



Request for Proposal
A/C & Furnace Tune-Ups and Related Services (3 Year Term: 2024-2026)

Issued by:

Scott County Community Development Agency
323 South Naumkeag Street
Shakopee, MN 55379
952-402-9022 phone
952-496-2852 fax

Date of RFP Release:

Monday, March 4th

Due Date:

Wednesday, March 20th,
2024 by 12:00pm

CDA Contact/Questions can be sent to:

Nick Gillette
NGillette@ScottCDA.org
952-261-1089

Proposals sent to:

NGillette@ScottCDA.org or
CDA Office; 323 Naumkeag Street; Shakopee, MN 55379

Requests for Proposals:

The Scott County CDA requests a written Proposal for A/C and Furnace Tune-Ups and related services for the 2024, 2025, and 2026 cooling and heating seasons to be performed at multiple locations as defined on the attached Schedule "A". Make sure that you have both A/C and Furnace property listings.

Please provide a complete Proposal package and return to the above address **by 12:00pm on March 20th, 2024**. By submitting a proposal to the SCCDA for this RFP, you are agreeing to all of the terms outlined in this RFP document. We are hoping to have the tune ups completed in September.

Submittals:

1. Proposal Evaluation Criteria
 - a. Business Capabilities
 - b. Experience
2. Attachment B: Pricing Quote Form in separate, sealed envelope
3. Executed SCCDA-01: Contractors Compliance Form

Please submit proposals to:

Scott County CDA
323 S. Naumkeag Street
Shakopee, MN 55379

Please mark **"A/C and Furnace Tune-ups RFP"** on your package.

If proposals are submitted by mail, the bidder is responsible for mailing proposals sufficiently in advance to be received prior to the specified time for receiving such proposals. All proposals must be date and time stamped by our office.

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.

- 1. Experience (35 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.
- 2. Cost (30 points):** Please complete Estimate Cost per unit: Submit Attachment B: Pricing in a separate envelope.
- 3. Business Capabilities (25 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.
- 4. Timeline (10 points):** Please submit a timeline of the work to be performed as to the length time to complete the tune ups.

Scope of Work:

Furnace Tune Ups for the Scott County CDA (completed in 2024 and 2026 only of contract term)

Items to be performed:

- 1) Perform gas pressure check and adjustment to the correct manifold pressure where necessary
- 2) Check condition of the flue/venting system
- 3) Check the pilot / ignition system for proper operation
- 4) Inspect and clean flame sensor, pilot assembly, and main gas burners where necessary

- 5) Check the blower motor for proper smooth operation. Lubricate where necessary
- 6) Visually inspect the heat exchangers for visible cracks, and perform combustion test
- 7) Check operational controls and safety circuits (limit switches and rollout) for proper operations
- 8) Perform carbon monoxide test
- 9) Check for gas leaks near the immediate areas of the furnace.
- 10) Clean furnace condensate drain trap where applicable on 90% condensing furnaces
- 11) Clean the exterior "Fresh air intake" hoods where applicable on residences
- 12) Check and clean all blower fins for dust build up
- 13) Check to make sure equipment is installed per manufacture specs and to code

AC Tune Ups for the Scott County CDA (completed only in 2025 of contract term)

Items to be performed:

- 1) Clean and Check Coil
- 2) Check refrigerator level
- 3) Check voltage
- 4) Check contactor
- 5) Check condenser fan blade
- 6) Check condenser motor bearing
- 7) Check high pressure switch
- 8) Check start capacitor
- 9) Check furnace filter
- 10) Check blower motor
- 11) Check thermostat
- 12) Check drain line

Required Equipment:

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

Special Conditions:

A. INSURANCE AND LICENSURE

Contractor is prepared and agrees to provide proofs of insurance and licensure(s), as defined below, upon notification of bid acceptance.

The following Insurance requirements apply:

1. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.
2. Commercial General Liability insurance of not less than \$1,000,000. The Scott County CDA shall be an additional name insured on the prime contractor's insurance policy.
3. Automobile Liability insurance of not less than \$1,000,000.

B. DAMAGES

Contractor may be held liable for damages by Contractor or contractor's agents done during tune up. We will notify contractor of sites with damage so they can make necessary repairs. Otherwise, charges will be assessed for any items not repaired.

C. PAYMENT

- The CDA may make payments approximately every 14 days upon receipt of an invoice.
- 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.

D. TERM OF CONTRACT:

The contract resulting from this RFP will be from date of award through December 31, 2024 and may be renewed for two additional one year periods, January 1, 2025 through December 31, 2025 and January 1, 2026 through December 31, 2026. Contingent upon a satisfactory performance evaluation of the Contractor, this contract may be renewed for these additional one year periods. A negotiated increase in labor and materials for each of the additional one year periods will be determined and agreed upon by both parties with the maximum of a 5% increase.

F. CONTRACT MODIFICATIONS

1. 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 to 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.

2. Any repairs of more than \$200 will need prior approval by CDA staff through a signed change order.

Years 1 2024			Year 2: 2025			Years 3: 2026		
Furnace Tune-ups Only			A/C Tune-Ups Only			Furnace Tune-ups Only		
City	Address	Units	City	Address	Units	City	Address	Units
	Shakopee			Shakopee			Shakopee	
Shakopee	2017 12th Ave	4	Shakopee	1211 Taylor Street	1	Shakopee	2017 12th Ave	4
Shakopee	1211 Taylor Street	1	Shakopee	1213 Taylor Street	1	Shakopee	1211 Taylor Street	1
Shakopee	1213 Taylor Street	1	Shakopee	1215 Taylor Street	1	Shakopee	1213 Taylor Street	1
Shakopee	1215 Taylor Street	1	Shakopee	1217 Taylor Street	1	Shakopee	1215 Taylor Street	1
Shakopee	1217 Taylor Street	1	Shakopee	1030 Eastview Circle	1	Shakopee	1217 Taylor Street	1
Shakopee	1030 Eastview Circle	1	Shakopee	1032 Eastview Circle	1	Shakopee	1030 Eastview Circle	1
Shakopee	1032 Eastview Circle	1	Shakopee	1891 E Shakopee Ave	1	Shakopee	1032 Eastview Circle	1
Shakopee	1891 E Shakopee Ave	1	Shakopee	1897 E Shakopee Ave	1	Shakopee	1891 E Shakopee Ave	1
Shakopee	1897 E Shakopee Ave	1	Shakopee	4064 Blakewood	1	Shakopee	1897 E Shakopee Ave	1
Shakopee	4064 Blakewood	1	Shakopee	4110 Blakewood	1	Shakopee	4064 Blakewood	1
Shakopee	4110 Blakewood	1	Shakopee	4106 Blakewood	1	Shakopee	4110 Blakewood	1
Shakopee	4106 Blakewood	1	Shakopee	4368 Blakewood	1	Shakopee	4106 Blakewood	1
Shakopee	4368 Blakewood	1	Shakopee	837 Providence Drive	1	Shakopee	4368 Blakewood	1
Shakopee	837 Providence Drive	1	Shakopee	1649 Countryside Drive	1	Shakopee	837 Providence Drive	1
Shakopee	1649 Countryside Drive	1	Shakopee	1820 Downing Street	1	Shakopee	1649 Countryside Drive	1
Shakopee	1820 Downing Street	1	Shakopee	795 Cobblestone	1	Shakopee	1820 Downing Street	1
Shakopee	795 Cobblestone	1	Shakopee	544 Roundhouse St	1	Shakopee	795 Cobblestone	1
Shakopee	544 Roundhouse St	1	Shakopee	619 Roundhouse St	1	Shakopee	544 Roundhouse St	1
Shakopee	619 Roundhouse St	1	Shakopee	679 Roundhouse St	1	Shakopee	619 Roundhouse St	1
Shakopee	679 Roundhouse St	1	Shakopee	1446 Roundhouse Circle	1	Shakopee	679 Roundhouse St	1
Shakopee	1446 Roundhouse Circle	1	Shakopee	884 2nd Ave East	1	Shakopee	1446 Roundhouse Circle	1
Shakopee	884 2nd Ave East	1	Shakopee	970 Fuller Street	1	Shakopee	884 2nd Ave East	1
Shakopee	1228 Clover Court	1	Shakopee	1530 6th Ave West	1	Shakopee	1228 Clover Court	1
Shakopee	1225 Tyler Street	1	Shakopee	1532 6th Ave West	1	Shakopee	1225 Tyler Street	1
Shakopee	1260 4th Ave West	1	Shakopee	1228 Clover Court	1	Shakopee	1260 4th Ave West	1
Shakopee	1272 4th Ave West	1	Shakopee	1225 Tyler Street	1	Shakopee	1272 4th Ave West	1
Shakopee	1284 4th Ave West	1	Shakopee	1260 4th Ave West	1	Shakopee	1284 4th Ave West	1
Shakopee	1296 4th Ave West	1	Shakopee	1272 4th Ave West	1	Shakopee	1296 4th Ave West	1
Shakopee	1507 4th Ave East	1	Shakopee	1284 4th Ave West	1	Shakopee	1507 4th Ave East	1
Shakopee	310 Shawnee Trail	1	Shakopee	1296 4th Ave West	1	Shakopee	310 Shawnee Trail	1
Shakopee	1995 Brittany Court	1	Shakopee	1507 4th Ave East	1	Shakopee	1995 Brittany Court	1
Shakopee	1413 McIntosh Circle	1	Shakopee	1409 McIntosh Circle	1	Shakopee	1413 McIntosh Circle	1
Shakopee	1409 McIntosh Circle	1	Shakopee	310 Shawnee Trail	1	Shakopee	1409 McIntosh Circle	1
Shakopee	323 Naumkeag St (CDA Office)	4	Shakopee	1995 Brittany Court	1	Shakopee	323 Naumkeag St (CDA Office)	4
Shakopee	1856 Parkway Ave	1	Shakopee	1413 McIntosh Circle	1	Shakopee	1856 Parkway Ave	1
Shakopee	1872 Parkway Ave	1	Shakopee	323 Naumkeag St (CDA Office)	5	Shakopee	1872 Parkway Ave	1
Shakopee	1897 Pintail Avenue	1	Shakopee	1856 Parkway Ave	1	Shakopee	1897 Pintail Avenue	1
Shakopee	3071 Pine Tree Lane	1	Shakopee	1872 Parkway Ave	1	Shakopee	3071 Pine Tree Lane	1
Shakopee	3075 Pine Tree Lane	1	Shakopee	1897 Pintail Avenue	1	Shakopee	3075 Pine Tree Lane	1
Shakopee	3079 Pine Tree Lane	1	Shakopee	3071 Pine Tree Lane	1	Shakopee	3079 Pine Tree Lane	1
Shakopee	3083 Pine Tree Lane	1	Shakopee	3075 Pine Tree Lane	1	Shakopee	3083 Pine Tree Lane	1
Shakopee	1349 Balsam Trail	1	Shakopee	3079 Pine Tree Lane	1	Shakopee	1349 Balsam Trail	1
Shakopee	1355 Balsam Trail	1	Shakopee	3083 Pine Tree Lane	1	Shakopee	1355 Balsam Trail	1
Shakopee	1361 Balsam Trail	1	Shakopee	1349 Balsam Trail	1	Shakopee	1361 Balsam Trail	1
Shakopee	1367 Balsam Trail	1	Shakopee	1355 Balsam Trail	1	Shakopee	1367 Balsam Trail	1
Shakopee	1328 Norway Trail	1	Shakopee	1361 Balsam Trail	1	Shakopee	1328 Norway Trail	1
Shakopee	1334 Norway Trail	1	Shakopee	1367 Balsam Trail	1	Shakopee	1334 Norway Trail	1
Shakopee	1340 Norway Trail	1	Shakopee	1328 Norway Trail	1	Shakopee	1340 Norway Trail	1
Shakopee	1346 Norway Trail	1	Shakopee	1334 Norway Trail	1	Shakopee	1346 Norway Trail	1
Shakopee	1352 Norway Trail	1	Shakopee	1340 Norway Trail	1	Shakopee	1352 Norway Trail	1
Shakopee	1358 Norway Trail	1	Shakopee	1346 Norway Trail	1	Shakopee	1358 Norway Trail	1
Shakopee	1353 Norway Trail	1	Shakopee	1352 Norway Trail	1	Shakopee	1353 Norway Trail	1
Shakopee	1357 Norway Trail	1	Shakopee	1358 Norway Trail	1	Shakopee	1357 Norway Trail	1
Shakopee	1361 Norway Trail	1	Shakopee	1353 Norway Trail	1	Shakopee	1361 Norway Trail	1
Shakopee	1365 Norway Trail	1	Shakopee	1357 Norway Trail	1	Shakopee	1365 Norway Trail	1
Shakopee	2015 Eaglewood Lane	1	Shakopee	1361 Norway Trail	1	Shakopee	2015 Eaglewood Lane	1
Shakopee	1101 Bluff Avenue E	1	Shakopee	1365 Norway Trail	1	Shakopee	1101 Bluff Avenue E	1
Shakopee	1109 Bluff Avenue E	1	Shakopee	2015 Eaglewood Lane	1	Shakopee	1109 Bluff Avenue E	1
Shakopee	1117 Bluff Avenue E	1	Shakopee	1101 Bluff Avenue E	1	Shakopee	1117 Bluff Avenue E	1
Shakopee	1125 Bluff Avenue E	1	Shakopee	1109 Bluff Avenue E	1	Shakopee	1125 Bluff Avenue E	1
Shakopee	1205 Bluff Avenue E	1	Shakopee	1117 Bluff Avenue E	1	Shakopee	1205 Bluff Avenue E	1
Shakopee	1213 Bluff Avenue E	1	Shakopee	1125 Bluff Avenue E	1	Shakopee	1213 Bluff Avenue E	1
Shakopee	1221 Bluff Avenue E	1	Shakopee	1205 Bluff Avenue E	1	Shakopee	1221 Bluff Avenue E	1
Shakopee	1221 Bluff Avenue E	1	Shakopee	1213 Bluff Avenue E	1	Shakopee	1221 Bluff Avenue E	1
Shakopee	1229 Bluff Avenue E	1	Shakopee	1221 Bluff Avenue E	1	Shakopee	1229 Bluff Avenue E	1
Shakopee	1237 Bluff Avenue E	1	Shakopee	1221 Bluff Avenue E	1	Shakopee	1237 Bluff Avenue E	1
	Savage		Shakopee	1229 Bluff Avenue E	1		Savage	
Savage	4104 West 124th Street	1	Shakopee	1237 Bluff Avenue E	1	Savage	4104 West 124th Street	1
Savage	4108 West 124th Street	1		Savage		Savage	4108 West 124th Street	1
Savage	4112 West 124th Street	1	Savage	4104 West 124th Street	1	Savage	4112 West 124th Street	1
Savage	4116 West 124th Street	1	Savage	4108 West 124th Street	1	Savage	4116 West 124th Street	1
Savage	4120 West 124th Street	1	Savage	4112 West 124th Street	1	Savage	4120 West 124th Street	1
Savage	4124 West 124th Street	1	Savage	4116 West 124th Street	1	Savage	4124 West 124th Street	1
Savage	5787 134th Street	1	Savage	4120 West 124th Street	1	Savage	5787 134th Street	1
Savage	4154 135th Street	1	Savage	4124 West 124th Street	1	Savage	4154 135th Street	1
Savage	4051 136 1/2 Street	1	Savage	5787 134th Street	1	Savage	4051 136 1/2 Street	1
Savage	12555 Cavell Avenue	1	Savage	4710 124th Street	1	Savage	12555 Cavell Avenue	1
Savage	4710 124th Street	1	Savage	4154 135th Street	1	Savage	4710 124th Street	1
Savage	7431 144th Street West	1	Savage	4051 136 1/2 Street	1	Savage	7431 144th Street West	1
Savage	7433 144th Street West	1	Savage	12555 Cavell Avenue	1	Savage	7433 144th Street West	1
Savage	7435 144th Street West	1	Savage	7431 144th Street West	1	Savage	7435 144th Street West	1
Savage	7441 144th Street West	1	Savage	7433 144th Street West	1	Savage	7441 144th Street West	1
Savage	7445 144th Street West	1	Savage	7435 144th Street West	1	Savage	7445 144th Street West	1
Savage	7447 144th Street West	1	Savage	7441 144th Street West	1	Savage	7447 144th Street West	1
Savage	13708 Inglewood	1	Savage	7445 144th Street West	1	Savage	13700 Inglewood	1
	Prior Lake		Savage	7447 144th Street West	1		13702 Inglewood	1
Prior Lake	4417 Priorwood	1	Savage	13700 Inglewood	1	Savage	13704 Inglewood	1
Prior Lake	4421 Priorwood	1	Savage	13702 Inglewood	1	Savage	13706 Inglewood	1
Prior Lake	22801 Panama Avenue	1	Savage	13704 Inglewood	1	Savage	13708 Inglewood	1
Prior Lake	16536 Franklin Trail SE	1	Savage	13706 Inglewood	1	Savage	13710 Inglewood	1
Prior Lake	16538 Franklin Trail SE	1	Savage	13708 Inglewood	1	Savage	13712 Inglewood	1
Prior Lake	16540 Franklin Trail SE	1	Savage	13710 Inglewood	1	Savage	13714 Inglewood	1
Prior Lake	16542 Franklin Trail SE	1	Savage	13712 Inglewood	1	Savage	13716 Inglewood	1

Prior Lake	5239 160th St SE	1	Savage	13714 Inglewood	1	Savage	13718 Inglewood	1
Prior Lake	5241 160th St SE	1	Savage	13716 Inglewood	1	Savage	13720 Inglewood	1
Prior Lake	5243 160th St SE	1	Year 2: 2022			Savage	13722 Inglewood	1
Years 1 2021			A/C Tune-Ups Only			Years 3: 2023		
Furnace Tune-ups Only			City	Address	Units	Furnace Tune-ups Only		
City	Address	Units	City	Address	Units	City	Address	Units
Prior Lake	5245 160th St SE	1	Savage	13718 Inglewood	1	Savage	4148B McColl	1
Prior Lake	5249 160th St SE	1	Savage	13720 Inglewood	1	Savage	4242 A McColl	1
Prior Lake	5251 160th St SE	1	Savage	13722 Inglewood	1	Savage	4242 B McColl	1
Prior Lake	5253 160th St SE	1	Savage	4148B McColl	1	Savage	4242 C McColl	1
Prior Lake	5253 160th St SE	1	Savage	4242 A McColl	1	Savage	4242 D McColl	1
Prior Lake	5255 160th St SE	1	Savage	4242 B McColl	1	Prior Lake	4417 Priorwood	1
Prior Lake	4080 Cates St	1	Savage	4242 C McColl	1	Prior Lake	4421 Priorwood	1
Prior Lake	4082 Cates St	1	Savage	4242 D McColl	1	Prior Lake	22801 Panama Avenue	1
Prior Lake	4084 Cates St	1	Prior Lake	Prior Lake		Prior Lake	16536 Franklin Trail SE	1
Prior Lake	6177 140th St NE	1	Prior Lake	4417 Priorwood	1	Prior Lake	16538 Franklin Trail SE	1
Prior Lake	4086 Cates St	1	Prior Lake	4421 Priorwood	1	Prior Lake	16540 Franklin Trail SE	1
Jordan	Jordan		Prior Lake	22801 Panama Avenue	1	Prior Lake	16542 Franklin Trail SE	1
Jordan	100 Chad Circle	1	Prior Lake	16536 Franklin Trail SE	1	Prior Lake	5239 160th St SE	1
Jordan	102 Chad Circle	1	Prior Lake	16538 Franklin Trail SE	1	Prior Lake	5241 160th St SE	1
Jordan	114 Chad Circle	1	Prior Lake	16540 Franklin Trail SE	1	Prior Lake	5243 160th St SE	1
Jordan	116 Chad Circle	1	Prior Lake	16542 Franklin Trail SE	1	Prior Lake	5245 160th St SE	1
Jordan	121 Chad Circle	1	Prior Lake	5239 160th St SE	1	Prior Lake	5249 160th St SE	1
Jordan	123 Chad Circle	1	Prior Lake	5241 160th St SE	1	Prior Lake	5251 160th St SE	1
Jordan	134 Chad Circle	1	Prior Lake	5243 160th St SE	1	Prior Lake	5253 160th St SE	1
Jordan	263 Augusta Court	1	Prior Lake	5245 160th St SE	1	Prior Lake	5255 160th St SE	1
Jordan	267 Augusta Court	1	Prior Lake	5249 160th St SE	1	Prior Lake	4080 Cates St	1
			Prior Lake	5251 160th St SE	1	Prior Lake	4082 Cates St	1
			Prior Lake	5253 160th St SE	1	Prior Lake	4084 Cates St	1
			Prior Lake	5255 160th St SE	1	Prior Lake	6177 140th St NE	1
			Prior Lake	6177 140th St NE	1	Prior Lake	4086 Cates St	1
			Prior Lake	4080 Cates St	1	Jordan	Jordan	
			Prior Lake	4082 Cates St	1	Jordan	100 Chad Circle	1
			Prior Lake	4084 Cates St	1	Jordan	102 Chad Circle	1
			Prior Lake	4086 Cates St	1	Jordan	114 Chad Circle	1
			Jordan	Jordan		Jordan	116 Chad Circle	1
			Jordan	100 Chad Circle	1	Jordan	121 Chad Circle	1
			Jordan	102 Chad Circle	1	Jordan	123 Chad Circle	1
			Jordan	114 Chad Circle	1	Jordan	134 Chad Circle	1
			Jordan	116 Chad Circle	1	Jordan	263 Augusta Court	1
			Jordan	121 Chad Circle	1	Jordan	267 Augusta Court	1
			Jordan	123 Chad Circle	1			
			Jordan	134 Chad Circle	1			
			Jordan	263 Augusta Court	1			
			Jordan	267 Augusta Court	1			
				Note:				
				We have 3 mini split				
				Fujitsu located at:				
				970 Fuller Street &				
				1530/1532 6th Ave West				
				TOTAL A/C Units	132			
TOTAL Furnace Tune-Ups			TOTAL Furnace Tune-Ups			TOTAL Furnace Tune-Ups		
						128		
TOTAL Furnace Tune-Ups						112		

**CONTRACTOR COMPLIANCE FORM**

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

Project Address: Scattered CDA properties in Shakopee, Prior Lake, Jordan, and Savage.

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 | 3. American Indian or Alaskan Native | 5. Native Hawaiian or Pacific Islander |
| 2. Black/African American | 4. Asian | 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, disability, 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

Scope of Work

A/C Tune-Ups Checklist

Things to be completed during tune-ups:

1. Clean and check condenser coil
2. Check refrigeration level
3. Check voltage
4. Check contactor
5. Check condenser fan blade
6. Check condenser motor bearing
7. Check high pressure switch
8. Check start capacitor
9. Check furnace filter
10. Check blower motor
11. Check thermostat
12. Check drain line

(ALL REPAIRS OVER \$75.00 NEED CDA APPROVAL BEFORE COMPLETING)

Scope of Work

Furnace Tune-Ups Checklist

Things to be completed during tune-ups:

- 1) Perform gas pressure check and adjustment to the correct manifold pressure where necessary
- 2) Check condition of the flue/venting system
- 3) Check the pilot / ignition system for proper operation
- 4) Inspect and clean flame sensor, pilot assembly, and main gas burners where necessary
- 5) Check the blower motor for proper smooth operation. Lubricate where necessary
- 6) Visually inspect the heat exchangers for visible cracks, and perform combustion test
- 7) Check operational controls and safety circuits (limit switches and rollout) for proper operations
- 8) Perform carbon monoxide test
- 9) Check for gas leaks near the immediate areas of the furnace.
- 10) Clean furnace condensate drain trap where applicable on 90% condensing furnaces
- 11) Clean the exterior "Fresh air intake" hoods where applicable on residences
- 12) Check and clean all blower fins for dust build up
- 13) Check to make sure equipment is installed per manufacture strict specifications

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

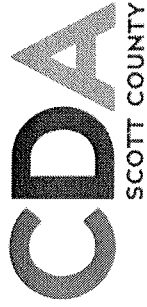
Title

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



Identification of Prime Contractors and Subcontractors

Project Name: _____

Project Location(s): _____

Please identify all subcontractors you will use on this project.

(S) Identify all material suppliers with an (S).

Update monthly as to additions, deletions or other changes.

Name	Address	Phone Numbers	Nature of Work	Date work to begin	Date work is to be completed

Completed On: _____ Revised On: _____

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 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 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.

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, CONTRACTOR, at its own sole cost and expense, including attorneys' fees, will defend such suit, indemnify 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:
