### APPENDIX F

**SWIFT BUYER CODES FOR SPECIAL TERMS AND CONDITIONS – JUNE 12, 2012**

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<tr>
<td>AMPZAI</td>
<td>Award – Item, Group, Total</td>
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</table>
(AMPAAI) INFORMAL BID
THIS IS AN INFORMAL AMPBID. Non-electronic responses must be SIGNED and delivered to the name and address identified in the Internal Event Details on the Solicitation. The response must be submitted no later than the date and time called for in the Finish Time in the Event Details.

(AMPAAAS) FORMAL BID
THIS IS A FORMAL BID. FAX RESPONSES WILL NOT BE ACCEPTED. Non-electronic responses must be SIGNED and SEALED and delivered to the name and address identified in the Internal Event Details on the Solicitation. The response must be submitted no later than the date and time called for in the Finish Time in the Event Details. Information will be available to the public at the Finish due date and time.

(AMPCRT) CONSTRUCTION REQUIREMENTS
QUALITY

a. 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.

b. 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.

c. 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.

PAYMENT. Prior to final payment, the Contractor shall deliver an IC-134 - Withholding Affidavit for Contractor to the state agency along with the request for final payment/invoice. The IC-134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 visit http://www.taxes.state.mn.us.

ALTERATIONS. A response containing an alteration or erasure (this includes, but is not limited to using correction fluid and typewriter correction tape to make the alteration) of any price contained in the response that is used in determining the lowest responsible responder must be rejected unless the intended result of the alteration or erasure is clear and the alteration is authenticated by an authorized representative of the responder. An alteration or erasure may be made by crossing out the price information to be altered and printing or typing the correction in ink adjacent to the crossed-out information. Any alteration or erasure, however done, must be rejected unless it is initialed by an authorized representative of the responder before the scheduled solicitation opening.

SUBCONTRACTOR PAYMENT. In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the state, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1%-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of $100 or more will be $10.00. For an unpaid balance of less than $100.00, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney’s fees that were incurred in bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the state may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the state shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the state shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.
SITE VISIT. All vendors shall visit the site of the project, take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request. Vendors must contact the Agency representative to coordinate the date and time for their site visit.

LAWS AND REGULATIONS. Any and all services, articles, or equipment offered and furnished shall comply fully with all local, state, and federal laws and regulations, including Minn. Stat. § 181.59, prohibiting discrimination, and Minn. Stat. §§ 177.42 - 177.44, concerning prevailing wages.

NO ASBESTOS. No asbestos containing materials shall be brought on the project site, installed on the project, or used in the installation of work on the project.

HAZARDOUS MATERIALS. The Contractor is responsible for compliance with any requirements included in the solicitation regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the solicitation and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and the Owner will have the materials removed under a separate contract.

PREVAILING WAGE REQUIREMENTS. Pursuant to Minn. Stat. §§ 177.41 to 177.44 and corresponding Minn. R. 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available and that persons working on public works be compensated according to the real value of the services they perform. It is therefore the policy of this state that wages of laborers, workers, and mechanics on projects financed in whole or part by state funds should be comparable to wages paid for similar work in the community as a whole.

Applicability. This section does not apply to a contract, or work under a contract, under which:

(1) the estimated total cost of completing the project is less than $2,500 and only one trade or occupation is required to complete it, or

(2) the estimated total cost of completing the project is less than $25,000 and more than one trade or occupation is required to complete it.

The prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minn. Stat. § 177.43, “No laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent or other person doing or contracting to do all or a part of the work of the project, is permitted or required to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.” Nothing in this Contract shall be construed as prohibiting the Contractor or subcontractor paying a higher negotiated wage rate. This requirement does not apply to wage rates and hours of employment of laborers or mechanics who process or manufacture materials or products or to the delivery of materials or products by or for commercial establishments which have a fixed place of business from which they regularly supply processed or manufactured materials or products. This section applies to laborers or mechanics who deliver mineral aggregate such as sand, gravel, or stone which is incorporated into the work under the contract by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

To facilitate compliance pursuant to the statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract.
Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. All laborers, workers, and mechanics must be paid the prevailing wage rate for work performed on the project. If the wage certification or published prevailing wages do not include a rate for a classification of work used on the project, the contractor shall contact the Department of Labor and Industry to obtain a rate.

In accordance with Minn. Stat. §§ 177.30, subd. 4 and 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, a certified payroll report via E mail as attachments, a State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and Statement of Compliance Form as a PDF file to the appropriate E mail addresses listed on the Purchase Order.

The State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the MMD website at www.mmd.admin.state.mn.us/mn02000.htm. Submit the completed and signed State of Minnesota Prevailing Wage Payroll Report as a Microsoft Excel file and the Statement of Compliance Form as a PDF file, no other payroll forms will be accepted to meet this requirement with the exception of Mn/DOT (see below).

These completed forms must be furnished not more than 14 days after the end of each pay period.

The Subject Line on the Contractor's and Subcontractor's E mail must show the Firm name and the Contract Number or Purchase Order Number and the pay period ending date.

Failure to maintain records as required by Minn. Stat. § 177.30 (2010) may be fined up to $1,000.00 for each failure to maintain said records. This penalty is in addition to any penalties provided under Minn. Stat. § 177.32, subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

The Contractor is solely responsible for payment of all required Prevailing Wage rates. Further, the state will not be liable for increased labor cost, errors in the rates or classifications, or changes to same prior to the awarding of Contracts. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates are included in this specification. Said wage rates must be posted in at least one conspicuous place for the employees working on the project.

Any Contractor, subcontractor, or agent, who, after executing a contract in compliance with this section, pays to any laborer, workman, or mechanic employed directly on the project, a lesser wage for work done on the project than the prevailing wage rate, shall be subject to fine and imprisonment. This misdemeanor is punishable by a fine of not more than $700, or imprisonment for not more than 90 days, or both. Each agent or subcontractor shall furnish to the contractor evidence of compliance with this section. Each day a violation of this section continues is a separate offense.

In accordance with Minn. Stat. § 177.43, subd. 6a, upon issuance of a notice of a compliance order and withholding order issued by the Department of Labor and Industry to the Contractor of subcontractor or another employer pursuant to Minn. Stat. § 177.27, subd. 4 for violation of Minn. Stat. §§ 177.41 to 177.44, the Owner, as the contracting authority shall withhold payment of sufficient sum to the prime or general contractor on the project to satisfy the back wages assessed or otherwise cure the violation, and the owner must withhold the sum ordered until the compliance order has become a final order and has been fully paid or otherwise resolved by the Contractor.

If you have questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

**PERMITS AND INSPECTIONS.** The Contractor shall obtain all necessary permits/inspections required for the work and include the cost in their response.

**SALES & USE TAX.** In submitting the bid the responder is understood to have included in the bid price any applicable state or federal sales, excise or use tax on all materials, supplies, and equipment that are to be utilized on this project.
WARRANTY. The Contractor 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 Contractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by owner.

INSURANCE. Each bidder should include with their bid proof of insurance for general liability, automobile liability, and workers compensation. Failure to do so may result in rejection of the bid. A completed Certificate of Insurance is required prior to final award and before the work can begin.

DISPUTE RESOLUTION PROCEDURES. Any issue a responder has with the solicitation document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the buyer prior to the bid opening due date and time.

(AMPECL)
COPYER LEASE/PURCHASE. Unless otherwise specified, units must be new. Demo, remanufactured, or rebuilt units will not be accepted. Units must carry the manufacturer's serial number or the items will be rejected. Units must operate with recycled paper as provided through State of Minnesota master contracts. Unless otherwise stated, this Lease Purchase Agreement will have a $0.00 buyout at the end of the lease period. Units are to be delivered and set in place ready for use. All debris must be removed by the Contract Vendor.

(AMPECP)
PURCHASE OF COPIERS. Units must operate with recycled paper as provided through State of Minnesota master contracts. Units are to be delivered and set in place ready for use. All debris is to be removed by the Contract Vendor. Unless otherwise specified, units must be new. Demo, remanufactured, or rebuilt units will not be accepted. Units must carry the manufacturer's serial number or the items will be rejected.

(AMPECR)
RENTAL OF COPIERS. Unless otherwise specified, units must be new. Remanufactured, demo, or rebuilt units are not acceptable. Units must carry the manufacturer's serial number or the items will be rejected. Units must operate with recycled paper as provided through State of Minnesota master contracts. The rental charge must be a firm price for the full length of the rental agreement and must include maintenance, all parts and labor including drums and, with the exception of paper, all normal operating supplies (unless carried by Office Supply Connection). Units are to be delivered and set in place ready for use. All debris is to be removed by the Contract Vendor. The rental agreement may be extended for additional years upon the agreement of both parties. Rental is to be invoiced on a cost per copy basis monthly in arrears.

(AMPEDE)
DICTATION EQUIPMENT. Units must be current production models; UL approved, and carry the manufacturer's serial number. Units must be new; used models or demonstrators will not be accepted. Units must be covered by a one year full service warranty (parts, labor, and travel). The Contract Vendor shall have the capability to provide parts and service for immediate repair or replacement. If outside repair is required, a comparable loaner shall be supplied at no charge to the state. The state may require the responder to provide a demonstration, if requested, at the using agency's convenience.

(AMPEEP)
ELECTROSTATIC PAINTING OF OFFICE FURNITURE ON-SITE. Materials and Application. All paint is to be of the highest quality and applied with an "electrostatic process," to resist wear and chipping. All metal surfaces must be hand-sanded. Metal is to be washed with industrial soap and water. All chrome is to be masked. Paint is to be two-part epoxy. All debris and hazardous waste materials are to be removed from the job site in appropriate containers. All painting is to be done on site after 4:30 p.m. Files are generally full and will not be emptied, except for files containing magnetic filing tapes. The Contract Vendor shall conform to all OSHA requirements. Newspapers cannot be used to protect floors; a heavy duty tarp or heavy corrugated cardboard shall be used.
FURNITURE. The state reserves the right to decrease or increase quantities as budget allows. If an alternate is proposed, specifications for the alternate must be submitted with the response or the response may be rejected. Alternates are acceptable providing they are aesthetically and structurally equal to the specified product. Alternate fabrics are acceptable providing that they: are aesthetically equal to the specified fabric; pass the California technical bulletin #117 flammability test; have a Wyzenbeck abrasion test rating equal or better than the specified fabric (cotton duck abrader); have an equal or better light color fastness AATCC16A or E rating than the specified fabric; and have an equal or better wet crocking rating and dry crocking rating for AATCC8 testing; and have an equal or better pilling rate.

MICRO-IMAGING. Plain paper units must operate with recycled paper as provided through State of Minnesota master contracts. Unless otherwise specified, units proposed must be new. Only units in current manufacture shall be proposed. Units must carry the manufacturer’s serial number or the items will be rejected. The price must include installation and instruction in operation. The price must include a 90-day on-site service warranty by trained service representatives and include all parts, labor, and mileage to keep machines in first class running order. If outside repair is required, a loaner shall be supplied at no charge to the state.

POSTAGE EQUIPMENT. Unless otherwise specified, the units proposed must be new. Only the units in current manufacture shall be proposed. Units must carry the manufacturer’s serial number or the items will be rejected. The price must include installation and instruction in operation. The price must include a one year on-site service warranty by trained service representatives and include all parts, labor, and mileage to keep machines in first class running order. If outside repair is required, a loaner shall be supplied at no charge to the state. The state may require the responder to provide a demonstration at the using agency's convenience.

MERCURY CONTENT. As per Minnesota Statutes, the state cannot buy mercury in thermometers and certain other products. Please certify below if your product does or does not contain mercury. The actual product specification will stipulate if mercury is prohibited.

FOREIGN OUTSOURCING – ON HOLD

PRODUCT IT ACCESSIBILITY STANDARDS. The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at: http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Product Accessibility Information. By law, the State of Minnesota buyers must make purchasing decisions based on the accessibility of applicable IT products. The State of Minnesota buyers go to your web site to select IT products. In order for our buyers to make these decisions, they need information about the accessibility of IT products, which is achieved by reviewing a Voluntary Product Accessibility Template (VPAT). The VPAT template can be found at http://www.itic.org/index.php?submenu=Resources&submenu=Resources&src=gendocs&ref=vpat&category=resources

WEBSITE IT ACCESSIBILITY STANDARDS. The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf
Website Accessibility. To gauge the accessibility of the web site being proposed, responders should provide information about the web site’s functionality and will be awarded points as follows:

- Navigation elements exist such as heading levels and logical reading order
- Alternative text associated with images, charts, graphs and logos
- Descriptions are associated with every link
- Content is in html

(AMPGBC)
BACKGROUND CHECKS. After Contract award and prior to the start of Contract work, the Contract Vendor shall conduct background checks on all current and future employees that will perform the services required in the Contract. The background checks will be conducted through the State of Minnesota Bureau of Criminal Apprehension (BCA). Additionally, the state also reserves the right to request employee background checks be performed by the Contract Vendor through the Federal Bureau of Investigation. All costs associated with any background checks conducted by the Contract Vendor shall be the responsibility of the Contract Vendor.

The background checks must show any felony and gross misdemeanor convictions and any misdemeanors for which jail time may be imposed that disqualify the Contract Vendor’s employee from performing work on state property or in sensitive work areas. The Contract Vendor must review the results of these background checks.

If the completed background check on an individual employee has an offense on their record, the Contract Vendor must seek written approval from the entity issuing the work order and its Human Resources Department, prior to allowing that individual to work under the Contract. The state reserves the right to decline any Contract Vendor's employee with an offense on their record. A non-state agency should follow its procedures for verification of Contract Vendor employee acceptance and reserves the right to decline any Contract Vendor's employee with an offense on their record.

All entities must comply with the Minn. Stat.Ch. 364 on Rehabilitation of Criminal Offenders.

Before a Contract Vendor's employee is allowed onsite to work, the Contract Vendor must certify to the state that the Contract Vendor has a printed copy of the required background check on file and will keep it and other information on file and available for a minimum of six years for audit by the state. If requested, the results of the background checks shall be provided to the state by the Contract Vendor.

(AMPGCW)
COPYRIGHTED MATERIAL WAIVER. The state reserves the right to use, reproduce, and publish responses in any manner necessary for state agencies and local units of government to access the responses including but not limited to, photocopying, state intranet/internet postings, broadcast faxing, and direct mailing. In the event the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the state to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the state, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the state in the defense of any such action.

(AMPGDS)
DELIVERY/SET-UP. The equipment will be delivered and set in place ready for use. All debris is to be removed by the Contract Vendor. Areas are to be left vacuum cleaned.

(AMPGEP)
ENVIRONMENTAL PREFERENCE. A proportional preference of up to 10 percent will be given for post-consumer (PC) recycled content. (Note: No-preference will be given for recycled content less than 10 percent) For example, 90 percent recycled content would get a 9 percent preference, and 30 percent recycled content would get a 3 percent preference. The recycled content must be substantiated by the manufacturer’s published document, such as a specification sheet or product brochure. The document must accompany the response in order to obtain the preference. Claims of recycled
content without valid documentation included in the response will not receive a preference. The documentation must be clear and marked to show the applicable recycled content percentage. Failure to state the PC recycled content will result in no preference.

(AMPGES)
E-VERIFY CERTIFICATION. By submission of a proposal for services in excess of $50,000, the Contractor certifies that as of the date of services performed on behalf of the state, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the state. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at the MMD website. All subcontractor certifications must be kept on file with Contractor and made available to the state upon request.

(AMPGEX)
EXCEPTIONS. As stated in the General Terms and Conditions, the responder shall be presumed to be in agreement with the terms and conditions unless it takes a specific exception to one or more of the conditions.

The state will review any exceptions offered and reserves the right to accept or reject the offer; whatever is in the best interest of the state.

(AMPGFO)
FUNDING OUT CLAUSE. Notwithstanding any other cancellation clauses, the state may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The state must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The state is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The state will not be assessed any penalty if the Contract is terminated in accordance with this section.

(AMPGFR) FEDERAL REQUIREMENTS ON SOLICITATIONS
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification:
1. By signing and submitting this proposal, the prospective lower tier participant [vendor] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,
suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(AMPGHR) HUMAN RIGHTS COMPLIANCE (TEXT AND FORM REQUIRED)

AFFIRMATIVE ACTION. The state requires affirmative action compliance by its Contract Vendors.

- Covered contracts and Contract Vendors. One-time acquisitions or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000.00 requires completion of the Affirmative Action Certification questions found in the solicitation. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the state estimated total value of the contract exceeds $100,000.00, whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification questions. If the contract dollar amount or the state estimated total contract amount exceeds $100,000.00 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

- Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

- Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36, subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan is contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

**AFFIRMATIVE ACTION FOR DISABLED WORKERS**

1) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

5) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36, subd. 1 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the state.

f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**AMPGIP**

**OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives or other documents prepared by the Contract Vendor in the performance of its obligations under the Contract shall be the exclusive property of the state and all such material shall be remitted to the state by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without prior written consent of the state.

b. Rights, Title and Interest. All rights, title, and interest in all copyrightable material that the Contract Vendor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will be the property of the state and are, by the Contract, assigned to the state along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the state, to execute all papers and perform all other acts necessary to assist the state to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the state in performance of the Contract shall be considered “works for hire” as defined in the U.S. Copyright Act.

c. Intellectual Property Indemnification. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In
the event of any such claim by any third party against the state, the state shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify the state against any losses, costs, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the state. If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the state the right to continue using the materials or products or replacements or modified materials or products. If an option satisfactory to the state is not reasonably available, the state shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

(AMPGJV)

JOINT VENTURES. The state does not preclude joint ventures among groups of vendors when responding to the solicitation. However, one vendor must submit a response on behalf of all the others in the group. The vendor that submits the response will be considered legally responsible for the response (and the Contract, if awarded).

(EQ)

EQUIPMENT VENDOR CAPABILITIES. The Contract Vendor must be the original equipment manufacturer (OEM) or an authorized distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor.

If an authorized distributor or a manufacturer's representative is submitting an offer on behalf of the OEM, it must either:

- Be listed on the OEM's website as an authorized distributor or an authorized manufacturer's representative;
- Provide a letter from the OEM stating it is authorized to sell the product and that all OEM equipment warranties are applicable.

The Contract Vendor will be solely responsible for all warranty issues.

Pursuant to Minn. R. 1230.0150, subp. 20, responses from brokers will not be accepted.

(AMPGPR)

CONTRACT PRICE REDUCTIONS. Price reductions must be passed on immediately to the state whenever they become effective. During the life of the Contract any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than or discounts higher than those stated in the Contract must be given to the entities eligible to purchase from the Contract. Invoices for goods ordered or shipped or services performed during the decreases, rebate, or promotion, must immediately reflect such pricing.

(AMPGPW)

PREVAILING WAGE. If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by state funds, it is subject to prevailing wage laws in accordance with Minn. Stat. §§ 177.30-.32, 177.41-.44, Ch. 16B, and 16C. The Contractor is solely responsible for payment of any and all required Prevailing Wage rates. In accordance with Minn. Stat. § 177.30(4), 177.31, and 177.32 there are Contractor and subcontractor liabilities for failure to adhere to prevailing wage laws. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

(AMPGSA)

SUBCONTRACTORS ALLOWED. The use of subcontractors will be allowed for this Solicitation. Only subcontractors that have been approved can be used for this Contract.

After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the state's authorized representative, subcontract for the performance of any of the Contract Vendor's obligations that were not already approved for subcontracting when the Contract was awarded.
During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contract Vendor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contract Vendor. Notwithstanding approval by the state, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations contemplated by the Contract.

(AMPGSC)
PAYMENT OF SUBCONTRACTORS. In the event the Contract Vendor hires subcontractors to perform all or some of the duties of the Contract, the Contract Vendor understands that Minn. Stat. § 16A.1245 requires that any such subcontractor be paid within ten days of the Contract Vendor’s receipt of payment from the state for undisputed services provided by the subcontractor. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor, the state may, at its sole option and discretion, pay a subcontractor any amounts due from the Contract Vendor for work performed under the contract and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor, the state shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor. The Contract Vendor must ensure that the subcontractor transfers all intellectual or industrial property rights it may have in the work performed under the Contract to the state consistent with the intellectual property rights ownership section of the Contract. In the event the Contract Vendor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under the Contract, the state may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contract Vendor.

(AMPGSS)
SOLICITATION SECURITY. The responder must include a Solicitation Security and it shall accompany the response. Security furnished with the response shall be either a certified check made payable to the State of Minnesota or a corporate surety bond from a surety company authorized to do business in the state. If the responder fails to honor its response, the responder and its surety may be held liable to the state for damages directly or indirectly incurred as a result of such failure or liquidated damages when provided for in the Solicitation.

AMPIER EQUIPMENT INSURANCE REQUIREMENTS – WIZARD – TEXT ONLY

AMPIGR GENERAL INSURANCE REQUIREMENTS – WIZARD – TEXT ONLY

AMPISR SPECIAL INSURANCE REQUIREMENTS – WIZARD – TEXT ONLY

AMPICR CONSTRUCTION INSURANCE REQUIREMENTS – WIZARD – TEXT ONLY

(AMPLLP)
LEASE PURCHASE. Notwithstanding any other cancellation clauses, the state may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The state must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The state is not obligated to pay for
any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The state will not be assessed any penalty if the Contract is terminated in accordance with this section.

The state shall be relieved of all risk of loss or damage to the goods during periods of transportation, installation, and during the entire time the goods are in the possession of the state, unless and until such time as unencumbered title for the goods is vested in the state and the goods are in the exclusive possession of the state. If any loss or damage to the goods occurs while in the possession of the state, the state is relieved of risk of loss or damage to goods. If replacement or repair is not made within 30 days, the state will suspend payment on the lost or damaged goods until the goods are repaired or replaced.

If proposing third party financing, responders will provide all required contact information of the financing party when required by the state.

The State of Minnesota has the option to purchase the goods at any time during the lease period. Copies of the amortization schedule are to be included with the response. These will be used to determine the buyout amount. The balance of the principal shown will be the amount at which the unit will be purchased. Once a Contract for a lease/purchase has been awarded, all invoicing must come from and all payments be made to that Contract Vendor.

The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the state’s authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the state’s authorized agent of such a possibility at least 30 days prior to the sales, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

(RENTALS) Once a Contract for a rental has been awarded, all invoicing must come from and all payments be made to that Contract Vendor.

The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the state’s authorized agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the state’s authorized agent of such a possibility at least 30 days prior to the sales, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor’s right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

(PRINTING SAMPLES) Printing samples will be available for viewing at Room 112, Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155. In cases where the specifications and samples contradict each other, the written specifications prevail.

(PICK UP OF MATERIALS) Upon receipt of the purchase order, the Contract Vendor must pick up the material referred to in the solicitation at Room 112, Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155.
(AMPPPY) PRINTING. By state statute, paper used for printing purchases for the State of Minnesota shall contain at least 30 percent post-consumer material by weight. If requested the responder will provide the brand of paper and the mill that produces it. Printer must use soy-based or other agra-based inks, unless otherwise stated.

Any and all printed matter resulting from this solicitation is the property of the State of Minnesota. Any use of this matter, in any form, must be approved by the State of Minnesota. All preparation work and negatives/positives, plates, dies, color separations, etc., are the property of the state and must be returned or payment of the invoice may be withheld. Preparation work and negatives/positives are not to be used for non-state reproduction. Overruns or under-runs are not acceptable unless otherwise specified. Responders may be required to submit samples of similar work to verify ability to perform this project. All work is to be done in-house or, if subcontracted, the successful responder assumes all responsibility for quality, timeliness, and price.

(AMPPWT) PREVAILING WAGE FOR MN/DOT

Mn/DOT PREVAILING WAGE PAYROLL REPORTING REQUIREMENT

To meet Minn. Stat. § 177.43 requirement, the Contractor and Subcontractor(s) shall submit payroll forms according to Mn/DOT (Office of Construction, Transportation Building, Room 120, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

a. All contractors shall submit a payroll statement to the department (Minn. Stat. § 177.44, subd. 7). The statement shall be submitted based on the contractor’s payment schedule. If a contractor pays its employees weekly, a payroll statement shall be submitted weekly. If a contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (Mn/DOT Contract Administration Manual, Section .320). All contractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. § 181.10).

Each statement submitted shall include all employees that performed work under this contract and provide at a minimum the following information (Minn. R. 5200.1106, subp. 10 and Minn. Stat. § 177.30):

1. Contractor’s name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages

b. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1 - 11) of this section. However, contractors needing a payroll form may utilize the “front side” of the U.S. Department of Labor’s, WH-347-Payroll Form. This form is available by visiting the Labor Compliance website (www.dot.state.mn.us/const/labor/).

c. All payroll records must be accompanied with a completed and signed MN/DOT, 21658 - Statement of Compliance Form (Minn. R. 5200.1106, subp. 10).

d. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. § 177.30(1)-(4)).

e. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
f. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate, detailed earnings statement (Minn. Stat. § 181.032).

g. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. R. 5200.1106, subp. 10).

h. At the department’s discretion, the project engineer may administer the submission of payroll records according to MNDOT’s Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MN/DOT Contract Administration Manual, Section A(4)(d).

i. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available on-line at: http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprovdivastate.pdf.

(AMPSDE)
NON-MINNESOTA CONTRACTORS. Minnesota Statutes Section 290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed $50,000.

The statute allows for an exemption of this requirement under specific circumstances that are listed in the “Reason for Exemption” section of the Exemption from Surety Deposits for Non-Minnesota Contractors (SDE) form (see website link below). The Contractor must file a separate application for exemption for each purchase order that is over, or expected to go over $50,000 cumulative per calendar year.

In order to formalize this exemption you must, prior to being sent a purchase order, complete Form SDE, available at http://www.taxes.state.mn.us/forms/sde.pdf, and provide this department with a copy executed by the Department of Revenue or comply with requirements set forth by the Department of Revenue.

An out of state contractor must submit a completed form signed by the Department of Revenue prior to contract award. The correct address to send these forms for execution is:

Minnesota Department of Revenue
Mail Section 6501
St. Paul, MN 55146-6501

(AMPSSC)
SERVICE CONTRACTS. This is a solicitation for services and, if stated, may include commodities.

a. FUNDING OUT CLAUSE. Notwithstanding any other cancellation clauses, the state may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The state must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The state is not obligated to pay for any goods or services provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The state will not be assessed any charges or penalties if the Contract is terminated in accordance with this section.

b. PAYMENT METHOD. A state purchase order will be issued to the Contract Vendor in order to facilitate invoicing and payment. The state’s fiscal year (FY) begins on July 1st. If the contracted service should cross into a new FY, a new purchase order will be issued for the applicable FY term of the Contract.
SOFTWARE AGREEMENT. Responders are instructed to include with their bid any license agreements, maintenance agreements, or any other documents pertinent to this product. Review and approval by the state will be required prior to final award. Failure to provide any of the pertinent documents with your response may result in the state not agreeing to sign any additional documents, rejecting your response, and/or cancelling the award to your company.

DESCRIPTIVE LITERATURE. Responders shall include descriptive literature/technical specifications with their response. Failure to comply may result in rejection of the response.

FLAME RETARDANCY. A certificate of flame retardancy must be sent with the fabric.

INSTALLATION. The price is to include installation and instruction in operation.

LOCAL SERVICE REQUIRED. The state requires that local service for the equipment be available.

MAKE AND MODEL. Responders are required to provide the year, make and model of the equipment being offered.

MEAT. All smoked meats must be fresh (not frozen) unless otherwise specified. All other meat must be delivered fresh, unless otherwise specified. All meat must be according to USDA IMPS specifications. If no IMPS specifications are in effect, meat must be USDA inspected.

For each item, meat must be from one purveyor only; meat identified from more than one purveyor may be rejected. The state reserves the right to increase or decrease quantities as budget allows. Overages or underages will not be accepted. Deliveries will not have an IMPS certificate included, however, IMPS specifications are still in effect. Changes to these specifications are not valid unless authorized and published by the Materials Management Division. All Cryovac-packaged meats must be packed no more than three weeks prior to delivery. Meats processed by Maple Hill and Monfort will not be accepted. Meats processed by Excel and IBF are acceptable.

PRE-BID CONFERENCE. This Solicitation includes a mandatory pre-bid conference as defined in the Event Details. All vendors wishing to submit a response to this solicitation must attend this conference. A sign-in sheet will be used to verify attendance. Responses received from responders who do not attend the mandatory pre-bid conference will be rejected.

TRAINING. Training must be provided as detailed in the Specifications. Prices offered must include all aspects of the training specified.
(AMPTSV)
SITE VISIT. All vendors shall visit the site of the project, take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request. Vendors must contact the Agency representative to coordinate the date and time for their site visit.

(AMPTTI)
TRADE-INS. Where trade-ins are offered, information stipulated is in accordance with information furnished by the requesting agency; however, it is understood the successful responder shall accept units "as-is" even though the information may be incorrect. The responder shall assume responsibility for the inspection (prior to submission), pick up, and/or disposition of trade-in units. Award to be made with or without trade-in, whichever is in the best interest of the state.

(AMPTTR)
TRAILERS. Vehicles must conform to all applicable federal motor vehicle safety standards in effect on the date of manufacture. The responder must supply the trailer manufacturer's assigned federal motor vehicle identification number.

(AMPTVP)
VEHICLE PURCHASES. It is the intention of the State of Minnesota to begin purchasing electric vehicles, plug-in hybrid electric vehicles and neighborhood electric vehicles as soon as they become commercially available, meet the state's performance specifications, and are priced no more than ten percent above the price for comparable gasoline-powered vehicles. It is the intention of the state to purchase electric vehicles, plug-in hybrid electric vehicles and neighborhood electric vehicles whenever practicable after these conditions have been met and as fleet needs dictate for at least five years after these conditions have been met.

Authorized Signature. In order to be considered, responses to this solicitation must be signed by an owner or employee with legal authority to bind the responder. Responders must accept all orders at their principal place of business and must complete the affidavit of noncollusion included in the solicitation packet. For purposes of this solicitation, “principal place of business” is defined to include both dealership property and fleet offices, so long as both facilities are owned, rented or leased by the same party. “Principal place of business” is also defined to include fleet offices operated out of the residence of a dealership employee. Responders with dealership property and a fleet office must specify which facility shall receive orders.

The responder’s signature certifies that any offer submitted to the state’s solicitation process, that any vehicles quoted, proposed and delivered as a result of an award, conform to the manufacturer's specifications and will be equipped with OEM optional equipment, if requested, unless otherwise specified in the solicitation. It is agreed that any unit delivered that fails to meet the specifications will be replaced or brought up to specification at no additional expense to the state and that all vehicles and equipment quoted comply with the state and federal regulations in effect at the date of manufacture. Any deviation from specifications must be clearly indicated by the responder, otherwise the offer will be considered in strict compliance.

TG/ED Vendor Preference. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified Targeted Group (TG) vendors will receive a one-half percent (½%) preference and certified Economically Disadvantaged (ED) vendors will receive a one half percent (½%) preference on the basis of award. Note: This one half percent (½%) preference supersedes the six percent (6%) preference listed in the General Terms and Conditions. The preference is applied only to the first $500,000.00 of the response to the solicitation. Eligible TG and ED businesses must be currently certified by the Materials Management Division prior to the opening date and time.

Equipment Specifications. Any vehicle offered shall be the latest production model unless otherwise stated. Literature or specifications covering equipment offered should be included with the response. It is agreed that any unit delivered which fails to meet the specifications will be replaced or brought up to specifications at no additional expense to the state and all vehicles and equipment proposed will comply with the federal standards act in effect at the date of manufacture. Note: Where new federal GVWR requirements exceed state GVWR, they should be noted in the response; federal GVWR specifications will govern.
Winterization, pre-delivery make-ready, and warranty provisions are required on all vehicles. Vendor's signature certifies that vehicles offered conform to the specifications as stated and will be equipped with optional equipment as specified.

Vehicles offered must include all standard base package features plus all features outlined in the specification, if not included in the standard base package.

Unless otherwise stated in the specifications, the vehicle color choice will be indicated at the time of award and issue of the purchase order.

Contract Prices. Unless otherwise stated, all prices offered include delivery to the location(s) listed. Unit price and extension should be shown for each vehicle. In case of error, the unit price shall prevail. Lot prices will not be considered and may result in rejection of the response. Prices submitted should not include federal excise tax; the State of Minnesota is exempt. A federal excise tax exemption certificate will be furnished upon request.

Delivery days or weeks offered may be a factor in the award. The state reserves the right to reject a lower response which offers delayed or protracted delivery, in favor of a higher response which offers an earlier delivery.

The responder should include all manufacturer's literature for the vehicle being offered with the response.

Vehicle Preparation at Delivery Time. No delivery may be made on weekends, holidays, or after 4:00 p.m. on weekdays without prior approval by the agency where the vehicle is to be delivered.

Prior to delivery, the vehicle must be completely serviced by the Contract Vendor (dealer) or must be certified by the Contract Vendor (dealer) that it has been performed in accordance with the manufacturer's standard make ready recommendations.

The vehicle must contain at least one quarter (1/4) tank of fuel when delivered.

The Contract Vendor must notify the receiving agency at least 48 hours before delivery to allow for inspection and compliance prior to delivery. This inspection will be made to check workmanship, specifications, and compliance with manufacturer's make-ready procedures and will not preclude or replace final inspection and approval by the using agency. A copy of the factory make-up sheet and a copy of the make-ready service check list, signed by the service manager, must be available or review when vehicles are ready for inspection. This service list must accompany the invoice when the unit is delivered. All make-ready must be accomplished or certified by the delivering dealer that all work has been accomplished. Any work found incomplete, not covered by warranty, will be done in the field and the cost billed back to the Contract Vendor.

Each vehicle must contain a pre-delivery check sheet showing which operations have been performed on the vehicle by the selling dealer. Factory pre-delivery will not be acceptable. The manufacturer's Statement of Origin (MSO) must be delivered with the vehicle. The agency shown must be the same as the bill-to address on the purchase order for licensing and recall notices.

Dealer name plates, decals, etc., denoting the selling dealer may not be affixed in any manner to any vehicle delivered.

(AMPZNV) NONVISUAL ACCESS STANDARDS. Nonvisual access standards require:

that the effective interactive control and use of the technology including the operating system, applications programs, prompts, and format of the data presented are readily achievable by nonvisual means;

that the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;

that nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

that the nonvisual access technology must have the capability of providing equivalent services used by persons who are not blind or visually impaired.
(NOTE: It is the intent of the commissioner to award this solicitation to the response that complies with the Nonvisual Access Standards whenever practicable. When determining practicability, the Commissioner of Administration may evaluate, in addition to other factors, the price, availability, and quality of the product offered.)

**AWARD LANGUAGE**

**(AMPZAA)**
**AWARD--ALL OR NONE.** Responses that do not comply with the solicitation will be considered nonresponsive and will be rejected. The award will be made on an "all-or-none" basis. The responder must show the unit price and extension for each item and the sum total for all items. The unit price prevails.

**(AMPZAI)**
**AWARD--ITEM, GROUP, TOTAL.** Responses that do not comply with the solicitation will be considered nonresponsive and will be rejected. The award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. The state reserves the right to award items separately, by grouping items, or by total, whichever is deemed most advantageous to the state. The responder may quote "all-or-none," but unit prices for each item must be shown. The responder must specify if quoting "all-or-none."