|  |  |
| --- | --- |
| Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St. Paul, MN 55155-4194 | Specification for Services Form  Commodities and/or non-professional technical service projects up to $50,000 for MPCA Contracts  Section 2  *Doc Type: Contract* |

***Insert the special instructions and technical specifications\* of the project here as part of the solicitation. Use basic format below:***

*\* Specifications must be approved in advance by the MPCA Project Manager. The MPCA Contractor may insert additional specifications as needed; however, those additional specifications cannot conflict with the General Terms and Conditions in the MPCA Request for Bid Form.*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Specifications for:** | | |  | | | | | | | | | | | |
| **MPCA site/project name:** | | | | |  | | | | | | | | | |
| **1.** | **Scope:** | | | | | | | | | | | | | |
|  | The work covered under this Subcontract shall consist of the labor, equipment, materials, tools, transportation and incidentals | | | | | | | | | | | | | |
|  | necessary for: | | |  | | | | | | | | | | |
| **2.** | **Location of work (project):** | | | | | | | | | | | | | |
|  |  | | | | | | | | | | | | | |
| **3.** | **MPCA Contractor contact name:** | | | | | | | | | | | | | |
|  | All inquiries, information and coordination with the MPCA Contractor relating to the scheduling of work, use of the site, and | | | | | | | | | | | | | |
|  | similar matters shall be directed to: | | | | | |  | | | | | | | |
|  | Address: |  | | | | | | | | | | | | |
|  | Phone: |  | | | | | Email address: | |  | | | | | |
| **4.** | **Schedule/time of completion:** | | | | | | | | | | | | | |
|  | The Subcontractor shall commence work within the shortest time possible after receipt of both the executed award and | | | | | | | | | | | | | |
|  | notification by the MPCA Contractor to commence work. The project shall be substantially complete by | | | | | | | | | | | | |  |
|  | and final completion shall be by | | | | |  | | | | . | | | | |
| **5.** | **Capitol complex jobsite guidelines:** | | | | | | | | | | | | | |
|  | If the project is located within the Capitol Complex, then the *Working at the Capitol: Job Site Guidelines and Parking Guidelines* become part of the specifications. They are located at <http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/>. | | | | | | | | | | | | | |
| **6.** | **Delays:** | | | | | | | | | | | | | |
|  | The Subcontractor shall notify the MPCA Contractor of any prospective delays in the completion of this project. Such notice shall be given as soon as the Subcontractor recognizes the prospect of a delay. | | | | | | | | | | | | | |
| **7.** | **Use of premises:** | | | | | | | | | | | | | |
|  | The Subcontractor shall cooperate with the MPCA Contractor in the scheduling and execution of the Work and use of the site, and shall notify the MPCA Contractor as far as possible in advance of the commencement of any work or operation, which would interfere with the use of the existing facility. | | | | | | | | | | | | | |
| **8.** | **Temporary facilities:**  **Check box if not applicable** | | | | | | | | | | | | | |
|  | The existing electrical service and distribution system may be used to provide temporary power, and if necessary, light to | | | | | | | | | | | | | |
|  | accomplish the task and the cost of all electrical energy used will be paid by (to be determined): | | | | | | | | | | |  | | |
|  | The Subcontractor shall be responsible for the cost of the installation and the removal of all temporary connections to the existing distribution system. Should any Subcontractor use such tools as would frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for Subcontractor’s own use and Subcontractor shall pay all energy and other costs for that service. | | | | | | | | | | | | | |
| **9.** | **Examination of site:  Check box if not applicable** | | | | | | | | | | | | | |
|  | Before submitting a proposal on the work contained in these specifications, each bidder should visit the site, examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Subcontractor’s misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions. | | | | | | | | | | | | | |
|  | To arrange a site visit prior to the bid, contact: | | | | | | |  | | | Phone: | |  | |
|  | (**Note:** If needed, this can be changed to mandatory visit and add the following sentence, “Responses received from companies that did not attend a pre-bid site visit will be rejected.”) | | | | | | | | | | | | | |
| **10.** | **Maintenance:** | | | | | | | | | | | | | |
|  | The Subcontractor will be required to maintain all finished work until final acceptance by the MPCA Contractor. | | | | | | | | | | | | | |
| **11.** | **Oral statements:** | | | | | | | | | | | | | |
|  | No oral statements made by any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions and specifications of Request for Bids, or the resulting award.  **Quality**   1. ***Workmanship.*** Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing. 2. ***Licenses.*** The state reserves the right to reject a response if the responder fails to provide the state adequate documentation of any required license. The state reserves the right to verify any required license prior to final award and at any time during the work. 3. ***Materials and systems.*** All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not contractor or manufacturer subscribes or belongs to said association. | | | | | | | | | | | | | |
| **12.** | **Storage of materials:** | | | | | | | | | | | | | |
|  | Subcontractor shall provide storage as required to protect and preserve all materials stored at the site. Subcontractor shall confine storage of materials and other apparatus to areas designated for such purposes by the MPCA Contractor. The Subcontractor shall properly secure, cover and protect materials and work and all State propertyagainst damage of any kind until this project is completed and ready to be turned over to the MPCA Contractor. | | | | | | | | | | | | | |
| **13.** | **Permits/Inspections:** | | | | | | | | | | | | | |
|  | The Subcontractor shall obtain all necessary permits/inspections required for the work and include the cost in its bid. | | | | | | | | | | | | | |
| **14.** | **Final inspection:** | | | | | | | | | | | | | |
|  | The Subcontractor is responsible to schedule an inspection prior to final acceptance of the MPCA Contractor. | | | | | | | | | | | | | |
| **15.** | **Price:** | | | | | | | | | | | | | |
|  | The Subcontractor is required to submit a MPCA Pricing Bid Sheet with its bid submittal. | | | | | | | | | | | | | |
| **16.** | **Warranty.** The Subcontractor shall provide a one-year warranty, which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Subcontractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by the MPCA Contractor. | | | | | | | | | | | | | |
| **17.** | **Health and safety:** | | | | | | | | | | | | | |
|  | The Subcontractor shall have, as appropriate, health and safety plans for all work performed under this Contract. The Health and Safety Plan shall address incident specific hazards and tasks. The corporate Health and Safety Plan shall be consistent with the requirements of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 104(f), U.S. Environmental Protection Agency (EPA) Occupational Health and Safety Manual and other applicable EPA safety guidance. A copy of the corporate Health and Safety Plan shall be submitted to the MPCA by the Subcontractors. | | | | | | | | | | | | | |

**List additional specifications/divisions of work here (if applicable):**

## *Note to Mpca Contractors: Everything required of Subcontractors must be provided or made available prior to bid opening. Before the award is made their Health and Safety Plans (HASP) must be available to be read whether submitted as an attachment, website, or other method given.*