

Informal Bid No: DS051216

Bid for: Window Washing Services

Bid Due (no later than): May 26th, 2016 at 10:30 AM, local time

Buyer: David Schlueter, (612) 673-2834
david.schlueter@minneapolismn.gov

User Department: Property Services

Scope: Pricing Contract to provide all materials, labor, equipment and incidentals for providing Window Washing Services to the City of Minneapolis, all in accordance with the provided specifications and bid form.

Please return a signed Prevailing Wage Certificate with your bid response. The winning vendor(s) will be required to provide a Certificate of Insurance naming the City of Minneapolis as an additional insured for these services.

Online Posting of Informal Bids:

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Informal Bids Can Be Submitted By:

- Fax: (612) 673-2106
- Email: david.schlueter@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2nd Ave South, Room 552, Minneapolis, MN 55401

Automatic Bid/RFP Notification:

Visit the Purchasing website at -

http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
2. **Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
3. **Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance	\$100,000.00 each occurrence	
(Property damage liability)	\$300,000.00 aggregate	
Automobile Liability: Bodily Injury	\$100,000.00 per person	\$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence	\$300,000.00 aggregate

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -
<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

For a copy of the latest Prevailing Wage Rates - visit the Federal Website:

<http://www.wdol.gov/dba.aspx>

**Use the Rates for State of Minnesota - Hennepin County
Building
Highway**

PREVAILING WAGE CERTIFICATE

SUBMIT WITH ORIGINAL COPY OF YOUR BID

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the current U.S. Department of Labor, General Wage Decision for the State of Minnesota - Hennepin County.

SIGNATURE

Company Name

BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE

RETURN THIS FORM WITH YOUR BID

Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an additional insured.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

Bids Section 2- Window Washing Special Provisions:

(Revised: April 2016)

2.1 Scope of Specifications: The Contractor shall provide all necessary equipment, labor, materials, permits and licenses required for Window Washing, as herein described, for the City of Minneapolis, as outlined in the attached Window Washing Specifications: (see **Section 3**)

2.2 Definitions: For the purpose of this Specification, the following words are used in accordance with these definitions.

- A. Bidder:** Any individual, firm, partnership or corporation submitting a bid for the Work, acting directly or through a duly authorized representative.
- B. Owner or City:** The City of Minneapolis.
- C. City (Owner's) Representative:** The Supervisor, Building Services – Finance & Property Services, acting through their duly authorized representatives in the Property Services Division.
- D. Authorized Representatives:** An authorized designee as assigned by Supervisor, Building Services.
- E. Contract:** The binding agreement between the City and successful Bidder for the purchase of goods and/or services.
- F. Contractor:** The Bidder to who the contract is awarded.
- G. Sub-Contractor:** Any individual, firm, partnership or corporation having a direct contract with the Contractor, and including one who furnishes work to be incorporated in the Work according to the plans, specifications and drawings. Sub-Contractors shall have no contractual relationship with the City.
- H. Work:** Goods and/or services to be provided in accordance with plans, specifications.
- I. Inspector and/or Commissioning:** An authorized representative of the Owner, assigned to make any or all necessary inspections of the work performed and the materials furnished to the owner.

2.3 BID PRICES: The prices quoted in the bid shall include all direct and indirect, costs associated with labor, materials, supplies, equipment, programming, supervision and oversight necessary to fully complete the Work as set forth in the Scope of Work set forth in Section 3. Any items omitted therefrom which are clearly necessary for the completion of the Work, or its appurtenances shall be considered a portion of the Work though not directly specified.

2.4 INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, drawings, or other bid documents, he or she may submit to the Owner Representative, a written request for the interpretation thereof at least (8) days prior to the bid opening date. The person submitting a request will be responsible for its prompt delivery. Any interpretation of the bid documents will be made by an addendum duly issued and a copy of such addendum will be mailed or delivered to each person on record as receiving a set of bid documents. The City will not be responsible in any way for other explanation of the Bid documents.

2.5 MEASUREMENT: Prior to ordering any material or commencing any work activities, each Bidder shall verify all measurements and existing conditions and shall be responsible for same. No extra charge or compensation will be allowed on account of small or insignificant differences between dimensions and measurements indicated on the plans, specifications, drawings; and the difference which may be found,

shall be submitted to the City of Minneapolis for consideration before proceeding with the work. The following information is provided as a guide and should not be construed as exact, nor is it intended as a commitment on the part of City of Minneapolis. It shall be the bidders' responsibility to verify exact square footages if the estimated square footage provided is insufficient.

2.6 BID SUBMITTALS: The lowest responsible bidder will be determined by the City of Minneapolis after reviewing the required documents outlined below:

- A. All items on the bid form must be completed and submitted as part of your bid submittal in order to be considered a responsive bidder.
 - 1- Per Occurrence Pricing. Cost of full window cleaning, exterior, interior or both. For the purposes of this bid, the bidder will assume the City will require two (2) complete cleanings per year. The City reserves the right to cancel one cleaning per year with a two week notice
 - 2- Winning bidders responsible for verifying the ratio of interior/exterior glass as noted in attached document. Should the numbers provided in this bid packet differ from the square footage numbers as determined by the winning bidder, the variance will be added/deducted based on the cost per square foot outlined in the bid submission. The window washing contract will be awarded, based on combined bids for all facilities, including the additional window cleaning based on per square foot basis, to the lowest qualified bidder.
 - 3- Additional Work: Will be paid on a cost per square foot basis. The additional work shall be requested by the City in writing. The work will be limited to exterior glass window or door cleaning on inside and outside and possibly some exterior polished granite wall cleaning (with soap and water). For the purpose of bidding and evaluation of bids to determine the low bid, bidders shall base their cost per square foot price for a total of 2,000 square feet (as an anticipated total) for purposes of calculating and submitting their bid.

2.7 CONTRACTOR'S RESPONSIBILITIES:

- A. The Contractor Shall:
 - 1- Develop a schedule that outlines the corresponding scheduled dates and times for completion by facility. Any Interior window cleaning requires a 7 day notice to the Owner Representative.
 - 2- Be responsible for notifying the Customer Representative if there are changes in this schedule in order to facilitate proper notification to facility tenants.
 - 3- Provide a central point of contact, phone number and e-mail address, for all inquiries and or complaints related to their Window Washing operations.
 - 4- Respond to any customer requests within 1 business day, and all issues resolved in a timely manner that meets the expectations set forth by the City.
 - 5- Be responsible for coordinating all access needs, including ensuring all Contractor employees have City ID's, uniform (shirt) that display the Company's name.
 - 6- Be responsible for pulling all necessary permits, including obstruction permits, road closures in order to successfully complete the work outlined in the Section 3: Scope of Work.

2.8 BACKGROUND CHECK: Prior to the assignment of any person to a City of Minneapolis facility, a background investigation must be completed. This investigation will be conducted by independent agency

on behalf of the City. In addition to criminal history, it may include employment experience, verification of employee references and other pertinent information. This includes the procurement of each such person's record of conviction, if any, of a crime in the State of Minnesota, and anywhere in the United States, any United States' territory or possession, and, where reasonably indicated and available, all other countries.

(Exhibit A)

- A. The City of Minneapolis shall bear the cost of each background investigation.
- B. The City will provide the Contractor with the appropriate number of disclosure/release consent forms. These forms are to be completely and legibly filled out by each prospective employee. The Contractor must submit all required consent forms to the City at least 20 business days prior to the start of the contract.
- C. City of Minneapolis will process each application and notify the Contractor of the results no later than five (5) business days prior to the start of the contract. Background investigations will be completed on all personnel on the contract anniversary date and for any contract renewal.
- D. The use of substitute employees as a temporary fill is prohibited without a background investigation on file with the City.
- E. Respecting an employee's criminal record, the guidelines of Minn. Stat. Ch. 364 (1994), it being understood and agreed that the statute's application to the employee assignment decisions required hereunder in no manner impinges upon Contractor's independent contractor status regarding the contract. (Said guidelines consist of all the sections of said Chapter, except sections 364.05, 364.06, 364.07, and 364.10 except that the term "public" shall not apply and except that the term "hiring or licensing authority" shall mean the Contract.)
- F. The foregoing requirements relating to background investigation and employee assignment prohibition shall also apply fully to any and all owners of a firm, their officers, agents, employees, partners, representatives, volunteers, or any other person who might, for any reason whatsoever, come upon the premises of a City of Minneapolis facility on behalf or account of the contractor or any other person in connection with the contractor, whether or not there has been a specific assignment to a City of Minneapolis facility.

2.8 IDENTIFICATION CARDS, KEYS & UNIFORMS: The Contractor will make arrangements with the Property Services Division for all service personnel to have their photo taken and ID/Access cards issued at least five (5) business days prior to the contract start date by e-mailing Property.Services@minneapolismn.gov

- A. All Contractor employees are required to report lost or damaged ID cards to their Supervisor for replacement. The Contractor is responsible for retrieving and turning in ID cards to the Property Services Division located in room 181 of the Public Service Center when employees either resign or are terminated.
- B. All Contractor employees are required to wear a Contractor provided Uniform (T-shirt or vest with Company Name on it would suffice) and their City ID/Access card at all times on the job. The uniform shall prominently display the Contractors company name on the back of the uniform.

2.9 SAFETY

- A. The Contractor is responsible for ensuring that all OSHA required safety measures are implemented and adhered to by all crew members.

- B. If there are any breaches (false alarms) which are caused by Contractor personnel activities, City of Minneapolis reserves the right to charge back the contractor at the rate of up to \$100.00 per occurrence. The contractor shall further be held responsible for any breaches of security that are caused by their personnel.

2.10 INVOICING – BILLING FOR SERVICES:

- A. Payments for the Work are dependent on the approval of the City of Minneapolis Representative.
- B. The contractor shall submit a request for payment for all services provided to the City of Minneapolis on a monthly basis.
- C. Monthly invoices shall be e-mailed to: AccountsPayable@minneapolismn.gov
- D. If additional services not identified in the specification have been requested by an authorized representative of the City of Mpls, they shall be itemized separately, listing hours and hourly rates from the bid form, on the request for payment.

2.11 CONTRACT DURATION/EXTENSION:

- A. We will award a (3) year contract with a potential (2) year extension.
- B. The contract may be extended annually for the calendar year 2019, 2020 as agreed by both parties. An annual extension of the contract shall be accomplished and the extension shall be effective as of January 1 if the City gives the Contractor written notice of such extension for the next ensuing calendar year by December 1 of the preceding year. The City shall have the right to require the execution of a written contract amendment for each extension.

This is the last page of City of Minneapolis
Bids Section 2: Special Provisions-Window Washing

Bids Section 3- Window Washing Specification:

3.1 EQUIPMENT & SUPPLIES: The Contractor shall furnish all necessary machinery, tools, labor, materials, and supplies of every nature required, and shall fully complete the Work in accordance with the plans, specifications for the amount outlined on the bid form.

3.2 WORK TIMES AND DEFINITIONS

The window cleaning shall be completed two (2) times a year. The first cleaning shall start no earlier than June 1st and shall be completed no later than July 31st. The second cleaning shall start no earlier than October 1st and shall be completed no later than October 30th. The contractor shall give 2 days of notice before window cleaning commences. The contractor shall provide in writing, a schedule indicating the order in which the window cleaning will be completed at each location. Work shall be completed during normal business days (Monday through Friday) with the exception of recognized holidays, and between the hours of 7:00 a.m. and 3:30 p.m. Any work completed other than the hours described above will require the prior approval of the City. The City has the right to cancel any scheduled cleaning upon fifteen (15) day notice to contractor.

3.3 QUALITY OF WORK

All windows, transoms and mullions shall be considered clean and acceptable when all surfaces are clean and streak free with no visible deposits or residue on any surface. Any surface(s) included in the scope of work that does not meet these standards shall be re-cleaned by the contractor at no additional cost to the city.

3.4 INSPECTION OF WORKMANSHIP AND MATERIAL

Contractor shall contact Owners Representative to schedule inspections with 2 days' notice as facilities are completed. All workmanship, materials and If, in the opinion of the Owner's Representative, it is not expedient to correct inadequate Work not done in compliance with the Contract, the City shall have the right, to deduct the difference in value between the Work completed and that called for by the Contract, in accordance with competent cost estimates; and such deduction shall not be construed as a waiver, release or compromise of any other losses, costs, damages or causes of action of the City arising out of such non complying work specified to be completed.

3.5 DEFECTIVE WORK AND LIQUIDATED DAMAGES:

- A.** All Work not conforming to the requirements of these specifications shall be considered as defective and will be rejected. The Contractor shall immediately correct all such defective Work as ordered, in person or in writing via e-mail, by the Owner's Representative. Should the Contractor fail, or refuse to redo any defective work, or to make any necessary remedies in an acceptable manner and in accordance with the requirements of these specifications within the time indicated in writing, the Owner's Representative shall have the authority to cause the unacceptable Work to be corrected or completed with his/her own workforce at the Contractor's expense.
- B.** Any expense incurred by the City in completing the Work, which the Contractor has failed, refused to make, or is unavailable to make, shall be paid for out of any moneys due or to

become due the Contractor. A minimum charge will be \$25 per issue/incident or \$100 per hour for actual time spent correcting the deficiency. The continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to purchase materials, tools and equipment, and employ labor or contract with any other individual, firm or corporation to perform and complete the Work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof shall be deducted from any moneys due or which may become due under the Contract. Any work performed, as described in this paragraph, shall not relieve the Contractor in any way from its responsibility for Work performed.

- C. In order for the City to receive full operational value for the services provided by the contractor, liquidated damages will be set at \$ 50.00 per day, per facility, for any facility (location) listed on the Bid Form.

This is the last page of City of Minneapolis
Bids Section 3: Window Washing Specification

Bid #: DS051216
 Bids Due at 10:30 AM, Local Time
 May 26th, 2016

BID FORM

My \ Our bid to provide all materials, labor, equipment and incidentals for providing Window Washing Services to the City of Minneapolis, all in accordance with your specifications. Vendor must bid all items on the bid form or the bid may be deemed non-responsive.

Facility	Address	# of floors above grade	Approx. Sq. by floor	Total Square footage	Exterior-Square footage	Exterior Cost-Per occurrence	Interior-Square footage *	Interior Cost-Per occurrence *
Public Service Center	250 S 4th Street 55415	1	2,000	13,300	13,300		0	NA
		2	3,000					
		3	2,766					
		4	2,766					
		5	2,766					
City of Lakes	309 2nd Av S 55408	1	500	2,800	2,800		0	NA
		2	1,400					
		3	1,400					
Royalston Main. Fac.	661 N 5th Av 55405	1	5,000	6,774	5,974		800	
		2	974					
Currie Main. Fac.	1220 Currie Av N 55403	1	1,377	3,314	2,754		560	
		2	1,377					
Impound Lot Building	51 Colfax Av N 55405	1	2,844	2,844	2,484		360	
Precinct building #1	19 North 4th Street 55401	1	710	1,420	1,200		220	
		2	710					
Precinct building #2	1911 Central Av NE 55418	1	1,658	1,658	1,438		220	
Precinct building #3	3000 Minnehaha Av 55406	1	1,295	3,885	1,581		2,304	
		2	1,295					
		3	1,295					
Precinct building #4	1925 Plymouth Av N 55411	1	1,536	3,072	2,422		650	
		2	1,536					
Precinct building #5	3101 Nicollet Av 55408	1	4,346	4,346	4,009		337	
Animal Control	212 17 Av N 55411	1	803	803	541		262	
Emergency Operations	25 37th Ave NE Fridley 55421	1	2,332	2,332	2,332		0	NA
Hiawatha Maintenance	1901 East 26th Street	1	5,060	10,120	8,912		1,208	
		2	5,060					
Totals				56,668	49,747		6,921	

* Interior window cleaning will be conducted as needed and is not guaranteed work, year in and year out.

1. Additional Window Cleaning (not included in Bid Form) estimate 2,000 sq.ft. of potential additional work. \$ _____ / sq. ft.
2.
 - There is no guarantee of this additional work.

Please return the following documents with your bid:

- Bid Form – Prevailing Wage Certificate

F.O.B.: Destination

Acknowledge Addenda No. _____

Bid #: DS051216
Bids Due at 10:30 AM, Local Time
May 26th, 2016

BID # DS051216 – SIGNATURE PAGE

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and/or services described in the Invitation to Bid, designed to limit independent bidding or competition.

BIDDER _____

CIRCLE ONE: Corporation - Partnership - Individual

SIGNED BY _____
(Signature) (Name Printed)

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS _____