



INVITATION FOR BIDS:
1719 Sheridan Ave. N., Minneapolis, MN 55411
City of Lakes Community Land Trust
Minneapolis Homes – Round 4, Passive House
(Section 3, MBE and WBE Requirements Apply)

Today's Date: **November 8, 2021**

Bid Due Date: **November 22, 2021 by 3:00 p.m.**

Bids must be submitted to: **City of Lakes Community Land Trust**
c/o Staci Horwitz, Operations Director
1930 Glenwood Avenue
Minneapolis, Minnesota 55405

Direct questions related to bid process
or requests for complete bid package to:

Staci Horwitz, Operations Director
(612) 594-7148
staci@clclt.org

Direct project/construction related questions to:

Marnie Peichel, Architect
(612) 823-2154
marniepeichel@gmail.com

BIDS MUST BE RECEIVED NO LATER THAN 3:00 P.M. ON THE DATE SHOWN ABOVE

BIDDER SELECTION AND INSTRUCTIONS

1. The attached **BIDDING DOCUMENTS** (*in process Architectural Plans/Elevations and performance specifications for Design-Build Mechanical Work*) and *Scope of Work Summary* identify new construction to be performed at the property noted. The successful bidder will be required to complete all the work in a quality, professional manner in accordance with standard industry practices, which are acceptable within that trade.
2. Each bidder shall contact above-mentioned Operations Director with questions related to the process for this IFB.
3. **CLARIFICATIONS:** If the bidder is in doubt as to the true meaning of any part of the attached Bidding Documents or finds discrepancies in or omissions from the specifications, clarification may be requested from the Architect **PRIOR** to bid opening. The Bidder may submit to the Architect, prior to the bid due date a written request via email for an interpretation or clarification. A Bidder submitting a request is responsible for its prompt and timely delivery.

If, in the opinion of the Architect/Operations Director, such clarification will appreciably affect the bidding, a written addendum will be issued to all bidders who picked up a Bid Package or requested a Bid Package via email. Oral and other representations or clarifications by the Owner or its Operations Director or Architect relating to the IFB, whether at a project site inspection, a pre-bid conference (if any), or otherwise, are not binding nor legally effective except as embodied in a written addendum.



4. The successful bidder assumes the responsibility for completing all work as outlined in the BIDDING DOCUMENTS and Scope of Work Summary in a manner that meets the minimum building code. All code items are subject to inspection and approval of the appropriate City inspector.
5. ALL ITEMS DETAILED IN THE SCOPE OF WORK SUMMARY MUST BE BID AS SHOWN AND PRICED WITH SECTION AND DIVISION TOTALS. Proposals containing unrequested alternates or additions to items detailed in the Bidding Documents and Scope of Work Summary SHALL BE ACCEPTED, however, such alternates, additions or changes MUST BE PRICED SEPARATELY, AND NOT INCLUDED IN THE TOTAL VALUE OF WORK FOR THE ORIGINAL WORK DETAILED IN THE BIDDING DOCUMENTS AND SCOPE OF WORK SUMMARY. Alternate proposals shall also be attached to the Bid Form on Contractor's letterhead, with a complete description of the alternate and all associated cost changes.
6. The bids must be itemized with costs entered on the Scope of Work Summary's sections and divisions in the space provided. All bids must be good for a minimum ninety (90) day period.
7. Bidders must agree to warranty language in the Sample Agreement Between Contractor and Owner/Homeowner and submit a signed warranty document with completed bid.
8. Bids should be calculated with the Contractor supplying all permits, labor and material unless otherwise specified. Further, the Contractor is responsible to ensure that all appropriate inspections occur.
9. Contractor is responsible for removing all debris from the property during and at the time of completion of the project.
10. Any and all damages to existing conditions and/or adjacent property made by the Contractor in the process of completing the project shall be properly repaired and/or patched to match or replace existing and will be made at the Contractor's expense (including public sidewalks).
12. **AA – SUBP – SECTION 3:** The Contractor shall comply with the goals and requirements of the Minneapolis Department of Civil Rights. The Contractor shall, to the greatest extent feasible make every reasonable and good faith effort (as determined by the Department of Civil Rights) to comply with hiring goals and requirements of the:
 - a. *Small & Underutilized Business Program (SUBP)* - 8% certified Women Business Enterprise (WBE), and 6% certified Minority Business Enterprises (MBE).
 - b. *HUD Section 3* (See item #14)- 10% of construction (per contract dollar amount) to be performed by Section 3 certified contractors; 32% of all new hires to be Section 3 certified contractors.

Contractors not able to meet this goal nor demonstrate a good faith effort to do so may be excluded from working on this project.

13. **EQUAL EMPLOYMENT OPPORTUNITY (EEO).** The Contractor shall not discriminate against any employee, nor in hiring practices, on the basis of race, color, creed, religion, ancestry, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance or national origin.
14. **SECTION 3.**
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulation in 24 CFR, Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify



that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- c. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- e. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violations of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 requirement employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b) 24.

BIDDING DOCUMENTS. Copies of all Bidding Documents in addition to all Bid Submittal Forms are attached to this IFB. Contact Operations Director (as indicated on page 1) if any items listed as attachments are missing. ALL BIDDING DOCUMENTS MUST BE READ THOROUGHLY BEFORE BIDDING. Amendments, modifications or updates (if any) to the Bidding Documents will be provided to Bidders and are available from the Operations Director at the address noted on Page 1 of this IFB.

BID SUBMISSIONS. Delivered bids must be submitted in a sealed envelope addressed to the attention of the Operations Director noted above and with "Minneapolis Homes – Passive House" noted on the envelope. Bids submitted via email must note "Minneapolis Homes – Passive House" in the subject line.

Bids must be *physically delivered to or received by* the Operations Director at the address noted on Page 1 by the bid due date and time stated on Page 1, or any extension thereof made by an addendum to this IFB issued by the Operations Director. **Bids will be reviewed within a week of the due date on page 1 (or any extension date).** *If a bid is sent by U.S. Mail or other delivery service, the Bidder is wholly responsible for ensuring the bid package is properly addressed and physically delivered on time.* Bids received after the bid due date and time will not be considered. Oral or faxed bids are invalid and will not receive consideration. The Owner or CLCLT is not responsible for any costs incurred by a Bidder in preparation and submission of its bid.



The submission of a bid shall constitute an acknowledgement upon which the Owner may rely that the Bidder has thoroughly examined and is familiar with the IFB, the attachments (including the Bidding Documents and Scope of Work Summary), the addenda (if any) and the work site, and that the Bidder has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the project work to be provided or performed. The failure or neglect of a Bidder to do so shall in no way relieve the Bidder from any obligations with respect to the bid or the contract issued as a result of this IFB. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any aspect of the IFB, attachments (including the Bidding Documents and Scope of Work Summary), IFB addenda (if any), work site, statutes, regulations, ordinances, or resolutions.

BID PRICING. Bidders must provide pricing per division and alternate line items as detailed in the attached Scope of Work Summary, with a Total Value of Work on the Scope of Work Summary (not including any alternates) and noted on the Bid Form document.

ITEMS REQUIRED TO BE SUBMITTED WITH BID. The following forms, statements and certificates are required as part of the bid and must be completed and submitted to the Operations Director at the address or email noted on Page 1 of this IFB. Failure to timely submit the required bid documents **will** result in a nonresponsive bid **and the bid will be rejected**. Copies of these forms, statements and certifications are attached to this IFB.

- Bid Form
- Scope of Work Summary
- Non-Collusion Affidavit
- Contractor- Owner/Homeowner Warranty

ITEMS REQUIRED TO BE SUBMITTED AFTER BID AWARD. The successful Bidder will be required to submit the following after the bid award and before beginning any project work.

- Certificates of insurance in accordance with the sample Contractor Agreement
- Minnesota Employee Right to Know Act of 1983 form
- Any other items identified in sample Contractor Agreement or requested by Owner to be provided

BID FORMAT AND EXECUTION. All blanks in the Bid form must be completed in ink or typewritten. **Bidders must submit one (1) original of the bid. Do not submit multiple copies of the bid.** All numbers should be expressed in figures and not in words. Bids containing alterations or erasures may be rejected unless each alteration or erasure is corrected by crossing out the error, inserting the correction adjacent to the error with ink or typewriter and initialing the correction in ink by the person submitting the bid. The bid must be firm and subject to acceptance for ninety (90) days after the bid due date stated on Page 1 of this IFB.

The Bid Form must contain an acknowledgement of receipt of all addenda (if any). Bids shall not stipulate any condition or exceptions to the bid package or addenda (if any).

A bid from a corporation must be executed in the corporate name by a corporate officer with authority to sign the bid. The corporate address and state of incorporation must be shown below the signature. A bid from an individual, company, firm, or partnership must be executed by the individual or by an authorized representative, member or officer whose capacity must be stated. The official address must be shown below the signature.

BID AWARDS. The Operations Director will evaluate bids in response to this Invitation for Bids without discussions and will award a contract to the responsive responsible bidder whose bid, conforming to this IFB will be the most advantageous to the Owner considering price and any price-related factors specified in this IFB. However, the Owner or its Operations Director reserves the right to: reject any and all bids including, without limitation, nonconforming, nonresponsive or conditional bids; investigate the qualifications and experience of any



Bidder; reject any provision in any bid; accept other than the lowest bid (e.g., the apparent low bid is unreasonably low); waive informalities or minor, nonmaterial irregularities or deviations in bids received; obtain new bids; or do the work otherwise. The Owner or its Operations Director **will** reject any bid as nonresponsive if the Bidder does not submit the required certifications and statements or if the bid is materially unbalanced as to the prices for various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

Upon request of the Owner or its Operations Director, a Bidder shall submit such additional information as requested by the Owner or its Operations Director in order to evaluate the responsibility of the Bidder. Such information shall be submitted within seven (7) calendar days of receipt of a request. Failure of the Bidder to provide requested information may result in the bid being rejected.

If approved, in accordance with the policies and procedures, the contract for the project work will be executed. Until approval of the award and execution of the contract, the Owner has no obligation for the cost associated with any project work performed.

DATA PRACTICES ACT. The Minnesota Government Data Practices Act *provides that the names of Bidders and the dollar amount of the bids are public once the bids are opened.* All other information, except trade secret information or security information, received by the Owner in response to this IFB becomes public data and must be made available to any person upon request at the times specified in the Act. Trade secret information means data, including a formula, pattern, compilation, program, device, method, technique or process that: (1) is supplied by the Bidder; (2) is the subject of efforts by the Bidder that are reasonable under the circumstances to maintain its secrecy; and (3) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Security information means data, the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury.

Trade secret or security information that meets the legal requirements of Minnesota law as described in the above definitions should be limited and set apart in the bid on separate pages with a heading that clearly identifies the information as a trade secret or security information submitted by the Bidder. The Owner will make the ultimate determination whether the information meets the applicable definition. Any information submitted in response to this IFB that does not meet the legal definition will be considered public information, regardless of the Bidder's identification of it as nonpublic. *Bidders are instructed that blanket-type identification by designating the whole pages or sections as containing proprietary or confidential information will not assure confidentiality. The specific trade secrets or security information must be clearly identified as such. Submitted bids shall not be copyrighted. A statement by a Bidder that submitted information is copyrighted or otherwise protected does not prevent public access to the information contained in the bid response.*

FORM OF TRADE CONTRACTOR AGREEMENT. The Owner will use a *Standard Form of Agreement Between Owner and Contractor*, which has been modified and supplemented to meet the Owner's own requirements and to meet state and federal laws and regulations that apply to the project work that is the subject of this IFB. A sample copy of the Agreement Between Owner and Contractor is attached to this IFB.

Each Bidder is strongly advised to review carefully the attached sample Agreement Between Owner and Contractor and is responsible for taking into account the requirements contained in the Trade Contractor Agreement when preparing its bid. *As part of its bid, the Bidder certifies that, if its bid is accepted, the Bidder agrees to comply with the terms and conditions contained in the attached Agreement and any attachments.*

LIST OF ATTACHMENTS TO BID INSTRUCTIONS. The following forms, statements, certifications and documents are attached to this IFB package:



BIDDING DOCUMENTS

- Construction Drawing and Mechanical Performance Specifications

BID SUBMITTAL FORMS

- Scope of Work Summary
- Bid Form
- Minnesota Employee Right to Know Act of 1983 Form
- Non-Collusion Affidavit
- Contractor-Owner/Homeowner Warranty
- Sample Agreement between Owner and Contractor