Agency Marketplace only for each of the Pricing Items detailed in the table below. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder(s) will incur to provide the noted services, including but not limited to employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; mileage; trip fees; document copying; etc. Labor shall only be invoiced for actual time expended on the job and shall not include travel time (i.e. billing will begin when the Contractor arrives at the job site and end when the Contractor leaves the site. Therefore, the proposed hourly rates must also reflect any administrative time and/or costs associated with the work.).

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Item No.	Qty.	Unit of Measure	Description
1	50	Hour	Foreman Glazier
2	100	Hour	Journeyman Glazier
3	12,000	Dollars	Markup over cost for parts and materials [PLEASE NOTE: Each bidder is strongly encouraged to review Section 2.3.1.3 for instructions on how to submit a response for this Pricing Item.]

2.3 Additional Information Regarding the Pricing Items.

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

2.3.2 Entry of Fees. Bidders are strongly encouraged to submit realistic and reasonable fees for each Pricing Item. Additional proposed fees cannot and will not be accepted after the bid submittal deadline.

2.3.1.1 Parts/Materials. The bidder shall enter the proposed fee for Parts and Materials (Pricing Item No. 3) in the Housing Agency Marketplace as a percentage over cost. For example, if a bidder proposes to provide parts and materials at cost, they shall enter "1.00" in the cost area for this item; if a bidder proposes to provide parts and materials at 30% over cost, they shall enter "1.30" in the cost area for this item; and so forth. The Housing Agency Marketplace will perform the extended calculations. The proposed fee shall include the cost of picking up the supplies/materials at the source of supply and delivering such to the work site, meaning, all costs shall be F.O.B. the MPHA site.

2.3.1.2 Realistic Proposed Fees. Each bidder is strongly encouraged to enter in the Housing Agency Marketplace a realistic fee for each Pricing Item as MPHA will not negotiate an increase to any unit fees after the submittal deadline. MPHA reserves the right to not award to any bidder that, in MPHA's opinion, proposed a fee that is deemed by MPHA to be unreasonable. For instance, if a bidder enters \$1.00 per hour for an hourly Pricing Item, then \$1.00 per hour is what the bidder will charge MPHA for the work if MPHA deems such is in its best interests. If, despite this warning, a bidder proposes a fee that MPHA deems is not realistic, MPHA reserves the right to require the bidder to, prior to the execution of the contract, present a cash bond in a suitable amount to ensure that the bidder fulfills his/her obligation in this matter. If the bidder does not fulfill his/her obligation to this matter at any time, then the bond shall be forfeited in the amount MPHA needs to award the services to another firm. MPHA may terminate any Contractor that fails to fulfill his/her obligation in such matter. If such termination occurs, the balance of the bond will be returned upon termination.

2.3.1.3 Review Entry of Proposed Fees. MPHA strongly recommends that each bidder, after entry of their proposed fees in the Housing Agency Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered such fees correctly and as intended. The Housing Agency Marketplace allows bidders to re-enter proposed fees at any time prior to the posted deadline, if necessary. Bidders will not be able to correct entries after the deadline.

Bidders must propose fees (and therefore services) for all Pricing Items, meaning a bidder shall not be allowed to “pick and choose” which Pricing Items (or services) that they wish to respond to.

2.3.1.4 Determination of Total Calculated Costs. After entry of proposed unit fees for the Pricing Items, the Housing Agency Marketplace will automatically multiply such fees by the listed quantities. The total sum of all the line items shall be the Total Calculated Cost that will determine the apparent low bidder.

2.3.1.5 Taxes. As of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Community Housing Resources (CHR) is also exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Letters of Tax Exemption will be provided upon request. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.

The Elliotts LP and Family Housing Resources (FHR) for whom MPHA manages two high-rise properties and 16 scattered 4-plex and 6-plex buildings for, is not tax exempt. Work performed at those properties must include the appropriate Taxes, if applicable. The Elliot Twin Towers are located at 1212 South 9th Street, Minneapolis, MN 55404 and 1225 South 8th Street, Minneapolis, MN 55404.

2.3.3 No Deposit/No Retainer. MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that MPHA will only pay the Contractor for the actual provision of services.

2.4 Bid Submission. Proposed fees and all required bid documents (see Section 3.1.1) shall be submitted online in the Housing Agency Marketplace prior to the bid deadline. Bids received after the deadline will not be accepted.

2.4.1 Submission Conditions. Do make any additional marks, notations or requirements on the IFB documents. Bidders shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents, such may invalidate that bid. If, after accepting such a bid, MPHA decides that any such entry has not changed the intent of the bid that MPHA intended to receive, MPHA may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering and downloading the IFB documents, the prospective bidder agrees to confirm all notices

that MPHA delivers to them as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.

2.4.2 Submission Responsibilities. Each bidder shall be responsible to be aware of and abide by all dates, times, conditions, requirements and specifications set forth in the IFB documents, including this document, the IFB attachments listed on page 2, and any addenda. By completing and submitting a bid, the bidder agrees to comply with all conditions and requirements set forth in those documents. Written notice from the bidder not authorized in writing by MPHA to exclude any of MPHA's requirements contained in the documents may cause that bidder to not be considered for award.

2.5 Contact with MPHA. Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other MPHA staff member or official (including members of the Board of Commissioners) regarding this IFB. Failure to abide by this requirement may be cause for MPHA to not consider a bid submittal.

2.5.1 Addenda. All questions and requests for information must be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all prospective bidders. During the IFB solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Buyer; it means that, other than making replies to direct the prospective bidder where his/her answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may fairly respond to all prospective bidders in writing by addendum.

2.6 Pre-bid Conference. None scheduled.

3.0 BID EVALUATION.

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

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

3.2 Responsive Evaluation. After the public opening, the bids will be privately evaluated by MPHA for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by MPHA in a timely manner.

3.3 Responsible Evaluation. MPHA will also evaluate each bid as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the MPHA with the required services). If MPHA determines that such firm has the required ability, capability, experience, knowledge, licensing,

insurance and resources to provide the required services, MPHA may proceed with award. If MPHA determines that a firm is not-responsible, such firm will be notified of such in writing by MPHA in a timely manner. In such case, MPHA may proceed with the responsive and responsible evaluations with the next lowest bidder.

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

3.4 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.

4.0 CONTRACT AWARD.

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

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

4.1.1.1 Mandatory HUD Forms. MPHA has no legal right or ability to at any time negotiate any clauses contained in any of the HUD forms included as part of this IFB.

4.1.2 Assignment of Personnel. MPHA retains the right to request and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.

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

4.1.4 Prompt Return of Contract Documents. All documents required to complete the contract, including contract signature by the successful bidder(s), shall be provided to MPHA within 10 business days of notification by MPHA.

4.2 Contract Period. MPHA anticipates that it will initially award a contract for the period of 12 months with the option, at MPHA's discretion, to extend multiple times up to 48 additional months.

- 4.3 Licensing and Insurance Requirements.** Prior to award, the successful bidder(s) will be required to provide:
- 4.3.1 Workers Compensation Insurance.** In accordance with Minnesota Workers Compensation laws, an original certificate evidencing the successful bidder’s current industrial (worker’s compensation) insurance carrier and coverage amount and Employers Liability with policy limits of \$500,000 per incident;
 - 4.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming MPHA, Elliots LP, Community Housing Resources (CHR), and Family Housing Resources (FHR) as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MPHA, Elliots LP, CHR, and FHR as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$5,000.
 - 4.3.3 Automobile Insurance.** An original certificate showing the successful bidder’s automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000; and
 - 4.3.4 City/County/State Business License.** If applicable, a copy of the successful bidder’s business license allowing that entity to provide such services in the State of Minnesota and/or, if applicable, any city or county jurisdiction therein in which work will be performed.
- 4.4 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 4.5 Potential Escalation Regarding Labor Rates.** At MPHA’s discretion, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of costs allowed in the same amount of any escalation that occurs regarding the corresponding or most similar State of Minnesota Prevailing Wage Rates (“most similar” as determined by and at the sole discretion of MPHA). For example, if, at the end of the first contract period, the listed prevailing wage rates increase 3% as compared with the listed rates on the date of contract execution, then the Contractor will, at MPHA’s discretion, be entitled to a 3% increase in the fees that they submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.
- 4.5.1 Notification From the Contractor.** The Contractor must notify MPHA, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of MPHA.
 - 4.5.2 Right to Reject.** As stated above, MPHA reserves the right to reject any such request for an increase in fees if MPHA feels that doing so is in its best interests. Similarly, the

Contractor has the right to terminate services if MPHA rejects the request for an increase, which will occur as follows:

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

4.6 Equal Employment Opportunity and Supplier Diversity. Both the Contractor and MPHA have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:

- 4.6.1** Contracting with small and minority businesses, women’s business enterprises and labor surplus area firms.
- 4.6.2** (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- 4.6.3** (b) Affirmative steps include:
 - 4.6.3.1** (1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - 4.6.3.2** (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - 4.6.3.3** (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - 4.6.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;

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

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

4.6.4 Within HUD Procurement Handbook 7460.8 REV 2 it states:

4.6.4.1 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.

4.6.4.1.1 MPHA values resident participation and employment in its contracting. MPHA has a participation goal of 20% minority-owned business enterprises (MBE), 7% woman-owned enterprises (WBE), and 10% for Section 3 businesses. The selected 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.

4.6.5 Requirements. Section 3 of the Step #2 documents, Equal Employment Opportunity/Supplier Diversity, details what bidders shall submit showing compliance with these regulations.

5.0 **MPHA’S RESERVATION OF RIGHTS.** MPHA reserves the following rights:

5.1 **The Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by MPHA to be in its best interests.

5.2 **The Right to Not Award.** Not award a contract pursuant to this IFB.

5.3 **The Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for convenience upon 10 days written notice to the successful bidder.

5.4 **The Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder shall provide the services called for in this IFB.

5.5 **The Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without MPHA’s written consent.

5.6 **The Right to Reject Any Bid.** Reject and not consider any bid that does not meet the IFB requirements, including but not limited to incomplete bids and/or bids offering alternate or non-requested services.

5.7 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

- 5.8 The Right to Prohibit.** At any time prohibit further participation by a bidder or reject any bid that does not conform to the IFB requirements. By accessing the IFB, the prospective bidder agrees to abide by all IFB terms and conditions and agrees to inform MPHA in writing within 5 days of the discovery of any IFB item that they feel needs to be addressed. Failure to abide by this time frame shall relieve MPHA, but not the prospective bidder, of any responsibility regarding such issue.
- 5.9 The Right to Reject – Obtaining IFB Documents.** The Housing Agency Marketplace is the only place to obtain the IFB documents and any other information, such as addenda. Accordingly, by submitting a bid, the bidder affirms that they obtained all information on the Housing Agency Marketplace. Any other group, such as a bid depository, that informs vendors of this IFB must not distribute the documents but instead instruct vendors to visit the Housing Agency Marketplace to obtain the documents.
- 5.10 The Right to Modify.** Modify the selection procedures, scope of work, certain aspects of the information or bids submitted, or deadlines for accepting bids. MPHA reserves the right to request amendments to or supplemental information for bids after the IFB deadline.