Request for Proposal
Painting Services 5-2021

Issued by: 2/25/2021

Scott County Community Development Agency
323 South Naumkeag Street
Shakopee, MN 55379
Phone: 952-402-9022; Fax: 952-496-2852; Email: bids@scottcda.org
CDA Contact: Julie Siegert, Housing Director

Requests for Proposals:

The Scott County CDA requests a written Proposal for painting and related services for the contract period of **April 1st, 2021 to March 31st 2022**. This contract may be extended twice in one year increments, not to exceed March 31st, 2024.

The requested service shall be performed at multiple locations owned and managed by the CDA in Scott County including the cities of Shakopee, Savage, Prior Lake, Jordan and Belle Plaine. Turn history from 2018, 2019 and 2020 is provided as a historical reference later in this document and may or may not be indicative of the extent of work proposers might expect. The SCCDA makes no guarantees as to the volume or frequency of work that might be performed during the contract period. Contractor accepts that actual square footage, style, and/or dwelling composition may differ from the descriptions provided.

Please insert your bid in the space(s) provided and return an executed copy of an executed HUD-5369-C, a completed SCCDA-01 CONTRACTOR COMPLIANCE FORM, and the Resposible Contractor Verification of Compliance to the above address no later than 9:00 a.m. on Friday, March 12th. If bids are returned by mail, the bidder is responsible for mailing proposals sufficiently in advance to be received prior to the specified time for receiving bids.

By submitting a proposal to the SCCDA for this RFP, you are agreeing to all of the terms outlined in this RFP document.

Submittals:

1. Proposal Evaluation Criteria
    a. Business Capabilities
    b. Experience
    c. Section 3 Compliance
2. Attachment A: Pricing Sheet in separate, sealed envelope
3. Executed HUD-5369-C: Certifications and Representations of Offerors, Non-Construction Contract.
4. Executed SCCDA-01: Contractors Compliance Form
5. Responsible Contractor Verification of Compliance

Please submit proposals to:
Bids@scottcda.org
or
Scott County CDA
Attn: Julie Siegert
323 S. Naumkeag Street
Shakopee, MN 55379

Please mark "**Painting Services RFP 5-2021**" on your package.

Evaluation Criteria

The SCCDA reserves the exclusive right to select or reject the firm(s) that it deems to be in the best interest to accomplish the work specified herein. The selection committee will review and evaluate the written responses to the RFP. Firms making proposals must respond in writing to all requirements of this RFP.

Experience (40 points): Describe your experience in working on HRA/CDA type of units and other relevant experience working on rental units. Include at least three references from contracts of similar size. Include location of projects, contact name, address, telephone number, and dollar amount of contracts.

Cost (30 points): Please complete Attachment A: Pricing. Submit Attachment A: Pricing in a separate, sealed envelope.

Business Capabilities (20 points): Provide a brief history of your firm, staff size and experience. Describe your company's ownership and if it includes minority or women. Include information regarding the business structure and financial statements for the most recent fiscal year prepared by a Certified Public Accountant. Supply list (name, address, telephone number, license number where applicable, and type of work) of subcontractors and suppliers to be used on this contract

Section 3 (10 points): Describe your company's Section 3 (24CFR 135) status and your plan for Section 3 compliance with this project, if any. See attachment.

Scope of Work:

A. SCOPE

Contractor agrees to furnish all labor, materials, tools, equipment, machinery and supervision, if necessary, to successfully provide painting services, including related prep, patching and repair work, at CDA properties as requested on an "On Call" basis in a timely and professional manner.

- Timely completion shall mean within three (3) business days for one and two bedroom apartment units and five (5) business days for non-apartment units of all bedroom sizes upon notification of painting authorization.
- Professional manner shall mean that unit is in "move in" condition at completion.

Surface Preparation:

1. Fill and/or repair all holes in the walls. If surfaces are not in proper condition for painting, Contractor shall contact the CDA to discuss change order prior to repairing, rebuilding or refinishing with work. All cuts, openings and/or damage to the building made by the Contractors and/or subcontractors in completing the project shall be properly repaired and patched to match existing in a good workmanlike manner and be made at the contractor's expense.

2. Contractor shall protect adjacent surfaces from paint smears, spatters and over-spray. Cover and/or remove hardware and fixtures not being painted; uncover and/or re-install upon completion.

3. Painting around switch plates, outlet covers, cable plates, and phone jacks is not acceptable. All switch plates and outlet covers are to be removed if present. Phone jacks and cable plates may be loosened and protected so that the wall may be painted underneath.

Application:

1. Apply materials evenly without runs, sags, crawls, or other defects. Mix paint to proper consistency, brush out smooth, leaving minimum of brush marks. Protect adjacent surfaces from paint smears, splatters and over spray.

2. Apply material on walls by brush or roller only:
   2 coats, CDA color (soft white) or (kilm beige) from Sherwin Williams or equivalent to.

3. Ceilings are typically textured and material may be applied by brushes, rollers or spraying. Ceiling color to be Sherwin Williams ProMar 200 interior latex flat white (Priming is required before applying the ceiling white.)

4. Spread evenly and smoothly to avoid runs, sags, brush marks, air bubbles, and excessive roller stipple. No runs or drips will be accepted.

5. Paint all wall surfaces in all rooms including interior of closets.

6. When requested apply Oil based Kilz. (Example: nicotine unit or mildew)

Clean up:

1. On daily basis, keep premises free of accumulated debris and construction materials. At job completion, remove all surplus materials, scaffolds, tape, and debris.

2. Contractor shall be responsible for removing spilled, splashed, and splattered paint and/or overspray from finished items and surfaces – including but not limited to trim work, handrails and light fixtures – without marring, damaging, or disfiguring surfaces.

3. DO NOT DUMP PRODUCTS DOWN CDA UNIT DRAINS

Lead Determination:

1. Contractor shall be required to hold a Renovation, Repair and Painting (RRP) certification. The CDA will notify the contractor of the age of each building and a determination of the existence of lead based paint.

Asbestos Determination:

1. The contractor that is awarded the painting contract will be notified of any buildings that have any asbestos containing building materials**. In the case of having to disturb or come across areas that have asbestos containing material in poor condition you will need to contact the Scott County CDA immediately so we can have the areas abated by the proper abatement contractor.**

B. EQUIPMENT

Contractor recognizes that various materials and equipment may be required to fulfill SCOPE requirements and acknowledges that he/she owns or has access to materials and/or equipment necessary to fulfill SCOPE requirements.

C. INSURANCE AND LICENSURE

Contractor is prepared and agrees to provide proofs of insurance and licensure(s), as defined in the accompanying cover letter, upon notification of bid acceptance.

D. PAYMENT

1. The CDA shall pay the Contractor at the unit prices provided in this Contract.

   a.) The Contractor shall submit an invoice within 14 days of the date the job was completed to the CDA**. Indicate the date painting was completed, address, and unit bid price number, description and dollar amount of each item included in the payment request.**

   b.) An affidavit must be given to the CDA quarterly to certify that Contractor is compliant with the applicable minimum allowable Basic Hourly Wage Rate of $20.73 per hour (per HUD Maintenance Wage Rate Determination for Scott County effective 12/31/2022).

2. The CDA makes payments approximately every 30 days upon receipt of invoice.

3. Prior to making any payment, the CDA may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

E. CONTRACT MODIFICATIONS

The Contracting Officer may, at any time, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the work.

The Contractor must assert its right for such a change order, for an adjustment, by submitting a written statement describing the general nature of the change in work and the cost and/or additional time required Contractor agrees to invoice the Scott County CDA on a monthly basis or as requested by the CDA.

F. PROPOSED COSTS

The undersigned offers and agrees, if this Bid is accepted within thirty (30) calendar days, to the following unit pricing (see attachment A):

Historical Data

This information is provided as a historical reference and may or may not be indicative of the extent of work proposers might expect. The SCCDA makes no guarantees as to the volume or frequency of work that might be performed during the contract period. Contractor accepts that actual square footage, style, and/or dwelling composition may differ from the descriptions provided.

2018	2019	2020		
14	10	12	1 Bedroom	Approximately 560 Sq. ft. – one level apt. with Entry, Living/dining room combination, Kitchen, Bath, Bedroom, halls and closets.
15	21	9	2 Bedroom	Approximately 1045 Sq. ft. – one level apt. or duplex with Entry, Living/dining room combination, Kitchen, Bath, 2 Bedrooms, halls and closets.
14	14	12	3 Bedroom	Approximately 1274 Sq. ft. – two story, townhomes with Entry, Living/dining room combination, Kitchen, 2 Bath, 3 Bedrooms, halls and closets.
1	2	4	4 Bedroom	Approximately 1790 Sq. ft. – Split level townhomes with Entry, Living/dining room combination, Kitchen, 2 Bath, 3 Bedrooms, halls and closets.
0	1	0	5 Bedroom	Approximately 1976 Sq. ft. – Multi-level, single-family homes with Entry, Living/dining room combination, Kitchen, 2 Bath, 5 Bedrooms, halls and closets.
44	48	37	Totals	

Pricing Attachment 'A'

DESCRIPTION	UNITS ESTIMATED	X	RATE	=	PROPOSED UNIT COST	CDA will complete these two columns; See NOTES (c) , (d) UNIT FACTOR	EXTENSION
I. LABOR:	**Estimated Time to Complete, including but not limited to prep, patching/repairs, painting, clean up)**						
	(QTY.)		**(PER HOUR)**				
1) 1-bedroom unit		x	$	=	$	**12**	$
2) 2-bedroom unit		x	$	=	$	**12**	$
3) 3-bedroom unit		x	$	=	$	**13**	$
4) 4-bedroom unit		x	$	=	$	**2**	$
5) 5-bedroom unit		x	$	=	$	**1**	$
II. MATERIALS:	**Two (2) Coats CDA color (Soft white) or (kilm beige*) from Sherwin Williams or equivalent**						
	(QTY.)		**(PER GAL.)**				
6) 1-bedroom unit		x	$	=	$	**12**	$
7) 2-bedroom unit		x	$	=	$	**12**	$
8) 3-bedroom unit		x	$	=	$	**13**	$
9) 4-bedroom unit		x	$	=	$	**2**	$
10) 5-bedroom unit		x	$	=	$	**1**	$
11) *kilm beige - note any increase per gal from cost of white					$		
III. MISCELLANEOUS:							
					(proposed cost, material & labor)		
	Ceiling color to be Sherwin Williams ProMar 200 interior latex flat white						
11) Painting ceilings, per room					$	**10**	$
12) Painting ceilings, per unit							
	Labor		Materials		Ceilings Cost/Unit		
1-bedroom unit	$	+	$	=	$	**5**	$
2-bedroom unit	$	+	$	=	$	**5**	$
3-bedroom unit	$	+	$	=	$	**5**	$
4-bedroom unit	$	+	$	=	$	**5**	$
5-bedroom unit	$	+	$	=	$	**5**	$
13) Spraying texture on ceiling, per ceiling				=	$	**5**	$
					Additional costs		
14) Sheetrock replacement, per sheet				=	$	**4**	$
16) Primer/Kilz application	Labor/hr	+	Materials	=	$	**2**	$

Submitted by:

Company Name: _____

Authorized Signature: _____ Date of Proposal: _____

(sign above; print name below)

_____

SCCDA-01

CONTRACTOR COMPLIANCE FORM

This form must be filled out by all General Contractors and Sub-Contractors providing bids.

Project Address: **Painting Services -2021 Scott County CDA properties.**

SECTION I. CONTRACTOR INFORMATION

1. Name: _____

   Address: _____

2. Type of Business: _____

3. Are you licensed in the State of MN? ☐ YES ☐ NO License Number: _____

4. Women Business Enterprise? ☐ YES ☐ NO
   Minority Business Enterprise? ☐ YES ☐ NO If yes, enter Racial/Ethnic Code from Below: _____

5. Bidding as a ☐ General Contractor ☐ Sub-Contractor If Sub, indicate General Contractor Name:

6. Date of Site Visit: _____

7. Current number of Employees: _____
   Current number of Women Employees: _____
   Current number of Minority Employees: _____

If Minority Employees enter Racial/Ethnic Code from below:

Code:	_____	_____	_____	_____	_____	_____
Number :	_____	_____	_____	_____	_____	_____

8. Total Dollar amount of Bid: $_____ (If amount exceeds $100,000, please fill out Section II of this document).

SECTION II. New Hires when Bid Exceeds $100,000 (must comply with Section 3 requirements)

9. Number of employees to be hired for this contract:

10. Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired for this contract:

Racial/Ethnic Codes

1. White
2. Black/African American
3. American Indian or Alaskan Native
4. Asian
5. Native Hawaiian or Pacific Islander
6. Hispanic or Latino

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

_____ _____

General Contractor/Subcontractor Signature **Date**

The Scott County Housing and Redevelopment Authority does not discriminate on the basis of race, color, creed, national origin, sex, religion, marital status, status with regard to public assistance, sexual orientation or familial status, in the employment and/or the provision of services.

Equal Opportunity Housing and Equal Opportunity Employment

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/ offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/ offer that it:

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans
[ ] Hispanic Americans
[ ] Native Americans
[ ] Asian Pacific Americans
[ ] Asian Indian Americans
[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(l) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section 16C.285, subdivision 3. **Responsible Contractor, Minimum Criteria**. "Responsible Contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:

    i. is in compliance with workers' compensation and unemployment insurance requirements;
    ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
    iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
    iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, section 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:

    i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
    ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
    iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
    iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
    v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
    vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

    Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and*

6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

   *Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

1. **Contractor is in compliance with Minnesota Statutes, Section 16C.285,**
2. **I have included Attachment A-1, and**

Contractor Company Name	Date
Authorized Signature of Owner or Officer	Printed Name
Title	

ATTACHMENT A-1:FIRST-TIER SUBCONTRACTOR LIST
(Initial List)

SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE

Minnesota Statutes, Section 16C.285, subdivision 5. A prime contractor or subcontractor shall include in its verification of compliance . . . a list of all of its first-tier subcontractors that it intends to retain for work on the project.

NAMES OF FIRST TIER SUBCONTRACTORS (Legal name of company as registered with the Secretary of State)	**Company Address**	**Work To Be Performed**

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)

Agency Name:	LR 2000 Agency ID No:	Wage Decision Type:
Scott County HRA **323 S Naumkeag Street** **Shakopee MN 55379**	**MN184A**	☒ **Routine Maintenance** ☐ **Nonroutine Maintenance**
	Effective Date: **January 1, 2021**	Expiration Date: **December 31, 2022**

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Loretta Szweduik /s/, CIRS
HUD Labor Relations
(Name, Title, Signature)

11-17-20
Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
CONTRACTED ROUTINE MAINTENANCE		
Cleaning	$16.08	n/a
Maintenance Painter	$20.73	n/a
Snow Removal	$17.78	n/a
Lawn Maintenance	$17.78	n/a
Soft Floor Installer	$28.10	n/a
Maintenance Worker	$23.02	n/a
Carpet Cleaner	$16.08	n/a
		☐ The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial
		FOR HUD USE ONLY **LR2000:** **Log in:** **Log out:**

PROFESSIONAL SERVICES CONTRACT

This agreement is entered into between the **Scott County Community Development Agency, 323 South Naumkeag Street, Shakopee, MN 55379** hereinafter referred to as the "AGENCY," and _____, whose address is _____. Herein after referred to as "CONTRACTOR" for snow management services as outlined in the request for proposal issued by the Agency on _____. Finding that the 'CONTRACTOR' is willing to assist the 'AGENCY' in providing professional contract services, the 'AGENCY', and 'CONTRACTOR' do mutually agree as follows:

ARTICLE I – PERIOD OF CONTRACT

This agreement shall become effective and binding when signed by both parties.

This agreement shall terminate on or before _____ unless terminated pursuant to Article V. This contract, the request for proposal, and the subsequent proposal submitted by CONTRACTOR dated _____, represent the entire agreement between parties and supersedes all prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written change orders as provided elsewhere in this contract.

ARTICLE II – STANDARD AND SCOPE OF WORK

Contractor shall render its services at the same level of skill and diligence provided by experienced firms providing the same or similar services in the Twin Cities Area. Contractor shall refer to the request for proposal form for description of scope of services, as it may be modified by this agreement.

ARTICLE III – PAYMENTS

The AGENCY shall pay the CONTRACTOR as a fee for the services as stated in this contract, according to the proposal submitted on _____ and attached hereto. An invoice and excel spreadsheet detailing the date of service, service performed and charge for service must be received by the Agency within thirty (30) days of job completion. Payment shall occur within thirty (30) days upon satisfactory services completion for the pay period.

ARTICLE IV – GROSS RECEIPTS TAX

The CONTRACTOR shall be responsible for all payment of Federal, State, and FICA tax levied on amounts paid to CONTRACTOR pursuant to this agreement.

ARTICLE V – TERMINATION

This agreement may be terminated by either party upon written notice delivered to the other at least seven (7) working days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

ARTICLE VI – COMPLIANCE WITH THE LAW

CONTRACTOR will comply with all applicable federal and state laws, codes, regulations, municipal ordinances and regulations and will pay all costs, expenses, fees and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate

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federal, state and municipal agencies, with respect to all of the foregoing, and will hold AGENCY harmless from any and all losses or damage occasioned by the failure of the CONTRACTOR to comply with the terms of this paragraph.

In particular, and without limiting the foregoing, CONTRACTOR shall comply with:

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 701, et. Seq., and the regulation contained in 31 C.F.R. Part 51. This Act states in part that, "…all recipients of federal funds, whether in the form of a grant or a contract, shall review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated",

The Minnesota State Human Rights Act (Minnesota Statute, Chapter 363)

The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 through 12213, as applicable.

All applicable federal and state labor standards laws, including but not limited to labor standards and prevailing wage rates mandated by the "Davis-Bacon" Act and related acts; and

ARTICLE VII – CONTRACTOR'S INSURANCE AND BONDS

CONTRACTOR shall purchase and maintain at all times, during the performances of services, and for one (1) year thereafter, the following insurance.

Comprehensive General Liability Insurance of not less than $1,000,000. AGENCY shall be an additional name insured on the prime CONTRACTOR'S insurance policy.

Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than $ 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

Professional General Liability Insurance including owned, non-owned and hired vehicles in an amount not less than 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we receive a letter from you stating this.

Excess Umbrella Liability Policy in the amount of $1,000,000.00 will be additionally required if any of the above policies have lower limits than stated.

Workers' Compensation Insurance per Minnesota Statutes. In addition, CONTRACTOR must provide proof of insurance, whether or not the owners are covered or there are any employees.

If applicable, Professional Liability Insurance of not less than $1,000,000.

Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR with furnish AGENCY with certificates of insurance listing AGENCY as an "Additional Names Insured."

The following words must be on the certificate: "Thirty (30) days' advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation," must be crossed off the certificate.

ARTICLE VIII – STATUS OF CONTRACTOR

The CONTRACTOR and its employees are independent contractors performing professional services for the AGENCY. CONTRACTOR is an independent contractor, and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the AGENCY, Scott County, or

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any of their departments or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to the 'AGENCY' or to Scott County employees shall accrue to CONTRACTOR or employees of CONTRACTOR performing Work pursuant to the Contract.

ARTICLE IX – ASSIGNMENT

CONTRACTOR shall not subcontract any portion of the service to be performed under this agreement without the prior written approval of the AGENCY.

ARTICLE X – HOLD HARMLESS AGREEMENT AND INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless AGENCY from all actions, proceedings, claims, demands, cost, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, which result in any way or to any degree from the wrongful act or omission of the CONTRACTORS, its employees, agents, or servants.

ARTICLE XI – DISPUTE RESOLUTION

Any controversy of claim arising out of or relating to this agreement or the breach thereof shall be settled first by mediation, prior to the commencement of any legal action unless such action must be commenced to avoid the imminent expiration of the applicable statute of limitations, and in that case the action shall be stayed pending completion of good faith mediation. If mediation does not resolve the dispute either party may commence legal proceedings in a court of law with competent jurisdiction in Scott County, Minnesota.

ARTICLE XII – DATA PRACTICES

All data collected, created, received under this contract, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

ARTICLE XIII – RECORDS AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16B.06, Subd.4, CONTRACTOR agrees that the AGENCY, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transactions relating to this Contract.
CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

ARTICLE XIV – PRODUCT OF SERVICES: COPYRIGHT

All materials developed or acquired by CONTRACTOR under this agreement shall become the property of the AGENCY and shall be delivered to the AGENCY not later than the termination date of this agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the CONTRACTOR without the prior written approval of the AGENCY. All CONTRACTOR copyrighted materials remain the sole property of CONTRACTOR.

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ARTICLE XV – DISCRIMINATION

No person shall, on the grounds of race, color, religion, sex, national origin, familial status, disability, creed, marital status, public assistance status or sexual orientation be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.

ARTICLE XVI – MISCELLANEOUS

Neither party shall be responsible for delays in performance due to extreme acts of nature, war, government interference or other causes beyond its reasonable control including but not limited to a pandemic.

A waiver of any breach of this agreement is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.

If any provision of this agreement, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the agreement enforced.

ARTICLE XVII – CHANGES IN THE WORK

All changes in the Work shall be authorized only by written Change Orders signed by the 'AGENCY' and 'CONTRACTOR' before commencement of the services identified on the Change Order, and containing appropriate adjustments in payment and time.

ARTICLE XVIII – LIEN FREE PROJECT

CONTRACTOR shall ensure that the Project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If CONTRACTOR fails to pay for any labor, services or materials purchased for or used in the services, the AGENCY may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing CONTRACTOR. In the event any suit is filed against the AGENCY, asserting a claim or lien for labor, services, or materials purchased for or used in the Work, CONCTRACTOR, at its own sole cost and expense, including attorneys' fees, will defend such suit, indemnity and hold the AGENCY harmless, and pay any judgment rendered therein.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CONTRACTOR:

BY: _____
Owner

DATE: _____

AGENCY: Scott County Community Development Agency

BY: _____
Julie R. Siegert, Housing Director

DATE: _____

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