

# **Minneapolis Public Housing Authority**

## **QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q17003**

### **Heritage Park Lawn Maintenance**



## QSP Document

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# QUOTATIONS FOR SMALL PURCHASES (QSP) No. Q17003, Heritage Park Lawn Maintenance

## INTRODUCTION

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

Currently, the MPHA owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 scattered site units throughout the City of Minneapolis; (c) 184 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. The MPHA currently employs approximately 280 employees.

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

## QSP INFORMATION AT A GLANCE

[Table No. 2]

MPHA CONTACT PERSON [NOTE: Unless otherwise specified, any reference to "Buyer" shall be a reference to Ms. Prahm.]	Molly Prahm, Buyer Telephone: (612) 342-1469 E-Mail: mprahm@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE QSP DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access <a href="http://ha.economicengine.com">ha.economicengine.com</a> (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the Marketplace, please call customer support at (866) 526-9266.
PRE-QUOTE CONFERENCE & WALK-THROUGH	Monday, March 27, 2017, 2:00 PM CST 1001 Washington Avenue North, Minneapolis, MN 55401
DEADLINE TO SUBMIT QUESTIONS	Friday, March 31, 2017, 3:00 PM CST
HOW TO FULLY RESPOND TO THIS QSP BY SUBMITTING A QUOTE SUBMITTAL	Pricing entered on-line (see Section 3.1.2).
QUOTE SUBMITAL RETURN & DEADLINE	Wednesday, April 12, 2017, 3:00 PM CST *(The proposed costs must be entered within the Marketplace by no later than 3:00 PM CST on this date).

- 1.0 THE MPHA'S RESERVATION OF RIGHTS.** The MPHA reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the QSP.** Reject any or all quotes, to waive any informality in the QSP process, or to terminate the QSP process at any time, if deemed by the MPHA to be in its best interests.
  - 1.2 Right to Not Award.** Not award a contract pursuant to this QSP.
  - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this QSP, at any time for its convenience upon 10 day's written notice to the successful quoter(s).
  - 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful quoter(s) shall provide the services called for in this QSP.
  - 1.5 Right to Retain Quotes.** Retain all quotes submitted and not permit withdrawal for a period of 60 days after the deadline for receiving quotes without the written consent of CO.
  - 1.6 Right to Reject Any Quote.** Reject and not consider any quote that does not meet the requirements of this QSP, including but not necessarily limited to incomplete quotes and/or quotes offering alternate or non-requested services.
  - 1.7 No Obligation to Compensate.** Have no obligation to compensate any quoter for any costs incurred in responding to this QSP.
  - 1.8 Right to Prohibit.** At any time during the QSP or contract process to prohibit any further participation by a quoter or reject any quote submitted that does not conform to any of the requirements detailed. By accessing the [ha.economicengine.com](http://ha.economicengine.com) eProcurement Marketplace (the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective quoter is thereby agreeing to abide by all terms and conditions listed within this document and within the Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed or of any item that is issued by the MPHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the MPHA, but not the prospective quoter, of any responsibility pertaining to such issue.
  - 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the Marketplace. Any other group such as a quote depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The MPHA will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The MPHA is seeking quotes from qualified entities to provide the MPHA with the following detailed services:

**2.1 General Description of Services.** The Contractor shall furnish all mobilization, labor, materials, equipment, and transportation to complete the maintenance work as detailed below.

**2.1.1 Lawn Cutting.** The Contractor shall complete lawn cutting on all open areas, common areas, and city boulevards between city walks and the street. The Contractor shall also weed whip around all trees, shrubs, poles, and fence lines. Lawn cutting and weed whipping shall be completed on a bi-weekly basis, approximately twelve times per season. Lawn cutting shall also include trash cleanup on an as-needed basis.

**2.1.2 Goose Dropping Cleanup.** The Contractor shall clean goose droppings from sidewalks. This cleanup shall be completed on a monthly basis, approximately four times per season, or per the direction of the MPHA.

**2.1.3 Equipment and Materials.** The Contractor shall supply all equipment and materials needed to complete the services detailed within this QSP. All services within this QSP shall be completed to MPHA's approval.

**2.1.4 Cleanup.** All debris resulting from activity shall be taken from the site and properly disposed of at the end of each workday. All surfaces that become dirty or stained as a result of the work shall be thoroughly cleaned, repaired or restored in a manner approved by the MPHA.

**2.1.5 Schedule.** All work shall be conducted during working hours of Monday through Friday 8:00am to 4:30pm.

**2.2 Service Location.** The Contractor shall perform services at all locations at Heritage Park as outlined in *Attachment E*.

### 3.0 QUOTE SUBMITTAL.

**3.1 Quote Submittal Procedures.** As this is a Quotations for Small Purchases (QSP) competitive solicitation process, following are the requirements for a responsive submittal in response to this QSP:

**3.1.1 Quote Submittal Documentation.** There is no requirement on the part of a quoter to initially submit any written documentation as a part of his/her quote submittal—the only thing that a quoter is required to do is submit a cost where provided on-line within the eProcurement Marketplace. There are several documents identified in the following Table No. 4 that the successful quoter(s) will be required to complete and submit within 10 days after being notified by the MPHA to do so.

**3.1.1.1 Section 3.** As detailed within the QSP Attachments B and B-1, any quoter may, if he/she wishes, request a Section 3 Business Preference by fully completing and submitting Attachment B to the MPHA, with all required documentation identified, prior to the submittal deadline identified. This Attachment B may be submitted in any one of the following methods:

**3.1.1.1.1** By e-mail to [mprahm@mplspha.org](mailto:mprahm@mplspha.org); or

**3.1.1.1.2** By **physical delivery** or **mail** to 1001 Washington Avenue North, Minneapolis MN, 55401.

**3.1.1.2 Post-deadline Submittals.** The following document shall be submitted by the apparent successful quoter after the submittal deadline and within 10 days of being notified to do so by the MPHA: Profile of Firm Form, *Attachment A*.

**3.1.2 Proposed Pricing.** Submit proposed pricing where provided in the eProcurement Marketplace only. Proposed pricing will not be received in any other manner—meaning, we will not accept proposed pricing submitted by e-mail, fax, U.S. Mail—proposed pricing will only be accepted as detailed in the eProcurement Marketplace. Any quoter who submits the proposed pricing in any other manner will not be considered for award, unless such quoter also submitted proposed pricing where provided within the eProcurement Marketplace—in such case the proposed pricing submitted online will be the only pricing that will be considered and all pricing submitted in any other manner will be automatically rejected. All proposed costs include F.O.B the MPHA, meaning, no additional shipping fees or freight costs will be paid by the MPHA.

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[Table No. 3]

QSP Section	Item No.	Qty	U/M	Description
3.1.2.1	1	12	Each	Lawn Cutting/Weed Whipping/Trash Cleanup
3.1.2.2	2	4	Each	Clean Goose Droppings from Sidewalks

**3.2 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. However, contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete a construction contract unless authorized to act as the local government's purchasing agent.

**3.3 Additional Information pertaining to the Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the MPHA and within the corresponding Pricing Items within the eProcurement Marketplace are for calculating purposes only. As may be further detailed, the MPHA does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this QSP.

**3.3.2 Entry of Fees.** Quoters are required to submit proposed costs, where provided for, within the eProcurement Marketplace only. Whereas no additional proposed costs can or will be received after the quote submittal deadline, any quoter that does not submit proposed pricing where provided for online shall be rejected without further consideration.

**3.3.2.1 Warning! Realistic Proposed Cost for the Pricing Items.** Each quoter is strongly encouraged to enter where provided in the Marketplace a realistic cost for each Pricing Item listed in Table No. 3. For instance, if the successful quoter enters \$1.00 per hour for an "hourly" Pricing Item listed, then the \$1.00 per hour is what the successful quoter will charge the MPHA for the work that the MPHA may retain the successful quoter to provide if the MPHA deems such retention is in the MPHA's best interests to do so. Further, if, despite this warning, the successful quoter proposes a very low fee that the MPHA deems is not realistic, then the MPHA reserves the right to require the successful quoter to, at contract execution, present a cash bond in a suitable amount (e.g. \$3,000.00) to ensure that the successful quoter will fulfill his/her obligations in this matter.

**3.3.2.1.1** The MPHA will not, after the submittal deadline, negotiate an increase to any unit costs or fees proposed prior to the submittal deadline;

accordingly, quoters are strongly cautioned to submit a realistic price for each Pricing Item identified in Table No. 3.

**3.2.2.1.2 Review the Entry of Proposed Fees.** The MPHA strongly recommends that each quoter, after entry of the proposed costs within the Marketplace, print the receipt provided and carefully review the entry to ensure that the quoter has entered the proposed fees correctly and as the quoter intended to meet the requirements (the Marketplace will allow the quoter to re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The quoter will not be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to calculate the quoters quote and determine where he/she places in the ranking of all quoters.

**3.3.3 Prior Agency Approval Required.** Please note that the successful quoter shall not conduct any work without the prior written authorization of the MPHA representative (this "prior written authorization" may take the form of an e-mail sent to the successful quoter by the MPHA and acknowledged by return e-mail by the successful quoter). Failure to abide by this directive shall release the MPHA of any obligation to pay the successful quoter for any work conducted without the noted prior written authorization.

**3.3.4 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 quoter(s) for actual product delivered.

**3.3.5 Applicable Wage Rates.**

**3.3.5.1 HUD Maintenance Wage Rate Determination (MWRD).** Please see Attachment D-4. HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements, which is construction-related only), the Agency must ensure that Contractors do not pay its employees who perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a proposal, each proposer is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than detailed within Attachment D-4. Please note that, as detailed within Section 10.10 of HUD Procurement Handbook 7460.8 REV 2 (most specifically within Section 10.10.E), the Contractor may not be required to submit certified payrolls; however, the



Contractor must make its payroll records available to either the Agency or HUD on request, and failure on the part of the Contractor to comply with this requirement will be the sole responsibility of the Contractor, including any ensuing penalties, court costs, or wages due to employees as a result of the Contractor's failure to comply.

**3.3.5.1.1 Fringe Benefits.** In this form (Attachment D-4), the "Fringe Benefits, as defined by CBA" are set at \$8.50 an hour. Accordingly, this amount must be added to the "Basic Wage" for the Building and Grounds Specialist work classification to calculate the total applicable Wage Determination.

**3.3.5.2 Owner Operator Prevailing Wage Rate Verification Form.** The form is attached as Attachment D-5. Some firms will make a claim to be an "owner operator," meaning, such person is the owner of the company and works on the agency site providing the services required herein. For each firm that claims to be an "owner operator" and is a successful proposer (e.g. those proposers that are eventually placed in the "Pool" described within the preceding Section 2.6), the "owner operator" will be required to complete Attachment D-5 and submit such with his/her payment request for each unit. Such completed form will be utilized to show that, per the stated requirements that are "underlined, italicized, and bolded," such "owner operator" is paying himself a wage rate that meets or exceeds the applicable wage rates detailed in the HUD 52158 identified within the immediate preceding Section 3.3.5.1.

**3.4 Quoter's Responsibilities – Contact with the MPHA.** It is the quoter's responsibility to address all communication and correspondence pertaining to this QSP process to the Buyer only. Quoters must not make inquiry or communicate with any other MPHA staff member or official (including members of the Board of Commissioners) pertaining to this QSP. Failure to abide by this requirement may be cause for the MPHA to not consider a quote submittal received from any quoter who may has not abided by this directive.

**3.4.1 Addendums.** All questions and requests for information must be addressed in writing to the Buyer. The Buyer will respond to all such inquiries in writing by addendum to all prospective quoters (i.e. firms or individuals that have obtained the QSP Documents). During the QSP solicitation process, the Buyer will not conduct any substantive conversations between the MPHA and a prospective quoter when other prospective quoters are not present that may give one prospective quoter an advantage over other prospective quoters. This does not mean that prospective quoters may not call the Buyer—it simply means that, other than making replies to direct the prospective quoter where his/her

answer has already been issued within the solicitation documents, the Buyer may not respond to the prospective quoter's inquiries but will direct him/her to submit such inquiry in writing so that the Buyer may more fairly respond to all prospective quoters in writing by addendum.

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

**3.5.1 Submission Responsibilities.** It shall be each quoter's responsibility to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the MPHA, including the QSP document, the documents listed in Section 3.8, and any addenda and required attachments submitted by the quoter. By completing, signing and submitting the completed documents, the quoter is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the quoter not authorized in writing by the Buyer to exclude any of the MPHA requirements contained within the documents may cause that quoter to not be considered for award.

**3.6 Proposer's Responsibilities – 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.

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

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

**3.6.1.2** (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.

**3.6.1.3** (b) Affirmative steps shall include:

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

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

**3.6.1.3.3** (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by

small and minority business, and women's business enterprises;

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

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

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

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

**3.6.2.1** 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.

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

**3.6.3** The MPHA Procurement Policy states that MPHA will do the following:

**3.6.3.1** In regards to Small and Other Businesses:

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;

- 3.6.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.6.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.6.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.6.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.7 Pre-quote Conference.** The scheduled pre-quote conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective quoters have previously responded to a QSP without attending the pre-bid conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the quoter chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective quoters in having a full understanding of the QSP documents so that he/she feels confident in submitting an appropriate quote; therefore, at this conference the MPHA will conduct an overview of the QSP documents, including the attachments. Prospective quoters may also ask questions, though the Buyer may require that some such questions are delivered in writing prior to a response be given in return in writing. Whereas the purpose of this conference is to review the QSP documents, attendees are encouraged to bring a copy of the QSP documents to this conference; the MPHA will not distribute at this conference any copies of the QSP documents.

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

[Table No. 4]

QSP Section	Document No.	Attachment	Description
3.8.1	1.0		This QSP Document
3.8.2	2.0	A	Profile of Firm Form
3.8.3	3.0	B	Section 3 Form Submittal Form
3.8.3.1	3.1	B-1	Section 3 Explanation
3.8.4	4.0	C	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.5	5.0	D	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the MPHA reserves the right to revise any clause and/or to include within the ensuing contract any additional clauses that the MPHA feels it is in its best interests to do so)
3.8.5.1	5.1	D-1	Sample Contract Appendix No. 1: form HUD-5370-C1 (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or Without Maintenance Work)</i>
3.8.5.2	5.2	D-2	Sample Contract Appendix No. 2: form HUD-5370-C2 (01/2014), <i>General Conditions for Non-Construction Contracts Section II (With Maintenance Work)</i>
3.8.5.3	5.3	D-3	Sample Contract Appendix No. 3: <i>Section 3 Clause</i>
3.8.5.4	5.4	D-4	Sample Contract Appendix No. 4: <i>Maintenance Wage Rate Decision</i>
3.8.5.5	5.5	D-5	Sample Contract Appendix No. 5: <i>Owner Operator Prevailing Wage Rate Verification Form</i>
3.8.5.6	5.6	D-6	Sample Contract Appendix No. 6: <i>Right to Know Form</i>
3.8.6	6.0	E	<i>Heritage Park Mowing Area</i>

#### 4.0 QUOTE EVALUATION.

- 4.1 **No Public Opening.** As this is an informal QSP solicitation process, a public opening of quotes submitted will not be conducted. Instead, the MPHA will receive quotes in confidence or private (without a public opening), and will evaluate the quotes submitted, and will in a timely manner inform all quoters of the results of such evaluation.
- 4.1.1 **Ties.** In the case of tie quotes, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2 **Responsive Evaluation.** Quote submittals received will first be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the MPHA.
- 4.3 **Responsible Evaluation.** The MPHA will evaluate each quoter as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the MPHA the required services). If the MPHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the MPHA may proceed with award as detailed. If the MPHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the MPHA.
- 4.4 **Restrictions.** Any and all persons having ownership interest in a quoter entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a quoter entity will be excluded from participation in the evaluation of the quote.

## 5.0 CONTRACT AWARD.

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

**5.1.1** By completing, executing and submitting a quote, the “quoter is thereby agreeing to abide by all terms and conditions pertaining to this QSP as issued by the MPHA, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments D and D-1 through D-6. Accordingly, the MPHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

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

**5.2.1 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, Attachments D and D-1 through D-6, and by submitting a quote the Contractor agrees to do so (please note that the MPHA reserves the right to amend this form as the MPHA deems necessary). However, the MPHA will during the QSP process (prior to the posted question deadline) consider any contract clauses that the quoter wishes to include and submits in writing a request for the MPHA to do so; but the failure of the MPHA to include such clauses does not give the Contractor the right to refuse to execute the MPHA’s contract form. It is the responsibility of each prospective quoter to notify the MPHA, in writing, prior to submitting a quote, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The MPHA will consider and respond to such written correspondence, and if the prospective quoter is not willing to abide by the MPHA’s response (decision), then that prospective quoter shall be deemed ineligible to submit a quote.

**5.2.1.1 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 QSP.

**5.2.2 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.

**5.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contracting Officer (CO). Any

purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with 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 CO.

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

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

**5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the MPHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the MPHA as an additional insured under said policy (minimum of \$1,500,000 each occurrence, general aggregate minimum limit of \$1,500,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

**5.3.3 Automobile Insurance.** An original certificate showing the quoter's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**5.3.4 City/County/State Business License.** If applicable, a copy of the quoter's business license allowing that entity to provide such services within the City of Minneapolis, Hennepin County, and/or the State of Minnesota.

**5.3.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.3.1 through 5.3.4) insurance certificates and licenses, each quoter is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the quote submittal—we will garner the necessary documents from the successful quoter prior to contract execution).

**5.4 Contract Service Standards.** All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.



- 5.5 Prompt Return of Contract Documents.** All documents required to complete the contract, including contract signature by the successful quoters, shall be provided to the MPHA within 10 work days of notification by the MPHA.

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[Table No. 5]

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