

**INVITATION FOR BIDS (IFB)
No. B24014**

350 Van White Parking Lot and Sidewalks



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

Document No.	Attachment	Description
2.0	A	Form HUD 5369-A, Representations, Certifications, and Statements of Proposers
3.0	B	Profile of Firm Form
4.0	C	Statement of Contractor's Qualifications
5.0	D	Section 3 Business Self Certification
6.0	E	W/MBE and Section 3 Subcontractor Certification Form
7.0	F	Responsible Construction Contractor Verification Form
8.0	G	Non-Collusion Affidavit
9.0	H	Form HUD 5369, Instructions to Proposers for Contracts, Public and Indian Housing Programs
10.0	I	Sample Contract
11.0	J	Davis-Bacon Wage Decision
12.0	K	Section 3 Compliance Report
13.0	L	350 Van White Parking Lot and Sidewalks & Specifications

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**MINNEAPOLIS PUBLIC HOUSING AUTHORITY
INVITATION FOR BIDS
FOR
350 Van White Parking Lot and Sidewalks
IFB #24014
INDEX OF SUBMITTAL DOCUMENTS**

The index of submittal documents is provided to assist in completing a responsive submittal. The index of documents contains a listing of all required submittal items.

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

INDEX OF SUBMITTAL DOCUMENTS			
DOCUMENT	REQUIRED SUBMITTAL	SIGNATURE REQUIRED	BIDDER CHECKLIST
HUD 5369-A	✓	✓	
Bid Bond	✓	✓	
Section 3 Business Self Certification Form	Optional	✓	
W/MBE and S3 Subcontractor Certification	✓	✓	
Responsible Construction Contractor Verification Form	✓	✓	
Non-collusion Affidavit	✓	✓	

Bidders shall not submit their base bid fees with their Step #1 uploaded bid submittal documentation; that pricing shall be submitted online only.

Bidders shall review MPHA’s insurance requirements prior to submitting their bid. The insurance requirements can be found in Section 4.3.

INTRODUCTION

INVITATION FOR BIDS (IFB) No. B24014, 350 Van White Parking Lot and Sidewalks

The Minneapolis Public Housing Authority (MPHA) is a public entity that was formed in 1991 to provide federally subsidized housing and housing assistance to low-income families, within the City of Minneapolis, MN. The MPHA is headed by an Executive Director (ED) and is governed by a nine-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR) and the MPHA’s procurement policy.

Currently, the MPHA owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 200 townhome units in the Glendale and Minnehaha family development; and (d) administers over 6,000 Section 8 Housing Choice Vouchers. The MPHA currently employs approximately 325 employees.

In keeping with its mandate to provide efficient and effective services, the MPHA is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the MPHA. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

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 ON THE HOUSING AGENCY MARKETPLACE	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 / WALK-THROUGH	Friday May 10, 2024, at 9:00 AM CDT. 350 Van White Memorial Blvd, Minneapolis, MN 55405
DEADLINE TO SUBMIT QUESTIONS	Wednesday May 17, 2024 3:00 PM CDT Questions shall be submitted online in the Housing Agency Marketplace or via email to the Buyer by the date and time noted above.
BID SUBMITAL RETURN & DEADLINE	Wednesday May 29, 2024 3:00 PM CDT Submit proposed fees and the required bid documents online in the Housing Agency Marketplace by the bid submittal deadline.

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

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- 1.1 Required Services.** The Contractor will provide all material and labor to complete the lot repair work detailed herein and within any applicable attachments in strict accordance with applicable plans, specifications, general and special condition, and attachment L.
- 1.2 Contractor Responsibilities.**
- 1.2.1 Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The MPHA reserves the right to approve or reject the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the MPHA, the placement of such equipment or vehicles interferes with such traffic.
- 1.2.2 Asbestos.** If asbestos is discovered the Contractor shall notify the MPHA Project Manager immediately for containment/abatement direction.
- 1.2.4 Communication.** The named MPHA Project Manager (PM) shall be the primary point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the PM verbally; however, all requests for changes or decisions shall be submitted to the PM in writing. The MPHA anticipates that it will typically make a decision in such matters within 3 workdays of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall submit such written requests in as timely a manner as reasonably possible.
- 1.2.7 Contract End Items.** Upon completion of the project the Contractor must submit the following forms to the Project Manager. The MPHA will provide the required forms to the Contractor if requested.
- 1.2.7.1** A separate payment request for the retainage;
- 1.2.7.2** Certificate of Substantial Completion (AIA G704);
- 1.2.7.3** Contractor's Affidavit of Payments of Debts and Claims (AIA G706);
- 1.2.7.4** Contractor's Affidavit of Release of Liens (AIA G706A); and
- 1.2.7.5** Consent of Surety to Final Payment (AIA G707).
- 1.2.8 Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.
- 1.2.8.1** The MPHA is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- 1.2.8.2** Payment will be based on the percentage of work completed during a one-month period.
- 1.2.8.3** A 5% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.

1.2.8.4 Review and Approval. The MPHA will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the MPHA), the MPHA shall hold payment for the unsatisfactory items, and pay the balance of the request. The MPHA shall ensure:

- 1.2.8.4.1** The request for payment is consistent with the MPHA-approved schedule of amounts for contract payments;
- 1.2.8.4.2** As further detailed within the preceding Section 1.2.10.3, the total of the request for payment does not include the amount to be retained by the MPHA under the contract;
- 1.2.8.4.3** The work covered by the request for payment has been performed in accordance with the construction documents;
- 1.2.8.4.4** The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted;
- 1.2.8.4.5** The Contractor has submitted all required reports such as payroll reports and ensure that all required documents are up to date within LCP Tracker; and
- 1.2.8.4.6** A materials sales tax form has been completed by the firm purchasing the materials used on the project.

1.2.8.5 Distribution of Documents. The Contractor shall submit the Periodic Estimates for Partial Payments and all applicable supporting documentation electronically to the Project Manager.

1.2.9 Debris. The Contractor shall clean work areas daily, at the end of the workday or at the time of a change in work location, of all work-generated debris which may endanger the safety of others (the public; MPHA residents; etc.). No dust, debris, or material shall be left unattended or unsecured for safety in the occupied building

- 1.2.9.1** All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
- 1.2.9.2** The Contractor must examine the work area and determine any unsuitable work conditions.
- 1.2.9.3** Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the MPHA’s representative in written form.

1.2.10 Failure to Correct Problems. If the Contractor receives a written warning and fails to correct the problem within the time period cited in such warning, the Contractor’s contract is subject to cancellation.

- 1.2.11 Implement Safety Program.** The Contractor shall have a comprehensive safety program that complies with the Occupational Safety and Health Act of 1970 and shall review each subcontractor's safety programs which shall also comply with said Act. Contractor and its subcontractors shall comply with statutes, rules, regulations, orders, and codes in regard to safety and hazardous materials. During construction, the Contractor shall implement an on-site safety program and shall monitor the subcontractor's compliance with the program and this section and report deficiencies.
- 1.2.12 Inspections and Punch Lists.** The Contractor with the project team shall perform regular inspections of completed or in-progress work at intervals agreed upon by the MPHA, its Architect, and the Contractor. At the MPHA's request and/or in the instance where the Architect has limited involvement during the construction phase, the Contractor shall prepare punchlists of deficient work. The Contractor shall ensure that deficiencies are corrected and shall provide the project team signed copies of completed punchlists.
- 1.2.13 Liquidated Damages.** The successful bidder shall agree to pay as Liquidated Damages the amount of \$250.00 for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed." The said sum in no event shall be construed to be a penalty, but only as damages fixed and agreed upon in advance.
- 1.2.14 Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, enter prevailing wages into LCP Tracker.
- 1.2.15 Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense. The residents will need alternate parking during the demo and construction phases. Contractor will be responsible for the expense and obtaining street parking permit from the city.
- 1.2.16 Prior MPHA Approval Required.** Please note that the Contractor shall not conduct any work without the prior written authorization of the MPHA representative. Failure to abide by this directive shall release the MPHA of any obligation to pay the Contractor for any work conducted without the noted prior written authorization. This authorization may take the form of an email.
- 1.2.17 Project Close-Out.** The Contractor shall prepare a recommendation for final acceptance of the project after all deficiencies have been corrected and all contract conditions have been met. The Contractor shall prepare a final cost report and a final payment request. Payment of the final payment request is dependent on the MPHA's approval of the final cost report and the Contractor's contract performance. The Contractor shall provide two complete hard copy sets and an electronic version of contract close-out documents to the MPHA. This shall include, but is not limited to, as-built drawings, operation and maintenance manuals, training sessions, and warranties.
- 1.2.17.1** During project closeout, MPHA will visit the project site only twice for any corrective action that may be necessary. The first time will be to inspect completion and create a list of items that need to be corrected (punch list). Once MPHA is notified by the Contractor of successfully completing and correcting all of the items on the lunch list, MPHA will inspect a second time. At this point if there are still deficiencies in the workmanship or items that have not been corrected that would require

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further action by the Contractor and MPHA to inspect subsequent times, the Contractor will be charged \$250.00 per site visit. This should not be construed as a penalty, but rather a means to ensure the project is completed in an efficient manner.

- 1.2.18 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of MPHA residents and staff, the Contractor's staff and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. Screened safety barriers must be provided around work areas.
- 1.2.19 Scheduling.** The Contractor shall perform services during normal business hours from 8:00 a.m. until 4:30 p.m. Monday through Friday, excluding holidays. Project setup/staging may occur before 8:00 a.m. with prior approval if it generates no noise.
- 1.2.20 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 1.2.21 Service Locations.** The Contractor shall perform services at various addresses 350 Van White, Minneapolis, MN 55405.
- 1.2.22 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 1.2.23 Time of Completion.** MPHA anticipates the start date to be June 2024 and the completion date to be July 2024. The Contractor shall commence and complete the work under the ensuing contract on dates to be specified within the Notice to Proceed.
- 1.2.23.1 Substantial Completion.** Substantial Completion is the stage in the progress of the work when the work or designated portion is sufficiently complete in accordance with the contract documents so that MPHA can occupy or utilize the work for its intended use. The work will only be deemed substantially complete once the Contractor submits an AIA Document G704 - Certificate of Substantial Completion and receives in return a fully executed version.
- 1.2.24 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work, tools, equipment, and materials are handled, placed, and stored in a secure and safe manner so as to protect all parties, including but not limited to the Contractor's workers, MPHA tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for ingress and egress.
- 1.2.25 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 two calendar years from the date of

substantial completion. The Contractor will provide all labor for any warranty work over the two year warranty period, or for the length of the manufacturer's warranty on the new systems, whichever of the periods is greater.

1.2.26 Weekends. Unless otherwise approved by the MPHA in writing, the Contractor shall not perform work on MPHA property during a holiday or weekend (Saturday or Sunday).

1.2.27 Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to the City of Minneapolis and/or the State of Minnesota, or any applicable Federal Agency.

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

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

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

1.2.30 Project Closeout. During project closeout, MPHA will visit the project site only twice for any corrective action that may be necessary. The first time will be to inspect completion and create a list of items that need to be corrected (punch list). Once MPHA is notified by the Contractor of successfully completing and correcting all of the items on the punch list, MPHA will inspect a second time. At this point if there are still deficiencies in the workmanship or items that have not been corrected that would require further action by the Contractor and MPHA to inspect subsequent times, the Contractor will be charged \$250.00 per site visit. This should not be construed as a penalty, but rather a means to ensure the project is completed in an efficient manner.

The Contractor shall prepare a final cost report and a final payment request. Payment of the final payment request is dependent on the MPHA's approval of the final cost report and the Contractor's contract performance. The Contractor shall provide two complete hard copy sets and an electronic version of contract close-out documents to the MPHA. This shall include, but is not limited to, as-built drawings, operation and maintenance manuals, training sessions, and warranties.

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2.0 BID FORMAT.

2.1 Two-step Bidding Process. All bidders will initially submit the documentation/ information detailed within the following listed Step #1 documents. Then, the MPHA anticipates that it will notify the apparent low bidder(s) to submit, within 10 days after being notified to do so, the information detailed within the following detailed Step #2 documents.

2.1.1 Step #1 Bid Submittal. MPHA intends to retain a contractor pursuant to a “Low Bid” basis, also taking responsiveness and responsibility into consideration. Therefore, all bids submitted in response to this IFB must include the following completed documents and information noted in the table below so that MPHA can properly evaluate the offers received. The bid documents and proposed fees shall be submitted online in the Housing Agency Marketplace. None of the proposed services may conflict with any requirement that MPHA has published herein or issued by addendum.

IFB Section	Description
Step #1: Initial documentation/information to be uploaded to the Housing Agency Marketplace, by all bidders prior to the posted bid submittal deadline. The Bid Bond may also be uploaded to the Housing Agency Marketplace. The original Bid Bond will be requested from the low bidder. The low bidder shall submit the original Bid Bond to the MPHA within 3 business days upon request.	
1	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs (Attachment A). This form must be fully completed, signed, and submitted as part of the Step #1 bid submittal.
2	Bid Bond. As fully detailed within the following Section. The Bid Bond may be uploaded to the Housing Agency Marketplace. The original Bid Bond will be requested from the low bidder. The low bidder shall submit the original Bid Bond to the MPHA within 3 business days upon request.
3	Section 3 Business Self Certification Form (Attachment D) (Optional Item). 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.
4	W/MBE and S3 Subcontractor Certification (Attachment E). Bidders shall document their efforts to meet the W/MBE and Section 3 participation goals by completing this certification form and submitting it with their Step #1 bid submittal.
5	Responsible Construction Contractor Verification Form (Attachment F). This form must be fully completed, signed, and submitted as part of the Step #1 bid submittal.
6	Non-collusion Affidavit (Attachment G). This form must be fully completed, signed, and submitted as part of the Step #1 bid submittal.
Step #2: Documentation/information to be submitted, within 10 days, only by the apparent low bidder when directed to do so by the MPHA.	
1	Profile of Firm Form (Attachment B). This form must be fully completed, signed, and submitted as part of the Step #2 bid submittal.
2	Statement of Contractor’s Qualifications (Attachment C). This form must be fully completed, signed, and submitted as part of the Step #2 bid submittal.

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3	Equal Employment Opportunity/Supplier Diversity. The bidder must submit a copy of its Equal Employment Opportunity Statement, a copy of an approved affirmative action plan, and a complete description of the positive steps it will take to ensure compliance with the regulations pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
4	Subcontractor/Joint Venture Information (Optional). The bidder shall identify whether he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm.
5	Licensing. The bidder shall submit copies of the required license(s).
6	Other Information (Optional). The successful bidder may include any other general information that the bidder believes is appropriate to assist MPHA in its evaluation.
Insurance Certificates. The apparent successful bidder will direct its insurance broker or carrier to deliver the insurance certificates electronically to the MPHA.	
Payment and Performance Bonds. As detailed below. Payment and Performance Bonds submitted shall be originals.	
Other Information (Optional). The successful bidder may include any other general information that the bidder believes is appropriate to assist the MPHA in its evaluation.	
Step #2 Bid Submittal Method. The successful bidder may submit the Step #2 bid documents via email or by hard copy to the MPHA Procurement Office.	

2.2 Entry of Proposed Fees. The bidders shall submit costs, where provided within the Housing Agency Marketplace only, for each of the following Pricing Items detailed within the following table. Unless otherwise stated, all proposed fees are all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the MPHA; etc.

Item No.	Qty	U/M	Description
1	1	LS	Firm-fixed base bid fee parking lot renovations per the drawings and specifications.

2.3 Taxes. All persons doing business with the MPHA are hereby made aware that as of January 1, 2017, the MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete the construction contract.

2.4 Additional information pertaining to the preceding Pricing Items

2.4.1 Entry of the Fees. Bidders are required to submit realistic and reasonable fees in the Housing Agency Marketplace for each Pricing Item. Additional proposed fees cannot and will not be received after the bid submittal deadline.

2.4.1.1 Firm-fixed base bid fee The proposed fee entered for this pricing items shall be for all of the work detailed within the specifications for the parking lot renovations. The MPHA reserves the right to not complete an award with any firm that submits, in the opinion of the MPHA, a cost that is either too low or a cost that is too high.

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- 2.4.1.2 No Increase in Proposed Unit Fees.** The MPHA will not, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for each Pricing Item identified within the preceding table.
- 2.4.1.3 Review the Entry of Proposed Fees.** The MPHA strongly recommends that each bidder, after entry of these proposed fees within the Housing Agency Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly, meaning, in the manner the bidder intended (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, if necessary). The bidder will not be able to correct this entry after the posted deadline has expired.
- 2.4.1.4 No Deposit/No Retainer.** The MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract. This means that the MPHA will pay the successful bidder for actual hours worked only. The Contractor will be required to submit a full back-up detail of all hours worked, listed by no less than the “15-minute” standard.
- 2.4.2 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the MPHA.
- 2.4.3 Applicable Wage Rates.**
- 2.4.3.1 Davis Bacon Prevailing Wage Rates.** As detailed within 24 CFR 85.36(h)(5), the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed is attached and detailed within Attachment I, Sample Contract. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).
- 2.5 Bonds.** As this solicitation pertains to public works or construction, the bonds that may be required include:
- 2.5.1 Bid Bond.** A bid bond or guarantee shall be included in the bid package submitted by each bidder or uploaded to the Housing Agency Marketplace. This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or another negotiable instrument may be accepted as a bid guarantee. The listing of acceptable sureties can be found on the most recently published U.S. Treasury Circular 570. If the Contractor refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the MPHA will reject the bid as non-responsive. The MPHA anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance

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of bids has expired. In fairness to the other bidders, the MPHA may also choose to return the bid bonds if the MPHA has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 2.5.2 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work.
- 2.5.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the MPHA avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The MPHA contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any MPHA building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* clearly forbids the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 2.5.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Minnesota and is acceptable to HUD and the MPHA. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>
- 2.5.5 Bonding Requirements.** Contract guarantees apply to all construction projects greater than \$100,000 (though, at the Agency's discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the MPHA with assurance that the Contractor will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price, and the following from the Contractor:
- 2.5.5.1** A performance bond for 100% of the contract price; and
- 2.5.5.2** A payment bond for 100% of the contract price.
- 2.5.6 Inadequate Surety.** If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the MPHA may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

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- 2.6 Bid Submission.** Proposed fees and all required bid documents shall be submitted online in the Housing Agency Marketplace prior to the bid deadline.
- 2.6.1 Submission Conditions.** Do not make any additional marks, notations, or requirements on the IFB documents. Bidders shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents, such may invalidate that bid. If, after accepting such a bid, MPHA decides that any such entry has not changed the intent of the bid that MPHA intended to receive, MPHA may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering, and downloading the IFB documents, the prospective bidder agrees to confirm all notices that MPHA delivers to him/her as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.
- 2.6.2 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 3, 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.
- 2.7 Contact with the MPHA.** Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other MPHA staff members or officials (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.
- 2.7.1 Addenda.** All questions and requests for information must be addressed in writing to the Buyer who will respond to all inquiries in writing by addenda 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 the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that they Buyer may fairly respond to all prospective bidders in writing by addendum.
- 2.8 Pre-bid Conference.** The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory although highly recommended. Typically, such conferences last 1 hour or less. 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 MPHA will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the MPHA may require that some questions are submitted in writing so that the MPHA can properly answer such questions to all prospective bidders in writing. Attendees are encouraged to bring a copy of the IFB documents, as all such documents must be garnered from the Housing Agency Marketplace.

3.0 BID EVALUATION.

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- 3.1 Public Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the Buyer, including the company name of the bidder and the total calculated costs proposed. At the bid opening the MPHA 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 MPHA will, at a later time, review all bids in detail and will, in a timely manner 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 (please remember, as detailed within Section 8(d) of form HUD-5369, the MPHA reserves the right to, as determined by the MPHA, “waive informalities or minor irregularities in bids received.”) Bids will be available for inspection by the public after the 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 Step #1 bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the MPHA in a timely manner.
- 3.3 Responsible Evaluation.** The MPHA will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide the required services to the MPHA). If the MPHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the MPHA may proceed with award as detailed. If the MPHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the MPHA in a timely manner; in such case the MPHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 3.3.1** Depending on the amount of the award, it is possible that the MPHA may take such contract award to the MPHA Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 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.** The MPHA will not execute a contract on the Contractor’s form—contracts will only be executed on the MPHA form (please see Sample Contract, Attachment I, and by submitting a bid the Contractor agrees to do so (please note that the MPHA reserves the right to amend this form as the MPHA deems necessary). However, the MPHA will during the IFB process (*prior to the posted question deadline*) consider any contract clauses that the bidder wishes to include and submits in writing a request for the MPHA to do so; but the failure of the MPHA to include such clauses does not give the Contractor the right to refuse to execute the MPHA’s contract form. It is the responsibility of each prospective bidder to notify the MPHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract. The MPHA will consider and respond to such written correspondence, and if the prospective bidder is not willing

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to abide by the MPHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

- 4.1.1.1 **Mandatory HUD Forms.** Please note that the MPHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
- 4.1.2 **Funding Restrictions.** MPHA reserves the right to reduce or eliminate portions of work in whatever amount necessary or terminate the contract without prejudice or liability to the MPHA, if:
 - 4.1.2.1 Funding is not available;
 - 4.1.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or
 - 4.1.2.3 MPHA's requirements in good faith change after award of the contract.
- 4.1.3 **Assignment of Personnel.** The MPHA shall retain the right to demand and receive a change in personnel assigned to the work if the MPHA believes that such change is in the best interest of the MPHA and the completion of the contracted work.
- 4.1.4 **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the Buyer. Any purported assignment of interest or delegation of duty, without the prior written consent of the Buyer, shall be void and may result in the cancellation of the contract with the MPHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Buyer.
- 4.2 **Contract Period.** The executed contract will initially be in place for the period of time that it takes the Contractor to complete the work (though some stated provisions will extend through the noted warranty period).
- 4.3 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the Step #1 bid submission) the Contractor will be required to provide:
 - 4.3.1 **Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount. Insurance coverage shall include Statutory Workers' Compensation, including Employers Liability with a minimum limit of \$500,000 each accident, \$500,000 Disease-Policy Limit, \$500,000 Disease Each employee;
 - 4.3.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MPHA as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000);
 - 4.3.3 **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

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must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

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

4.3.6 Profile of Firm Form. The requested related information shall also be entered where provided for on the Profile of Firm Form (Do not submit certificates within the Step #1 bid submittal; we will garner the necessary certificates from the Contractor(s) as part of the Step #2 bid submittal).

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.

4.4.1 State and Federal Data Practices Act. The Contractor may have access to information or data that is classified as "not or non-public" under the Minnesota Government Data Practices Act or applicable Federal law. The Contractor shall maintain the confidential nature of any data or information received while providing services. The unauthorized disclosure of "not or non-public" data may be subject to civil and criminal penalties under the Minnesota Government Data Practices Act and applicable Federal law.

4.5 Prompt Return of Contract Documents. Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the MPHA within 10 workdays of notification by the MPHA.

4.6 Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the MPHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

4.6.1 Within 2 CFR § 200.321 it states:

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

4.6.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.6.1.3 (b) Affirmative steps shall include:

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

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

4.6.1.3.3 (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;

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- 4.6.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 4.6.1.3.5 (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- 4.6.1.3.6 (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.

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

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

4.6.2.1.1 MPHA values resident participation and employment in its contracting. MPHA has a participation goal of 20% minority-owned business enterprises (MBE), and 7% woman-owned enterprises (WBE). In addition, 25% of the total labor hours worked on MPHA projects must be worked by Section 3 workers, of which 5% must be worked by Targeted Section 3 workers (see Attachments D & E for more information). The selected Proposer agrees to comply, in writing, with all applicable equal opportunity and affirmative action laws, directives, and regulations of the federal, state, and local governing bodies or agencies thereof.

4.6.3 **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 **SUSPENSION PROCEDURES.** The following outlines how MPHA will handle violations of any term and condition contained herein or in any other correspondence related to this solicitation or any unsatisfactory performance of work conducted as a result of this solicitation.

- 5.1 **Terms and Conditions.** Contractors are expected to comply with all terms and conditions outlined within. Failure to comply with any term or condition will constitute a material violation and subject the Contractor to immediate suspension.
- 5.2 **Unsatisfactory Performance.** All work performed by the Contractor is expected to be done in the most expeditious and professional manner as specified in Section 1 of this document, while also complying with the workmanlike standard clause contained in Section 1.6.10.
- 5.3 **Notice of Violation.** If MPHA discovers a term and condition was violated or the performance and completion of work was not done in a professional manner, as deemed by MPHA, MPHA staff will complete a vendor performance report, which will be sent to the Contractor via MPHA's

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Contracting Officer. The Contractor shall respond within two business days with a solution fixing the problem, if applicable, or an action plan that will ensure future violations or unsatisfactory performance will not continue to occur. Failure to respond within the stated timeframe will constitute a major violation. The completed vendor performance report will be placed in the permanent vendor file.

- 5.4 Suspension and Reinstatement.** For minor violations, as deemed by MPHA's Contracting Officer, if three vendor performance reports within a rolling 12-month period are received the Contractor will be suspended from future contracting opportunities for a 6-month period. At the conclusion of the 6-month period the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

For major violations, as deemed by MPHA's Contracting Officer, which may include but is not limited to failing to maintain proper insurance, subcontracting work without MPHA's authorization, failing to pay prevailing wages, or failing to correct unsatisfactorily completed work within the requested time, the Contractor will be immediately suspended for a 6-month period. At the conclusion of the 6-month period, the Contractor will need to submit a written statement to MPHA's Contracting Officer outlining the efforts that will be taken to prevent future violations in order to be reinstated.

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

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

- 6.1 Right to Reject, Waive, or Terminate the 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 MPHA to be in its best interests.
- 6.2 Right to Not Award.** Not award a contract pursuant to this IFB.
- 6.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days' written notice to the Contractor(s).
- 6.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the bidder (Contractor) shall provide the services called for in this IFB.
- 6.5 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 MPHA Contracting Officer (CO).
- 6.6 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.
- 6.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 6.8 Right to Prohibit.** At any time during the IFB or contract process, prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed. By accessing the Housing Agency 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 Housing Agency Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed or of any item that is issued by the MPHA that he/she feels needs to be addressed. Failure to abide by this time frame

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shall relieve the MPHA, but not the prospective bidder, of any responsibility pertaining to such issue.

- 6.9 Right to Reject – Obtaining Competitive Solicitation Documents.** The Housing Agency 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 Housing Agency 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 Housing Agency Marketplace to obtain the documents. The MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the Housing Agency Marketplace.