

September 18, 2023

Request for Bids

Jet Cleaning Contract Services

for the:

Dakota County CDA
1228 Town Centre Drive
Eagan, MN 55123

Contact:
Mitchell Millner
Contract Services Manager
Dakota County CDA
Office: (651) 675-4507
Fax: (651) 287-8042
mmillner@dakotacda.org

Table of Contents

	Page
Cover Sheet	1
Table of Contents	2
Invitation	3-4
Scope of Services	5
General Conditions	6-10
Public housing requirements & reporting	
Section 3 Requirements (applies to public housing sites)	10
Davis-Bacon Wage Determination-HUD form 52158	available upon request
HUD 5370-C Sections 1&2	available upon request
Fy 2014 Income Limits	available upon request
HUD 60002 Section 3 Summary Report	available upon request
Sample Contract	11-15
Non-Collusion Form (to be submitted in sealed envelope)	16
Contractor's Qualification Statement	17-18
(to be submitted in sealed envelope)	

8/1/2023

Invitation-

REQUEST FOR BIDDING (RFB)

**For Jet Cleaning Contract Services
Dakota CDA, MN**

Qualified contractors are invited to submit a BID PRICE for the above noted services. The contract will be awarded in the best interest of the CDA to the lowest, qualified bidder.

Bid due: **October 6th, 2023 before 10:00 AM (CDT)**

Contract start date: November 1, 2023

Contract completion: Three year contract.

Brief description of the work- to jet clean the water lines at the Dakota County CDA. The services are to be conducted annually with the exception of a couple sites.

This is a formal bid process. Bids need to be sealed. Bids must be dropped off or mailed. Bids cannot be faxed or e-mailed.

There will be a public opening of bids. For uniformity, please submit your bid on the **Bid Form** included in this Project Manual. All costs and alternates must be filled in; incomplete bids will be rejected. All price bids 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.

Contractor requirements:

The Contractor must be able to demonstrate that both the Contractor and its project superintendent have at least three years of experience with projects of this size and type of this one or larger. A list of at least three references and a minimum of three similar projects must be submitted to the CDA upon request.

The Contractor must have full knowledge of the services to be provided (as determined by the CDA). The Contractor must have a satisfactory credit standing, must have no delinquent tax liability, and must have the financial capability to perform under a contract for this project including the purchase of materials for the project. The Contractor must provide financial statements and credit references upon request.

The Contractor must not be in default on any contracts, must be in compliance with all tax laws of the State of Minnesota, must not be debarred by any institution or government agency as a result of performance of past contracts and must not be in violations of any provisions of contracts with the CDA.

The Contractor must not have been convicted of any criminal offense related to obtaining or attempting to obtain any public or private contract, or subcontract. The Contractor must not have been convicted, under any jurisdiction of law, for embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense that, in the opinion of the CDA, is related to business integrity, honesty or performance under contract.

The Contractor must, if so requested by the CDA, submit evidence of ability to obtain the required insurance, must submit references and evidence of compliance with the above requirements within (72) hours of the request.

(page two RFP continued)

The Contractor agrees to provide any information requested by the CDA both before and during performance under a contract that the CDA feels is required to verify the Contractor's compliance with the conditions of the price bid, the requirements of the Project Manual or the conditions of the Contract.

All CDA developments are tobacco free work zones.

The Dakota County Community Development Agency:

The CDA reserves the right to reject any/all price bids received, and to waive any informalities and irregularities in this price bid request.

The CDA reserves the right to reject any contractor that, in the opinion of the CDA, does not meet the listed requirements or is not a responsible or qualified contractor, or does not otherwise have the capability to perform under a contract.

Information supplied to the CDA is subject to the Minnesota Data Privacy Act (MN stat 13.01 et seq) and shall become public unless it falls within one of the exemptions of the act and is identified as such by the Contractor. The CDA assumes no responsibility to defend any action by a third party seeking to access material deemed to not be public information. The CDA will release any information to comply with a court order. The CDA assumes no responsibility for any damages claimed by a Contractor because of the release of information provided by the Contractor to the CDA.

Payment requests:

The CDA processes payment requests within (30) days on receipt and within (30) days of the work completion. Payment requests must have all properly completed paperwork accompanying the request to be processed. All invoices will be emailed to the Contract Services Manager before processing. The payments are to be sent out via USPS, and cannot be picked up.

Change orders:

All change order requests must have the signed (signed by both the contractor and CDA representative) change order paperwork prior to work taking place. Requests for change orders will not be allowed without the proper paperwork.

See the other sections of this RFP for further information and requirements.

Respectfully,

Mitchell Millner
Contract Service Manager
office: 651-675-4507
e-mail: mmillner@dakotacda.org

Scope of Services

The CDA has 29 Senior Buildings, , 25 townhome developments, and 1 Youth Housing Development. The Jet Cleaning Services are conducted annually at all sites except for Haskell Court. The primary goal of the cleanings will be to eliminate the occurrence of water line blockage.

1. Scope of Work—Jet Cleaning Requirements

a. General

Description of the work-

Senior Developments and Youth Building: Jet cleaning the water lines of all 1st floor kitchen sinks to the garage level and horizontally until they can be jet cleaned from the main water line. The main water line must then be jet cleaned to the city line. The services will be considered completed when all the debris has been evacuated from the water lines specified in this scope. Preventative Drain cleaning will be done for the community kitchen water lines at each site annotated on the Bid Form.

The catch basin in the garage of each site will be cleaned out annually while jet cleaning the building with at least 50 feet of the catch lines being jet cleaned.

All sites will be serviced annually.

Family Townhome Developments: Jet clean the kitchen line's of each unit to the main city line.

All main line jet cleaning must be done with at least a ½" remote hose.

b. Scheduling of Work and Paperwork

A yearly schedule must be produced at least one month before the first site is to be serviced to ensure there are no scheduling conflicts. This should be produced by email to the Contract Services Manager of the CDA.

All invoices should be emailed to Mitchell Millner, Contract Services Manager. They must include the word Invoice, have an invoice number, and have each site total separated for accounting purposes.

c. Identification

All service subcontractors shall have visible identification while on Dakota County CDA sites. The identification shall be a minimum of 3"x4" size with photo and have subcontractor's name. The text should be a minimum of ¼" 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's 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 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.

GENERAL CONDITIONS (continued)

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:

- 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

GENERAL CONDITIONS (continued)

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.

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 (or cashier's/bank check) is to be 5% of the bid amount. This contract is expected to be in excess of \$100,000/year. **Thus, a Bid Bond will be required with your bid in the amount of \$5,000.00.**

Section 3 Requirements (applies to the public housing sites only):

- 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. 1701u (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 2, 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 regulations in 24 CFR part 135, which implement 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 of 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 commitments 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, and qualifications for each; the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.
- d. 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 violation 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 require 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 (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- h. HUD 60002 form. Request this form from your CDA contact. This form will need to be filled out by the contractor gets a contract.

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 \$100,000.00 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.

Sample Only

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

Acceptance by Contractor

(Signature of CDA Representative)

(Signature of Contractor)

(Name Printed)

(Name Printed)

(Date)

(Date)

(Title)

(Title)

1228 Town Centre Drive
(Address)

(Address)

Eagan, Minnesota 55123
(City, State)

(City, State)

(Company Name)

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 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.

Bid Form

Site Name (# of Kitchen Sinks)	Site Address	Pricing Year 1	Pricing Year 2	Pricing Year 3
Argonne Hills (21)	17688 Junelle Path, Lakeville			
Cahill Commons (19)	5840 Cahill Avenue, Inver Grove Heights			
Cambrian Commons (20)	14736 Cambrian Avenue, Rosemount			
Cameo Place (16)	3101 Lower 147th St, Rosemount			
Carmen Court (18)	5825 Carmen Ave, Inver Grove Heights			
Cobblestone Square (19)	15848 Emperor Avenue, Apple Valley			
Cortland Square (19)	7385 157th St West, Apple Valley			
Crossroads Commons (30)	17725 Glasgow Avenue, Lakeville			
Dakota Heights (18)	337 15th Avenue North, South St. Paul			
Eagle Ridge Place (20)	12600 Eagle Ridge Dr, Burnsville			
Gateway Place (17)	975 South Robert Street, West St. Paul			
Haskell Court (17)	140 East Haskell, West St. Paul			
Hillcrest Pointe (23)	9170 Cahill Avenue, Inver Grove Heights			
Lakeside Pointe (19)	1200 Town Centre Drive, Eagan			
Main Street Manor (9)	8725 209th St, Lakeville			
Mississippi Terrace (14)	301 Ramsey St, Hastings			
O' Leary Manor (20)	1220 Town Centre Dr, Eagan			
Oakwoods East (17)	2061 Park Center Drive, Eagan			
Oakwoods of Eagan (20)	2065 Park Center Dr, Eagan			
Orchard Square (19)	7375 157th St West, Apple Valley			
Park Ridge Place (21)	330 East Burnsville Parkway, Burnsville			
Parkview Plaza (20)	730 South Plaza Dr, Mendota Heights			
River Heights Terrace (17)	1720 Thompson Ave, South St. Paul			
Rivertown Court (20)	1791 South Frontage Road, Hastings			
The Dakotah (15)	900 South Robert Street, West St. Paul			
Thompson Heights (20)	1350 Thompson Avenue, South St. Paul			
Vermillion River Crossing (21)	21400 Dushane Parkway, Farmington			
Village Commons (19)	720 Linden Street, West St. Paul			
Winsor Plaza (21)	20827 Howland Ave, Lakeville			
Lincoln Place ** (4)	1997 Gold Trail, Eagan			

**Youth Housing

TOTAL				
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Bid Form

Site Name (# of Kitchen Sinks)	Site Address	Pricing Year 1	Pricing Year 2	Pricing Year 3
Carbury Hills (32)	13430-13590 Carbury Way, Rosemount			
Cedar Valley (30)	17326-17358 Glacier Way, Rosemount			
Chasewood (27) located on 2nd level	7252-7330 W. 155th Street, Apple Valley			
Country Lane (29)	7754-7870 210th Street, Lakeville			
Erin Place (34)	Villa Parkway, Villa Drive, Cedar Pass & Ln, Eagan			
Glenbrook (39)	12525-12639 Glenbrook Way, Apple Valley			
Inver Hills (24)	8350-8389 Bravo Way, Inver Grove Heights			
Heart of the City (34)	E. Travelers Tr, 125th Street, 1st Ave, Burnsville			
Hillside Gables (24)	2400-2448 Lexington Avenue, Mendota Heights			
Keystone Crossing (36)	20688-20696 Keystone Avenue, Lakeville			
Lafayette	Bongard Way & Bolger Trail, Inver Grove Heights			
Lakeshore (50)	1302-1444 Shoreline Drive, Eagan			
Marketplace (28)	1601-1699 S. Frontage Road, Hastings			
Meadowlark (40)	20904-20997 Holiday Avenue, Lakeville			
Northwood (47)	Oak, Maple Street, Aspen Ct., Eagan			
Oak Ridge (42)	1613-1671 Oak Ridge Circle, Eagan			
Parkside (22)	1401-1441 122nd Street, Burnsville			
Prairie Crossing (40)	Icefall Way & Trail, Lakeville			
Prestwick Place (40)	Addison Avenue, Rosemount			
Quarryview (45)	15366-15476 Emblem Way, Apple Valley			
Riverview Ridge (27)	3160-3214 Riverview Avenue, Eagan			
Spruce Pointe (24)	7801-7873 Chandler Lane, Inver Grove Heights			
Twin Ponds (51)	22250-22247 Twinpond Circle, Farmington			
West Village (21)	1725-1789 S. Frontage Road, Hastings			
TOTAL				