

Invitation for Bids Maintenance Services

I.) GENERAL INFORMATION

A.) Introduction/Background

The St. Cloud Housing and Redevelopment Authority (HRA) hereinafter referred to as the Agency or Owner is requesting bids from qualified companies hereinafter referred to as the "Bidder or Prospective Respondents," to provide certain maintenance services for various housing developments currently managed by the Agency.

It is the Agency's intention to solicit qualifications from respondents, evaluate their qualifications, verify the information presented, and to award a contract to the lowest cost, responsive and responsible Bidder.

The Agency will enter into a two-year contract for these maintenance services, with renewal options. These services will include, but not limited to the following:

- 1.) Full maintenance responsibilities, including preventative maintenance and unit turnovers.
- 2.) Purchasing of all required supplies and services.
- 3.) Capital repairs, as directed by the Owner.

B.) Submission Package

An unbound original and one (1) unbound copies (a total of 2) of the complete submission package must be received by the agency by **1:00 pm Tuesday, December 5, 2023**. The original and one copy of the submission package must be submitted in a sealed envelope. On the outside of the envelope should be the Bidder's name, address, phone number, and the project title "Invitation for Bid for Maintenance Services" to the St. Cloud Housing and Redevelopment Authority.

The submission package must be signed by an officer of the Respondent who is legally authorized to enter into a contractual relationship in the name of the respondent.

C.) Anticipated Schedule of Events

The anticipated schedule for the IFB and contract approval is as follows:

| | |
|---------------------------------|----------|
| IFB available for distribution | 11/10/23 |
| Deadline for Bids | 12/05/23 |
| Board of Commissioners approval | 12/20/23 |
| Contract start date | 02/01/24 |

D.) Expense of IFB Package

All expenses involved with the preparation of the IFB package shall be borne by the Bidder.

E.) Contact Person

The contact person for all inquiries is Paul Soenneker, Project Manager, 320-202-3147,

F.) Overview

The Agency intends to contract maintenance services for 782 housing units, representing 17 different developments and 42 single family homes and the Agency office all located in the City of St. Cloud.

The Agency intends to select one Respondent who will be awarded the maintenance services requested for all housing units identified in the IFB.

The Agency is looking for price-competitive Respondents with demonstrated, successful maintenance experience and knowledge of the local property management business.

All responses must comply with HUD's Maintenance Wage Rate Determination for routine maintenance.

Although the federal and state regulations must be obeyed, the Agency is prepared to allow Respondents the maximum flexibility possible in providing the requested property management services. There are some matters for the Respondents to consider, however, when submitting their packages. These special considerations are:

- 1.) Although the contracting owner is a public agency, Respondents will be expected to uphold the same fiduciary and professional responsibilities and courtesies they would for a private owner.
- 2.) The selected respondents will be required to abide by all applicable procurement procedures.

G.) Agency Options

The Agency may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this IFB; postpone or cancel, at any time, this IFB process; or waive any irregularities in this IFB or in the bids received as a result of this IFB. Also, the determination or the criteria and process whereby bids are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this IFB, shall be at the sole and absolute discretion of the Agency.

In no event will the Agency permit modification to a qualification statement after the submission deadline.

H.) Qualification Statements Open to Public

Prospective Respondents are hereby notified that all information submitted as part of, or in support of, qualification statements will be available for public inspection in compliance with federal and state laws.

I.) Level of Effort and Funding

It should be clearly understood that all services requested in this IFB are on an “as-needed” basis and that the dollar values, if any, referred to in the IFB or provided to Bidders during this process in no way constitute a guarantee of the level of effort that may be requested of the successful respondent or guarantee a certain dollar amount.

II.) TERMS AND CONDITIONS

A.) Rules, Regulations, and Licensing Requirements

The Respondent and staff must possess all required occupational license(s). In addition, the Respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the service.

B.) Term of Maintenance Agreement

The term of the maintenance agreement to be awarded shall be from February 1, 2024 to January 31, 2026, with one renewal option to end on January 31, 2028. Fees will be adjusted biennial (every 2 years) as may be agreed to between the Agency and Respondent.

The maintenance agreement will include a provision for termination of the agreement “at will” by the Respondent or Owner with a 60-day notice. The agreement will also outline situations where the successful Respondent can be terminated immediately “for cause”.

C.) Assignment

The successful Respondent shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its rights, title, or interest therein, or its power to execute such contract, to any person, company, or corporation without the prior written consent of the Agency.

D.) Equal Opportunity Employment

Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed, or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this IFB.

E.) Personnel

In submitting their bid, Respondents are representing that the personnel described in their proposal and submission packages shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Respondent must be able to provide a qualified replacement.

Furthermore, all personnel shall be considered to be, at all times, the sole employees of the Respondent under its sole discretion, and not employees or agents of the Agency.

III.) SUBMISSION REQUIREMENTS

A.) Respondent Qualifications

Respondents shall provide the following as evidence of Respondents qualifications in the order listed:

- 1.) A listing of all public and private multi-family housing currently managed by Respondent, with the name and contact representative of the property owners (who may be contacted as references), of locations, and brief descriptions of the properties.
- 2.) Resumes and position descriptions of senior management and maintenance staff members who would be assigned to oversee the developments. Show an organizational chart of your staffing structure, including regional office locations.
- 3.) A description of preventative maintenance programs you have previously implemented. Describe your maintenance policy, including work order system procedures, capital improvement items, used in other projects that you envision working on these properties. Please include experience with boilers, appliance repair and on-call availability for weekend and night coverage.
- 4.) A description of policy & procedures of notifying tenants prior to entering units to complete work orders.

IV.) GENERAL REQUIREMENTS OF MAINTENANCE AGREEMENT

Respondents will be responsible for the full range of services customary of a facility maintenance company. In the performance of these duties, the Respondent must comply with all applicable federal, state, and local laws.

The following is a description of some of the major duties of the management company.

A.) Drug-Free Workplace

The Respondent must certify that it agrees to provide a drug-free workplace for employees. In addition, all Respondents must assure that all employees hired by the Respondents under this contract receive a Kari Koskinen compliant criminal background check.

B.) Purchasing and Contracting

Respondents' contractors must comply with Agency purchasing regulations and applicable state laws. All contracting and purchasing must remain within the approved operating budget. All materials purchased will be of equal or better standards. All workmanship will be per industry standards and material manufacturers' recommendations. Prior written approval will be required for any unbudgeted contract that exceed one year in duration or any unbudgeted expenditure that exceeds \$500.00 in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the projects, except in emergency repairs that involve manifest danger to persons or property or that are required to avoid suspension of any necessary service to the project. In the performance of these duties, Respondent must comply with all applicable federal, state, and local rules regarding procurement and contract administration.

C.) Security

The Respondent will be required to perform their contracted responsibilities in such a way as to maximize the safety and security of the residents and to minimize crime.

D.) Personnel

Respondents will have the sole responsibility for all hiring and firing of Respondents' employees. Respondents will have the option of employing current employees assigned to a development or recruiting new employees. It will be the sole responsibility of the Respondent to provide for payment of all wages, benefits, and payroll taxes for all employees of the development.

The respondent will be responsible for training their employees for the HRA's sites. On call workers must be knowledgeable of all building systems on which they will be working.

Selected contractor will be required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities resulting from this contract.

E.) Insurance, Bonding, and Hold Harmless Agreement

For general liability coverage, the Respondent shall provide the Agency with a certificate of insurance that names the Agency as an additional insured. Additionally, the Respondent agrees that it will hold the Agency harmless for any acts of negligence on behalf of its staff, agents, and employees, and from any and all claims or liability for any injury or damage to any person or party occurring in, on, or about the premises, or any part thereof, resulting from the negligence of the Respondent, its employees, agents, or personnel. The Respondent will provide owned and non-owned automobile liability insurance and workmen's compensation insurance meeting the State of Minnesota's statutory limit. All of the above shall be provided for the full term of the maintenance contract.

F.) Maintenance

The selected Respondent shall be responsible for all routine, preventative, and non-routine maintenance.

The selected Respondent shall provide monthly reports to the Agency on maintenance completed by complex in each unit.

The selected Respondent shall provide a listing of who or which company will be used for licensed maintenance, i.e. electrician for electrical work or if staff is properly licensed to complete plumbing/heating and electrical work.

The selected Respondent shall provide invoices on a monthly basis with copies of work orders attached for any maintenance completed.

V.) EVALUATION/SELECTION PROCESS AND SELECTION CRITERIA

The bids will be evaluated by an Evaluation/Selection Committee, comprised of Agency staff. The Committee shall present its recommendations to the Board of Commissioners, who have the sole authority to award contracts on behalf of the Agency.

All IFB packages will be evaluated for completeness, quality of response, and demonstrated successful experience in providing requested maintenance services to similar multi-family housing properties.

VI.) PROPERTIES

The following properties located in St. Cloud, Minnesota are being considered for the maintenance service referred to within this solicitation:

Empire Apartments

54 4th Avenue N., St. Cloud, Minnesota
89 Units

Wilson Apartments

41 NE 3rd Avenue, St. Cloud, Minnesota
126 Units

Cedar Ridge Townhomes

3455 – 3477 N. 14th Street, St. Cloud, Minnesota
12 Units

Quarry Ridge Townhomes

2005 – 2027 Quarry Road, St. Cloud, Minnesota
12 Units

Flintwood Townhomes

5702 – 5724 Flintwood Drive, St. Cloud, Minnesota
12 Units

Northway Townhomes

2401 – 2445 N. 15th Street, St. Cloud, Minnesota
12 Units

Grace McDowall Apartments

1525 Northway Drive, St. Cloud, Minnesota
90 Units

Germain Towers

905 W. St. Germain, St. Cloud, Minnesota
60 Units

Eastwood Apartments

530 NE 3rd Street, St. Cloud, Minnesota
18 Units

Al Loehr Veteran & Community Studio Apartments

4055 12th St. N., St. Cloud, Minnesota

61 Units

The Creeks Family Housing Limited Partnership
721-757 South 33rd Street, St. Cloud, Minnesota
24 Units

Brownstones Family Housing Limited Partnership
402 9th Avenue North & 403 8th Avenue North, St. Cloud, Minnesota
12 Units

Westwood Village Apartments Limited Partnership
770 Savanna Avenue and 822 Savanna Avenue, St. Cloud, Minnesota
64 Units

Swisshelm Village Apartments Limited Partnership
316 Laudenbach Court and 304 Laudenbach Court, St. Cloud, Minnesota
64 Units

Riverside Apartments Limited Partnership
101 Riverside Drive SE, St. Cloud, Minnesota
85 Units

Scattered Sites (single family homes)

| | |
|---------------------------------|---------------------------------|
| 236 N. 23 rd Avenue | 825 S. 15 th Avenue |
| 328 N. 25 th Avenue | 860 N. 19 th Avenue |
| 410 NE 4 th Avenue | 907 SE 12 th Avenue |
| 416 N. 24 th Avenue | 913 SE 12 th Avenue |
| 418 NE 4 th Avenue | 929 N. 35 th Avenue |
| 428 N. 30 th Avenue | 1016 SE 10 th Avenue |
| 432 N. 30 th Avenue | 1018 N. 35 th Avenue |
| 449 N. 30 th Avenue | 1042 N. 35 th Avenue |
| 451 N. 29 th Avenue | 1047 N. 33 rd Avenue |
| 543 NE 5 th Street | 1103 SE 9 th Avenue |
| 614 NE 5 th Avenue | 1113 N. 33 rd Avenue |
| 701 N. 24 th Avenue | 1213 SE 15 th Avenue |
| 701 N. 27 th Avenue | 1323 SE 10 th Avenue |
| 711 N. 25 th Avenue | 1406 N. 12 th Avenue |
| 819 N. 36 th Avenue | 1424 N. 12 th Avenue |
| 1710 S. 14 th Avenue | 1717 S. 7 th Avenue |
| 2405 N. 4 ½ Street | 2801 N. 4 ½ Street |
| 2805 N. 4 ½ Street | 2809 N. 4 ½ Street |
| 3019 N. 12 th Street | 3400 N. 12 th Avenue |
| 3501 N. 8 th Street | 623 NE Wilson Avenue |
| 418 Wilson Ave. SE | |

St. Cloud Housing and Redevelopment Office
1225 West Saint Germain Street
St. Cloud, MN 56301

VII.) DISCLAIMER

The Agency reserves the right to refuse and reject all bids and not award any contract. The Agency also reserves the right to award some but not all contracts. Further, except for the date of acknowledgement and date of bid as due, the Agency is not obligated to meet the schedules contained in this solicitation, but fully intends to do so.

Maintenance Services Bid

The undersigned having familiarized themselves with the local conditions affecting the cost of the work and with the specifications, including Invitation to Bid, Instructions to Bidders, General Conditions (HUD form 5370-C), Form of Non-Collusion Affidavit, Affirmative Action Requirements, Form of Contract, hereby propose to furnish all supervision, technical personnel, labor, material, equipment and services required to complete the specified maintenance services at the HRA properties listed in accordance therewith for the following sums.

Contractors must comply with the St. Cloud HRA's local maintenance wage determination for maintenance services. This rate is revised biennial and must be adjusted as part of any contract extensions. Each invoice for payment to include wage rates of employees to verify maintenance wage rates are met.

| | |
|---------------------------------|-------------------|
| General Maintenance and Upkeep | \$ _____ per hour |
| HVAC Repair | \$ _____ per hour |
| Cabinetry Repairs / Replacement | \$ _____ per hour |
| Appliance Repair | \$ _____ per hour |
| Master Plumber | \$ _____ per hour |

Provide additional documentation regarding minimum time billed per visit, billing increments, on-call, overtime, observed holidays and trip charges.

In submitting this bid, it is understood that the St. Cloud Housing and Redevelopment Authority reserves the right to reject any and all bids.

Name: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

Date: _____

Phone: _____
