

August 3, 2017

Request for Pricing

Painting Contract Services

for the:

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

Contact:

Vince Markell

Facility Services Manager

Dakota County CDA

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7/31/2017

Invitation-

REQUEST FOR PRICING (RFP)

**For Painting contract services
Dakota CDA, MN**

Qualified contractors are invited to submit a PRICE PROPOSAL for the above noted services. The contract will be awarded to the qualified contractor with the low price proposal.

Proposal due: September 7, 2017 at 10:00 AM (CDT)

Bid packages: available on/after August 3, 2017

Contract start date: November 1, 2017

Contract completion: One year contract. The contract can be renewed for up to (3) consecutive years (until to October 31, 2020).

Brief description of the work- once a housing unit is vacant, an order for work is issued. The painting must be completed within (6) days. Often this work must be coordinated with other sub-contractors such as with cleaning and flooring services.

This is a formal proposal process. Proposals need to be sealed. Proposals must be dropped off or mailed. Proposals cannot be faxed or e-mailed. All costs and alternates must be filled in; incomplete proposals will be rejected. All price proposals must be signed.

A bid bond and performance bond is required for project pricing over \$100,000.00. A bid bond (guarantee) shall be based on a contract of \$150,000.00 per year. We estimate the contract \$150,000 x .05=\$7,500.00, so please submit a Bid guaranteed of \$7,500.00 along with you bid, and other required bid items. Note that the CDA cannot guarantee the amount of the contract price. A cashier's check (bank check, not a personal check) for 5% of your base bid price is also acceptable in lieu of a bid and performance bond.

For uniformity, please submit your proposal on the **Proposal Form** included in this RFP. All costs and alternates must be filled in; incomplete proposals will be rejected. All price proposals must be signed.

The CDA is exempt from the local .25% transit tax and the MN state tax of 6.875%. The CDA will send out an exemption certificate to the awarded contractor.

There are some properties that are subject to **Davis-Bacon prevailing wages** that are denoted by "**public housing**" in new vacancy schedule. It should be noted that the principal contractor is responsible for full compliance of all the workers on-site (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Certified weekly payroll will be required to be submitted to CDA offices every week and includes paying construction labor on a weekly basis (a Davis-Bacon requirement).

Respectfully,

Vince Markell

Facilities Service Manager

office: 651-675-4507

e-mail: vmarkell@dakotacda.state.mn.us

SCOPE OF SERVICES

1. SCOPE OF WORK

Contractor shall provide materials, labor, tools and equipment to complete all painting work as assigned in CDA properties. Assigned properties will be unoccupied residential apartment and town home units, apartment building common areas touch up, and miscellaneous exterior touch up work.

Once a housing unit is vacant, an order for work is issued. The painting must be completed within (6) days. The painting, flooring, and cleaning must be completed within (10) days. Painting is the first service to be completed in unit turns (flooring, and cleaning to follow in that order). Often this work must be coordinated with other sub-contractors such as cleaning and flooring services.

Over the past year, there have been about 18-42 unit turns per month. The unit work authorizations are forwarded to the contractor in the first five days of the month. The qualified contractor must be able to handle this work load.

We have also seen more units that require wall repair. There have also been an increase in the number of units that require additional work such as priming to deal with tobacco smoke.

2. SCHEDULING OF WORK AND PAPERWORK

A **vacancy schedule** will be sent to the contractor. This schedule may need to be updated once a week. The vacancy schedule to be updated and returned by the next business day. The CDA may also request that a copy of the vacancy schedule be sent to other sub-contractors (via e-mail).

There are additional paperwork/reporting requirements for public housing units that involve Davis-Bacon wage requirements. Payroll reports and other paperwork must be completed for final payment.

3. QUALITY ASSURANCE

All work shall conform to Painting and Decorating Contractors of America (PDCA) standards, and all painting to be done by skilled journeymen who are trained and experienced in paint application.

4. MATERIALS:

Wall paint: Sherwin Williams ProMar 200 Zero VOC in Eggshell Latex enamel tinted to "Dover White".

Ceiling paint: Sherwin Williams CHB in Flat Extra White.

Primer (for occupied and Senior housing): Sherwin Williams Harmony wall primer or approved zero VOC equal. Primer to be tinted for wall use.

Stain Killing primer for Family Townhome and scattered sites: Kilz oil based or approved equal; tinted to match finishing paint color. Primer to be tinted.

Exterior paint: Sherwin Williams Duration Exterior tinted to match existing. Color to be submitted to CDA for approval.

Other paint materials shall be manufacturer's best grade and so labeled, and to have CDA approval prior to ordering.

SCOPE OF SERVICES (continued)

5. PRODUCT REQUIREMENTS

- Paint to be well ground, not settled, caked or thickened in container.
- Readily broken with a paddle to a smooth consistency.
- Have easy brushing properties.
- Paint ready – mixed, except for tinting or undercoating and possible thinning.
- All thinning and tinting materials as recommended by the manufacturer for product.
- All paint and finish materials are to be stored in the appropriate zone for easy access, and shall be kept in three different piles so as to distinguish between seniors, partnerships and public housing.
- Make sure that paint is kept in a warm dry place. While transporting to painting sites the paint shall not be allowed to freeze.

6. EXECUTION--SURFACE PREPARATION

- Surface to be clean, dry and adequately protected from dampness.
- Surface to be free of any foreign material
- Surface preparation shall include minor patching and taping of existing surfaces.
- Anything under half dollar size holes shall be considered half dollar size.

7. MATERIAL PREPARATION

- Do not paint when the temperature is less than 50 degrees F.
- Mix and prepare paint material in strict accordance with the manufacturers recommendations.
- When materials are not in use, store in tightly covered containers.
- Maintain containers used in mixing and application of paint in a clean condition.
- Free from foreign materials and residue.
- Stir materials before application, producing a mixture of uniform density.
- Do not stir into the material any film which may form on the surface, but remove
- The film and, if necessary, strain the material before using.

8. MATERIAL APPLICATION

- To be applied per manufacturer's recommendations
- Make sure to keep ceiling paint separate from wall paint.
- Stir all paint on a regular basis to ensure uniform density.
- Cut in around all doors, cabinets, ceilings, windows and a/c units.
- Tape off all light fixtures, electrical outlets, switches and base moldings.
- Application of paint shall be by brush, roller or spray according to manufacturers guidelines. If spray is used, the surface must be back rolled.
- Coverage and hiding capability of paint shall be complete. Final paint film is to be uniform in
- Spread finish, color, appearance and coverage. Material thickness per coat shall be within
- paint even and smooth to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.
- If smoke stained, unit must first be primed with a good primer [latex or oil] depending on severity of stain.
- All coats are to be thoroughly dry before application of additional coats.

9. CLEAN-UP AND HARDWARE INSTALLATION

- Remove all paint spots from floors, glass, countertops and all other surfaces.
- Re-install all doors and light covers.
- Leave outlet covers and switch plate covers for cleaning prior to installation.

- Remove all tape from surfaces applied.

SCOPE OF SERVICES (continued)

- Re-install hand rails if removed.
- Remove all paint trash from unit.
- Paint cans cannot be disposed in on-site trash containers. Paint cans to be taken care of off-site by the painter.

8. VARNISHING OF CABINETS AND WINDOW FRAMES

- Application shall be by roller, brush or spray in strict accordance with manufacturers recommendations.
- If area to be finished is oily or dirty, then the area shall be cleaned with a chemical such as with TSP; or a primer can be used
- Sand all surfaces to be varnished so the surface is rough and will hold finish.
- Apply sealer according to manufacturer's specifications.
- Sand sealer lightly and clean with tack cloth or other recommended material.
- Apply varnish according to manufacturer's recommendations.
- Clean up the same as above.

9. OCCUPIED PAINTING

- Resident shall be notified and tenant must agree with time schedule for painting.
- All adjacent material and surfaces shall be adequately covered for protection.
- Remove and protect all hardware, accessories, devices, plates, and lighting fixtures and similar items and replace when painting is completed.
- Paint shall be applied according to Paint Applications above.
- Areas shall be kept clear of tripping hazards at all times and whole unit shall be picked up daily whether painting is done or not.
- Report any items broken to the CDA immediately.
- Resident shall be notified prior painting to remove all electronic and breakable items to a safe location. All furniture shall be moved into the center of each room.
- The CDA will not be responsible for moving of these items.
- Painter shall move couches and/or chairs as needed for the resident. Huge items shall be painted around if not able to move.
- Cleanup shall be according to CLEAN-UP AND HARDWARE INSTALLATION above.
- See materials section for acceptable primers.

10. IDENTIFICATION

- All service subcontractors shall have visible identification while on Dakota County CDA sites. New service contracts after August 2014 shall have this requirement. The identification shall be a minimum of 3"x4" size with photo and have subcontractor's name. The text should be a minimum of 1/4" high and can be read from 6' away. The company name should also be read from 6' away. The identification shall be mounted on a lanyard or some other visible method.
- Names on uniforms or jackets are acceptable forms of identification. The employee name and company name must be legible from 6' away.
- Subcontractors that do not have proper identification may be asked to the site until they have their identification displayed on them. The subcontractor will not be paid for their work or to re-schedule their work due to not having proper identification. A service contract may be terminated for not complying with this requirement.

GENERAL CONDITIONS OF CONTRACT WITH THE DAKOTA COUNTY CDA

INDEPENDENT CONTRACTOR. Contractor is an independent contractor and nothing in this Contract shall be construed to create the relationship of agents, partners, joint venturers, associates, or employer and employee between the CDA and Contractor.

TIMELINESS. Time is of the essence in this Contract. The failure of either party to perform its obligations in a timely manner may be considered by the other party as a material breach.

FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

LICENSES. At its own expense, Contractor shall procure all licenses, permits or other rights required for the provision of services contemplated by this Contract. Contractor shall inform the CDA of any changes in the above within five (5) days of occurrence.

INDEMNIFICATION. Any and all claims that arise or may arise against Contractor, its agents, servants or employees as a consequence of any act or omission on the part of Contractor or its agents, servants, employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the CDA. Contractor shall indemnify, hold harmless and defend the CDA, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the CDA, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Contract.

ASSIGNMENT/SUBCONTRACTING. The Contractor shall not assign or subcontract this Contract without prior written consent of the CDA, in which case Contractor is responsible for the performance of its subcontractors or assignees. Contractor shall follow the requirements of Minn. Stat. § 471.425 (payments to subcontractors), shall require the subcontractor to provide proof of the below-described insurance to the CDA prior to beginning work under this Agreement and shall require the subcontractor to agree in writing to defend, hold harmless and indemnify the CDA from any and all liability arising out of the subcontractor's performance of its duties.

INSURANCE TERMS.

Contractor shall provide to the CDA, prior to or concurrent with the execution of this Contract, certificate(s) of insurance naming Dakota CDA as certificate holder or certified copies of such existing policies of insurance, demonstrating:

- ☒ General liability coverage of at least \$1,500,000 per occurrence and aggregate and **naming Dakota CDA as an additional insured;**
- ☒ Automobile liability coverage of at least \$1,500,000 per occurrence and aggregate and **naming Dakota CDA as an additional insured,**
- ☒ Workers' compensation coverage or certification of excluded employment from workers' compensation requirements.

Contractor shall pay all retentions and deductibles under such policies of insurance. If Contractor does not have existing coverage(s) or has coverage(s) in limits less than that set out above, Contractor must obtain from the CDA, prior to or concurrent with the execution of this Contract, a waiver of the coverage(s) or agreement to lower coverage limits from the CDA.

BOND FOR G/HVACR CONTRACTORS. In accordance with Minn. Stat. § 326.992, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond in the amount of \$25,000 to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor's failure to comply with the requirements of the State Mechanical Code.

GENERAL CONDITIONS (continued)

RECORDS/AUDITS. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the CDA and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

DATA PRIVACY. For purposes of this Contract all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The Contractor will strictly comply with these statutes and rules. All subcontracts shall contain the same or similar data practices compliance requirements.

CONFIDENTIALITY CLAUSE. Contractor acknowledges that the CDA in connection with Contractor's performance of this Agreement may transmit certain private or Confidential Information, as defined in the Minnesota Data Practices Act, to Contractor. Contractor agrees to implement such procedures as are necessary to assure protection of the private and Confidential Information.

COMPLIANCE WITH LAWS/STANDARDS. Contractor shall abide by all Federal, State and local laws; statutes, ordinances, rules and regulations pertaining to this Contract and this Contract shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Contract shall be venued in the county of Dakota, State of Minnesota.

NON-DISCRIMINATION. Contractor agrees that, in the hiring of all labor for the performance of any work under this Contract, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. Contractor agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. When required by law or requested by the CDA, Contractor shall furnish a written affirmative action plan.

CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION. By signing this Contract the Contractor is certifying that the federal government or the Minnesota Commissioner of Administration has not suspended or debarred the Contractor or its Principals and Employees, based upon Federal Regulation 45 CFR 92.35 and Minn. Stat. §16C.03, subd. 2 respectively. Contractors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

EXPRESS WARRANTIES. Contractor expressly warrants that all goods and products and workmanship provided under this Agreement shall conform to the CDA's specifications as described in this Agreement. Contractor shall replace any non-conforming goods and products and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by CDA of the goods or products. Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the final products and work by the CDA shall constitute an acceptance of work not done in accordance with the contract documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CDA will give notice of observed defects with reasonable promptness.

TERMINATION WITHOUT CAUSE. The CDA upon thirty (30) days written notice to the Contractor may terminate this Contract without cause.

TERMINATION FOR CAUSE. In addition to other specifically stated terms of this Contract or as otherwise provided by law, the following conditions, unless excused shall warrant termination of this Contract for cause:

GENERAL CONDITIONS (continued)

- A. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
- B. Failure to provide services or payment called for by this Contract within the time specified herein or any extension thereof.
- C. Failure to perform any other material provision of this Contract.
- D. Failure to diligently administer the work so as to endanger performance of the terms of this Contract.

NOTICE. Either party may terminate this Contract for cause by giving seven (7) days written notice of its intent to terminate to the other party unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract. The terminating party has the option, but is not required, to provide the other party an opportunity to cure the specified default. If an opportunity to cure is provided, it shall be specifically described in the notice of termination.

DELIVERY OF NOTICE/EFFECTIVE DATE. Notice of termination for cause or without cause shall be made by certified mail or personal delivery to the authorized agent of the other party. Notice is deemed effective upon delivery of the Notice of Termination to the name and address of the person who signs this Contract for each party.

DUTIES OF CONTRACTOR UPON TERMINATION WITH CAUSE OR WITHOUT CAUSE. Upon delivery of the Notice of Termination, and except as otherwise provided, Contractor shall:

- A. Discontinue provision of services under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Immediately notify all clients who are receiving services pursuant to this Contract.
- C. Cancel all orders and subcontracts to the extent that they relate to the performance of services cancelled by the Notice of Termination.
- D. Complete performance of such services as shall not have been cancelled by the Notice of Termination.
- E. Return all CDA property in their possession within seven (7) days to the extent that it relates to the performance of services cancelled by the Notice of Termination.
- F. Submit an invoice for the performance of services prior to the effective date of termination within thirty (30) days of said date.
- G. Maintain all records relating to the performance of the Contract as may be required by the CDA or State law.

DUTIES OF CDA UPON TERMINATION OF THE CONTRACT FOR CAUSE OR WITHOUT CAUSE.

Upon delivery of the Notice of Termination, and except as otherwise provided, the CDA:

- A. Shall make within 30 days of its receipt of Contractor's invoice referenced in paragraph F above, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- B. Shall not be liable for any services provided after notice of termination, except as stated above or as authorized by the CDA in writing.

EFFECT OF TERMINATION FOR CAUSE OR WITHOUT CAUSE. Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

TERMINATION BY CDA – LACK OF FUNDING. Notwithstanding any provision of this Contract to the contrary, the CDA may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the CDA to Contractor by facsimile is sufficient notice under the terms of this Contract. The CDA is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The CDA will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

DAMAGES FOR BREACH/SET-OFF. Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by Contractor the CDA may withhold final payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined.

GENERAL CONDITIONS (continued)

MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.

WAGE WITHHOLDING TAX. Pursuant to Minn. Stat. §290.97, Dakota CDA shall make final payment to Contractor only upon satisfactory showing that contractor and any subcontractors have complied with the provisions of Minn. Stat. §290.92 with respect to withholding taxes, penalties, or interest arising from this contract. A certificate by the commissioner of revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") shall satisfy this requirement with respect to the contractor or subcontractor. Form IC-134 Form and Instructions are found at <http://www.taxes.state.mn.us/forms/ic134.pdf>.

SUBMITTAL-PRICE BREAKDOWN PER PROPERTY PER EACH YEAR OF THE CONTRACT. The contractor who is awarded the contract will be required to provide a price break down for each property. Cost breakdown to be received in less than (2) weeks after executing the contract.

PAYMENT. Payment shall be made according to monthly Billings. All invoices submitted for payment will be processed within 30 days, as long as all necessary documentation is provided. Invoices shall list unit address, and shall provide a cost breakdown of square footage and any additional labor or material charges.

DATA PRIVACY. All rules and regulations set forth in the Minnesota Government Data Privacy Act [coded as Minnesota Statutes, Chapter 13, Sections 13.01 through 13.99], particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or the location of CDA assisted housing, shall be complied with.

CHANGES IN THE WORK. Costs related to a change shall be direct costs. All indirect costs shall be included in the contractors overhead. Overhead (including general conditions) and profit related to a change shall be limited to 10% of the net cost of work by the contractor and 10% of the cost of work by sub-contractors. Sub-contractors markup is similarly limited. Contractor and subcontractor shall provide itemized substantiating data to permit evaluation of costs.

DECLARATION OF INDEMNIFICATION. The contractor shall indemnify and hold harmless the owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: a) is attributable to bodily injury, sickness, disease or death or to injury or to destruction of tangible property – other than work itself – including the loss of use resulting there from: and b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the owner or any of their agents or employees, by any employees of the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount of type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

BID BONDS. A bid bond is required for contracts/bids in excess of \$100,000.00. The amount of the bid bond is to be 5% of the bid amount. A cashier's (bank) check in the amount of 5% of the bid bond is also an acceptable form of bid security. Personal or business checks are not acceptable forms of security. Cashier's (bank) checks will be held until a contract is in place for the work. The cashier's check must be picked up from the CDA, and cannot be mailed out.

PERFORMANCE BONDS. A performance bond of 5% of the annual contract amount is required at the signing of the contract and will be required annually. The CDA presently does approximately \$150,000.00 dollars annually in contract painting for senior and partnership town homes vacant unit painting. This does not include painting of occupied units and painting of common areas. This will be a three year contract and will require a performance bond annually at the beginning of each year to fulfill this contract. The bond will be for

the annual amount of bid. It shall be the contractor's responsibility to make sure that the CDA gets the Performance bond prior to the start of each year. No checks will be issued after the beginning of each year without a performance bond in place with the CDA.

Sample Only
AGREEMENT FOR NON-PROFESSIONAL SERVICES

Under this Agreement, dated the ___ day of _____, 200___,
_____ ("Contractor") and the Dakota County Community
Development Agency ("CDA") agree that:

Article 1 – SCOPE OF WORK. Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services, including transportation services, and perform and complete all work in an efficient and workmanlike manner for all senior building owned by the CDA in accordance with the Contract Documents specified in Article 3 below.

Article 2 - CONTRACT PRICE.

- a. Payment Terms. Fill in the terms here.

Article 3 – CONTRACT DOCUMENTS. The Contract Documents consist of:

- a. This Agreement and all documents and laws referenced in it;
- b. Contractor's signed bid;
- c. CDA's bid specification;
- d. Dakota County Housing and Redevelopment Authority's Statement of Procurement Policy, August 8, 2000; and
- e. CDA's signed acknowledgement for issuance of master key.

Article 4 – PAYMENT BOND. If the Contract Price is \$100,000 or more, Contractor shall at its own cost provide the CDA with payment bond pursuant to Minn. Stat. § 574.26

Article 5 - INSURANCE.

- a. Coverages. The contractor shall at its expense carry not less than:
 - i. 1,500,000.00 In Commercial General Liability Insurance.
 - ii. 1,500,000.00 In Automobile Liability Insurance.
 - iii Contractor shall purchase insurance to protect itself from claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
- b. Additional Insured. Contractor shall name CDA as an additional insured on its commercial general liability policy, and that additional-insured coverage shall be primary and non-contributory with respect to any other insurance or self insurance which may be maintained by the CDA.
- c. Certificates of Insurance. Before beginning work under this Agreement, and annually after that until all work under this Agreement is completed, Contractor shall furnish to the CDA a certificate or certificates of insurance demonstrating the required coverage.
- d. Failure to Insure. The failure to carry the required insurance coverage, or to furnish the required certificate or certificates of insurance, shall be a material breach of this Agreement.

Article 6 - HOLD HARMLESS AND INDEMNITY. Contractor shall hold harmless, defend, and indemnify the CDA from all claims for personal injury or property damage arising out of Contractor's work under this Agreement. This obligation shall include attorney's fees and other legal costs.

Article 7 – EQUAL OPPORTUNITY. Contractor agrees to comply with all local, state, and federal equal employment opportunity laws and ordinances as they pertain to unlawful discrimination on account of race,

color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

Article 8 – PROTECTION FROM LIENS. Contractor shall not permit any mechanic's liens to be filed against the CDA's property. If any lien is filed against the CDA's property, Contractor shall cause it to be discharged within twenty (20) days after the date of the actual notice to Contractor of the filing of the lien. If Contractor fails to discharge the lien within the twenty (20) days, the CDA may discharge it by paying the amount claimed to be due or by procuring the discharge of the lien in court. Any amount paid by the CDA to discharge the lien(s) and all other reasonable expenses, including attorney's fees and interest at the rate of 18% per annum shall be paid by Contractor to the CDA.

Article 9 – CHANGES. Any changes to this Agreement must be in writing and signed by both Contractor and the CDA.

Article 10 – WRITTEN NOTICE OF CLAIMS REQUIRED. Claims by the Contractor or the CDA must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the party against whom the claim is being made. Pending final resolution of the Claim, the Contractor must proceed with the work of the contract and the CDA shall continue to make payments in accordance with the Contract Documents.

Article 11 – CONFLICT OF INTEREST. Neither Contractor nor any of Contractor's employees or subcontractors are employees of the CDA or have any financial interest in the Agreement.

Article 12 – STATEMENT OF PROCUREMENT POLICY. This Agreement shall comply with the CDA's Statement of Procurement Policy, including but not limited to compliance with the following provisions required by section V(C) of the Procurement Policy:

a. Termination for Cause

The CDA may terminate the Agreement if Contractor:

- i. Persistently or repeatedly fails to supply enough properly skilled workers or proper materials;
- ii. Fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and its subcontractors;
- iii. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- iv. Otherwise is guilty of a material breach of the Contract Documents.

When any of these reasons exist, the CDA may, without prejudice to any other rights or remedies it may have, and after giving seven days' written notice to Contractor and Contractor's surety, if any, terminate employment of Contractor and may, subject to any prior rights of the surety:

- i. Take possession of the site and all materials, equipment, tools and construction equipment and machinery on the site owned by Contractor;
- ii. Accept assignment of subcontracts;
- iii. Finish the work by whatever reasonable method the CDA deems expedient. On Contractor's request, the CDA shall furnish a costs incurred in finishing the work.

When the CDA terminates the Agreement for cause, Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the costs of finishing the work, the excess shall be paid to Contractor. If the costs of finishing the work exceed the unpaid balance, Contractor shall pay the difference to the CDA.

If, after termination for cause, it is determined that Contractor was not in default of its obligations under this Agreement, the rights and obligations of the parties will be the same as if the termination was for the CDA's convenience.

b. Termination for Convenience

The CDA may, at any time, terminate the Agreement for the CDA's convenience and without cause. Upon written notice from the CDA that the Agreement is being terminated for convenience, Contractor shall:

- i. Cease operations as directed by the CDA in its written notice;
- ii. Take actions necessary, or that the CDA may direct, for the protection and preservation of Contractor's work;
- iii. Except for work to be performed before the effective date of termination stated in the written notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

If the CDA terminates the Agreement for convenience, Contractor shall be entitled to payment for work executed and costs incurred by reason of the termination, but shall not be entitled to overhead and profit on the work not executed.

c. Equal Employment Opportunity

If the Contract Price exceeds \$10,000 and the Agreement's scope of work involves construction, Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41CFR chapter 60).

d. Anti-Kickback Act

If the Agreement's scope of work involves construction or repair, Contractor and its subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented by Department of Labor Regulations (29 CFR part 3).

e. Davis-Bacon Provisions of the United States Housing Act of 1937,

If the Contract Price exceeds \$2,000 and the Agreement's scope of work involves construction, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR part 5 when required by Federal grant program legislation.

f. Contract Work Hours and Safety Standards Act, reporting requirements,

If the Contract Price exceeds \$2,000 and the Agreement's scope of work requires Contractor to employ mechanics or laborers, Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 327-330) as supplemented by Department of Labor Regulations (29 CFR part 5).

g. Reporting Requirements

The CDA shall notify Contractor of any reporting requirements of any federal, state, or local governmental entities arising out of the Agreement and the contractor shall comply with such reporting requirements.

h. Patent rights

The CDA shall notify Contractor in writing of requirements and regulations pertaining to patent rights with respect to any discovery or invention that arises or is developed in the course of or under the Agreement.

i. Rights in Data,

The CDA shall notify Contractor of requirements and regulations pertaining to copyright and rights in data that arise or are developed in the course of or under the Agreement.

j. Access to Books, Documents, Papers and Records of the Contractor

The CDA and, when relevant, the Federal agency and Comptroller General of the United States or their authorized representatives, shall have access to all of Contractor's books, documents, papers, and records that are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts and transcriptions.

k. Retention of Required Records

Contractor shall retain all payroll records and other records required by any federal, state, or local governmental entity for three years after the CDA makes final payment under the Agreement and all other pending matters are closed.

l. Clean Air Act,

Contracts, subcontracts, and sub-grants in excess of \$100,000 must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857 (h)), sections 508 of the Clean Air Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

m. Energy Efficiency Standards,

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Article 13 - FAIR HOUSING POLICY AND INDEMNIFICATION:

- a. Contractor acknowledges that the CDA is a housing provider that complies with and operates within the requirements of federal, state and local fair housing law. The CDA does not discriminate against any person on the basis of race, color, religion, sex, handicap, familial status, or national origin.
- b. Sexual harassment is a form of discrimination that violates fair housing law. The CDA does not tolerate sexual harassment of residents or employees.
- c. Contractor shall comply with all federal, state and local fair housing laws.
- d. Contractor shall INDEMNIFY, defend and hold harmless the CDA, its owners and managers, and their respective partners, directors, officers, employees, servants, agents, representatives, and affiliates against any injuries, costs, and expenses (including, without limitation, all attorney's fees) caused by Contractor's acts or omissions in violation of applicable federal, state or local fair housing law.
- e. Any act or omission of Contractor in violation of federal, state and local fair housing laws shall be a material breach of this Agreement.

Article 14 – Data Privacy

“All rules and regulations set forth in the Minnesota Government Data Practices Act (coded as Minnesota Statutes, Chapter 13, sections 13.01 through 13.99), particularly those rules and regulations which address information about persons receiving assistance from the CDA and/or the location of CDA assisted housing, shall be complied with”

Acceptance by Dakota County CDA

(Signature of CDA Representative)

Tony Schertler
(Name Printed)

(Date)

Executive Director
(Title)

1228 Town Centre Drive
(Address)

Eagan, Minnesota 55123
(City, State)

Acceptance by Contractor

(Signature of Contractor)

(Name Printed)

(Date)

(Title)

(Address)

(City, State)

BID FORM

(Company)

Forward to:

Dakota County CDA

Attn: Vince Markell

- A. The undersigned, having carefully examined the Project Manual prepared by The Dakota County CDA for the following work: **Painting Contract Services (Dakota CDA), Minnesota**, and having examined the site and being familiar with the local conditions affecting the cost of the Work, hereby proposes to furnish all labor, material, equipment, tools, transportation, taxes and services necessary to complete the Work in accordance with the proposed Contract Documents for the following sums:

	Year 1	Year 2	Year 3
I. Occupied Units			
a. Stain killing prime coat—walls and ceilings			
standard rate	\$_____/sf	\$_____/sf	\$_____/sf
Davis-Bacon rate	\$_____/sf	\$_____/sf	\$_____/sf
b. Latex prime and finish coats—walls			
standard rate	\$_____/sf	\$_____/sf	\$_____/sf
Davis-Bacon rate	\$_____/sf	\$_____/sf	\$_____/sf
c. Latex prime and finish coats—ceilings			
standard rate	\$_____/sf	\$_____/sf	\$_____/sf
Davis-Bacon rate	\$_____/sf	\$_____/sf	\$_____/sf

II. Unoccupied (vacant) Units

- | | | | |
|--|------------|------------|------------|
| a. Stain killing prime coat—walls and ceilings | | | |
| standard rate | \$_____/sf | \$_____/sf | \$_____/sf |
| Davis-Bacon rate | \$_____/sf | \$_____/sf | \$_____/sf |
| b. Latex prime and finish coats—walls | | | |
| standard rate | \$_____/sf | \$_____/sf | \$_____/sf |
| Davis-Bacon rate | \$_____/sf | \$_____/sf | \$_____/sf |
| c. Latex prime and finish coats—ceilings | | | |

standard rate	\$_____ /sf	\$_____ /sf	\$_____ /sf
Davis-Bacon rate	\$_____ /sf	\$_____ /sf	\$_____ /sf

Bid Form (Continued)

	Year 1	Year 2	Year 3
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III. Miscellaneous

- a. Additional coat of paint (wall, ceiling, occupied, or unoccupied)—to be approved by the CDA. The price includes material and labor.

standard rate	\$_____ /sf	\$_____ /sf	\$_____ /sf
Davis-Bacon rate	\$_____ /sf	\$_____ /sf	\$_____ /sf

- b. Labor cost per man hour for additional surface prep, drywall repairs, and painting.

standard rate	\$_____ /hr	\$_____ / hr	\$_____ / hr
Davis-Bacon rate	\$_____ / hr	\$_____ / hr	\$_____ / hr

- c. Provide a price for installing, running, and removal of an ozone machine (after painting).

standard rate	\$_____ /day	\$_____ / day	\$_____ / day
Davis-Bacon rate	\$_____ /day	\$_____ / day	\$_____ / day

A Bid Guarantee is required for the total amount of base bid plus all alternates; shall be based on a contract amount of \$150,000.00. The cost of the Bid Guarantee is the sole responsibility of the Contractor, no matter which combination of alternates the CDA accepts or not accepts.

B. GENERAL

1. Accompanying this proposal is bid security in the form of a _____ in the amount of \$_____. The bid security noted above includes the combination total of the base bid plus the total of all alternates.

The undersigned agrees that if this proposal is accepted and the undersigned refuses to enter into a Contract with the CDA on the terms stated in this Bid or fails to furnish satisfactory Performance and Payment Bonds in accordance with the Bidding Documents, this bid security shall be forfeited to the CDA, not as a penalty, but as liquidated damages.

2. The undersigned agrees, if awarded the Contract, to enter into a Contract with the CDA and will execute the Agreement and furnish satisfactory Performance and Payments Bonds in accordance with the Bidding Documents.
3. The undersigned agrees that this proposal may not be withdrawn for a period of (60) calendar days immediately following the date of receipt of bids. It is understood that the CDA reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate in any order or combination.

4. Addenda Nos. _____ have been received and incorporated in this Bid.
5. The Estimated cost of all materials related to this project inc. sales tax is \$ _____
6. The Estimated cost of labor related to this project is \$ _____
7. The Estimated cost of Permits, Overhead, Profit, etc. is \$ _____
8. I have reviewed the site conditions, the project manual/requirements, and required submittals in providing the costs for the noted services:
Legal Name of Person, Firm or Organization _____

Name _____

Address _____

By _____

Title _____ (Officer or Owner)

Submit this form as part of bid respons

Non-Collusion Form

Please print or type (in ink)

COMPANY NAME: _____

FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____

email: _____

In signing this quotation, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor, that this bid has not been knowingly disclosed prior to the opening of the bids to any bidder competitor; that the above statement is accurate under penalty of perjury.

This company will comply with all terms, conditions, specifications required by the Bidder in this Request for Bid and all terms of our bid response.

Authorized Signature

Title

Date

Submit this form as part of bid response

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED BY_____

CORPORATION_____

ADDRESS_____

PARTNERSHIP_____

PRINCIPAL OFFICE_____

INDIVIDUAL_____

PHONE_____

OTHER_____

(NOTE: Attach separate sheets as necessary)

1. How many years has your organization been in business?
2. How many years has your organization been in business under its present business name?
- 3: If a corporation answer the following:
 - Date of incorporation:
 - State of incorporation:
 - President's name:
 - Vice-President's name:
 - Secretary's name:
 - Treasurer's name:
4. If individual or partnership, answer the following:
 - Date of organization:
 - Name and address of all partners:
5. We normally perform _____% of the work with our own forces;
6. Have you ever failed to complete any work awarded to you? If so, note when
Where, and why:

7. List the construction experience of the principal individuals of your organization:
8. List your principal subcontractors:
9. List your principal suppliers:
10. List your bank references:
11. List three completed projects who may be contacted as references, type or work address, phone number and contact name.
- a.
 - b.
 - c.
12. List insurance requirements
- Name of insurance company:
- Name of insurance agent:
- Agents phone number:
13. Are you licensed by the State of Minnesota?

List other licenses held:

I certify that the above is true and complete and I authorize the Dakota County CDA to verify any information on this statement.

Signature_____ Date_____

Submit this form as part of bid response.