Appendix Q – Effective August 27, 2019

Instructions for Agency Buyers to Complete Construction Solicitations

0.0 Overview. For the purposes of this document, the word “solicitation” refers to any Request for Bid (RFB), telephone quotes, or SWIFT Events issued by a certified buyer.

0.1 Intent. You can use these instructions to:

• Create a paper solicitation ($10,000 and under)
• Create an electronic SWIFT Event ($10,000.01 to less than $50,000)

PART A: INSTRUCTIONS

Section One: Authority for Local Purchase

1.1 Agency Authorized Construction. (Within the Certified Purchaser’s ALP Authority up to $50,000)
The maximum dollar value for construction purchases following these instructions is $50,000. An Agency can solicit and directly authorize construction provided that both cost limits and work scope are met.

Cost Limits. Construction solicitations can be processed by certified agency purchasers up to the level of their delegated authority. The procedures are defined in Part A Section 1.3 Construction Cost Limits.

Work Scope. Construction solicitations:

• Must be limited to repair and/or replacement work only;
• Must NOT require construction documents to be prepared and signed by design professionals (e.g. Architects, Engineers);
• Must comply with all codes, standards, and trade licensure requirements; and
• Must comply with all inspections required by such codes.

If you need help determining if a code applies, then you must contact the Construction Codes & Licensing Division, http://www.doli.state.mn.us/business

Note: You are responsible for establishing the scope and project requirements for the solicitation. Involve Real Estate and Construction Services (RECS) when necessary. https://mn.gov/admin/about/contact-us/recs.jsp

1.2 Agency Prohibited Construction.
Regardless of dollar amount limits, certain types of construction are always reviewed by Real Estate and Construction Services (RECS) as outlined below.

Cost Limits. RECS or delegated agency personnel must manage or assist with the following projects:

• All construction solicitations over $50,000.
• Construction solicitations $10,000.01 to less than $50,000 where Agency does not have ALP Authority.
1.3 Construction Cost Limits.

1.3.1 $5,000 or less. For all construction work estimated from $5,000 or less, you must obtain at least one bid. A TG/ED/VO contractor must be utilized if one is reasonably available, see Part A Section 2.1.8 Equity Select – Purchasing at $25,000 or Less. The TG/ED contractor directory is available on the OSP website at http://www.mmd.admin.state.mn.us/process/search/.

Create a paper solicitation to issue and receive bids. Instructions for creating a paper solicitation can be found at Part A Section 2.2 Instructions for a Paper Solicitation. Bids can be obtained via telephone, fax, in writing, or e-mail. However, you need to receive a final firm price on the paper solicitation Bid Form with a signature before issuing a purchase order. Additionally, a certificate of insurance meeting the requirements from the solicitation must be provided by the awarded responder before issuing a purchase order. Document the file with all solicitation documents and communications from responders.

For this dollar range, prevailing wages rates are required when only one trade or occupation is required to complete the work and the project is greater than $2,500. For Prevailing Wage requirements see Part A Section 2.1.3 Prevailing Wage and Part B Section 2.15 PREVAILING WAGE REQUIREMENTS. Attach a list of prevailing wage rates to the solicitation and let the contractor determine how many trades will work on the project. You must include an email address(es) to which the contractor is to submit the State of Minnesota Prevailing Wage Payroll and Compliance forms. (Note: There are special instructions for Mn/DOT regarding Prevailing Wage reporting. See Part B Section 2.15(A) Mn/DOT BUILDING CONSTRUCTION PREVAILING WAGE PROJECT INSTRUCTIONS.)

1.3.2 $5,000.01 - $10,000. For construction solicitations estimated from $5,000.01 to $10,000.00, you must send the solicitation to at least two contractors. A TG/ED/VO contractor must be utilized if one is reasonably available, see Part A Section 2.1.8 Equity Select – Purchasing at $25,000 or Less. The TG/ED contractor directory is available on the OSP website at http://www.mmd.admin.state.mn.us/process/search/.

Create a paper solicitation to issue and receive bids. Instructions for creating a paper solicitation can be found at Part A Section 2.2 Instructions for a Paper Solicitation. Bids can be obtained via telephone, fax, in writing, or e-mail. However, you need to receive a final firm price on the paper solicitation Bid Form with a signature before issuing a purchase order. Additionally, a certificate of insurance meeting the requirements from the solicitation must be provided by the awarded responder before issuing a purchase order. Document the file with all solicitation documents and communications from responders.

For this dollar range, prevailing wages rates are required when only one trade or occupation is required to complete the work and the project is greater than $2,500. For Prevailing Wage requirements see Part A Section 2.1.3 Prevailing Wage and Part B Section 2.15 PREVAILING WAGE REQUIREMENTS. Attach a list of prevailing wage rates to the solicitation and let the contractor determine how many trades will work on the project. You must include an email address(es) to which the contractor is to submit the State of Minnesota Prevailing Wage Payroll and Compliance forms. (Note: There are special instructions for Mn/DOT regarding Prevailing Wage reporting. See Part B Section 2.15(A) Mn/DOT BUILDING CONSTRUCTION PREVAILING WAGE PROJECT INSTRUCTIONS.) You must document the number of solicitations you sent in the SWIFT Procurement Component in the purchase order Header Comments box.

1.3.3 $10,000.01 to less than $50,000.

A. If the certified agency purchaser has $10,000 ALP certification:

- Set up an Open Market Requisition (“OMR”) document type in SWIFT and send to the appropriate Acquisition Management Specialist (AMS) or Buyer listed on the Office of State Procurement (OSP) website. Enter OSP as the Business Unit (BU number G0210).
• Make sure there are no other ALP certified buyers within your agency with a higher ALP Authority who could administer the solicitation before contacting OSP to administer the solicitation on your agency’s behalf.

B. If the certified agency purchaser has $25,000 or $50,000 ALP certification:
• The agency purchaser may process the solicitation up to their own ALP Authority limit.
• Process the solicitation on an OMR document type in SWIFT. See Part A Section 2.3 Instructions for an Electronic SWIFT Event.
• Send the SWIFT solicitation “invite” to a minimum of three (3) contractors, at least one of which must be a TG/ED/VO vendor if one is available via the “Bidder Invitations” section of the SWIFT Event. The current directory of TG/ED/VO companies may be found on the OSP website at http://www.mmd.admin.state.mn.us/process/search/.
• Attach a list of prevailing wage rates to the SWIFT Event. You must include an email address(es) to which the contractor is to submit the State of Minnesota Prevailing Wage Payroll and Compliance forms. Prevailing wage rates are required when only one trade or occupation is required to complete the project and the project is greater than $2,500 OR when the estimated total cost of completing the project is greater than $25,000. For Prevailing Wage requirements see Part A Section 2.1.3 Prevailing Wage and Part B Section 2.15 PREVAILING WAGE REQUIREMENTS. (Note: MnDOT projects have special instructions for prevailing wage reporting. See Part B Section 2.15(A) Mn/DOT BUILDING CONSTRUCTION PREVAILING WAGE PROJECT INSTRUCTIONS)
• Advertise the solicitation on OSP’s website, http://www.mmd.admin.state.mn.us/solicitations.htm. This is done automatically by SWIFT. Print a copy of the advertisement to document your file.
• Document the file with all solicitation documents and communications from responding contractors.

1.3.4 Project Estimated from $45,000 to less than $50,000. Contact a member of the OSP Construction Team to discuss your solicitation if your project is estimated to cost from $45,000 to less than $50,000. After learning more about your project, OSP may recommend and provide some additional terms, conditions, and forms to include in your solicitation document. If all responses received to your solicitation are at $50,000 or higher, including the additional terms, conditions, and forms obtained from OSP’s recommendation may allow the solicitation to be awarded with OSP’s written approval.

1.3.5 Construction Cost at $50,000 or More. All projects estimated at close to $50,000 and over (including any foreseeable change orders) will be sourced outside of SWIFT at this time. Agencies will need to submit a Project Initiation Form (PIF) to RECS. See RECS website at https://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/ (MnDOT, DNR, and Military Affairs have delegated authority to use their own architects/engineers and should use their own Buyer I.D.) Certified agency purchasers may also contact RECS for assistance with construction solicitations within their ALP Authority level. Submitting a PIF to RECS is also the procedure to request construction not authorized for agencies regardless of dollar amount.

Section Two: Construction Solicitation Requirements

2.0 Formats.

2.0.1 Paper Solicitation. You can use this “Appendix Q” document to create a paper solicitation for purchase or $10,000 and under. You can find instructions for preparing a solicitation in this format at Sec. 2.2.

2.0.2 Electronic SWIFT Event. You must use an electronic SWIFT Event for solicitations estimated from $10,001 to $50,000, unless OSP has granted an exception in writing. You can find instructions for preparing a solicitation in this format at Sec. 2.3.
2.1 General Requirements.

2.1.1 Solicitations. Construction is subject to all the requirements for solicitations found in Sections 2.8 through 2.40 in the ALP Manual.

2.1.2 Insurance. All contractors awarded a construction project must provide a certificate of insurance indicating coverage for all the insurance requirements included in the solicitation. See Part B Section 3 CONSTRUCTION INSURANCE REQUIREMENTS. Attach the construction insurance requirements contained within Part B Section 3, with all construction solicitations, no matter the value. When you receive the certificate of insurance, make sure it is marked clearly showing that the contractor has all the required coverages that it needs to perform construction for the state. No exceptions are allowed unless reviewed by the State’s Risk Management Division and approved in writing by the Agency Head or delegate.

2.1.3 Prevailing Wage. Attach prevailing wage rates list to the solicitation whenever the specifications include work for the erection, construction, remodeling, or repairing of a public building or other public work financed in whole or in part by state funds.

Best Practice: Always attach a current printed copy of the prevailing wage rates list for the county or region where the work will be performed. The current date on the county or region rates list sets the rates for the life of the purchase order. Instructions for printing them are below. Each document is typically 5 or 6 pages long. Attach the entire list.

A. Applicability. Prevailing Wage requirements apply to a contract or work under a contract, under which:

(1) only one trade or occupation is required to complete it and the project is greater than $2,500;

OR

(2) the estimated total cost of completing the project is greater than $25,000.

(Minn. Stat. § 177.43, subd. 7.)

B. Rate Types. Commercial Wage rates, Highway/Heavy wage rates, or Residential rates.

The Department of Labor and Industry defines the Rate Types at this web address:

Commercial. Commercial Wage rates apply to work that is on or attaches to a structure (including Group Homes). Print rate lists from this web address:

Highway/Heavy. Highway and Heavy Construction rates apply to work that is completely outside (e.g.: parking lot repairs, curbs, pavement marking, etc.) with no structure involved. Print rate lists from this web address:

Residential (rare). Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations. Residential rates are used in rare occasions.

To obtain residential rates, call the Department of Labor and Industry at 651.284.5091 to discuss your project and learn steps necessary to obtain the appropriate residential rates for the trade classifications applicable to your project.
C. Reporting. Prevailing Wage Payroll reporting requirements are explained in Purchasing Policy 31, and the box below. (It is also printed in Part B Section 2.15 PREVAILING WAGE REQUIREMENTS).

Your agency needs to have designated email addresses in place for buyers and project manager(s) to use when issuing a contract or purchase order for state-funded construction projects. The email address could be a unique address set up by your agency, an ALP Buyer’s email address, or a Project Manager’s email address. Contractors will need instructions to e-mail the 1) State of Minnesota Prevailing Wage Payroll Information form (Excel format) and the 2) Compliance form (Adobe PDF format). The requirement applies whether you use OSP contracts or your ALP Authority. Include the instructions on any purchase orders issued.

Check with your agency to determine what email address to include for directing the submission of these forms.

D. Form Maintenance. Agencies must keep the prevailing wage payroll information forms for a minimum of three years after final payment has been made on the project. Pursuant to the Minnesota Government Data Practices Act, the form will be subject to the Data Practices Act and made available to anyone upon request. Instruct contractors submitting the forms to NOT provide any confidential information such as social security numbers or home addresses on this form. Review submitted prevailing wage payroll information forms submitted to ensure confidential information of this nature is not included on the form. If confidential information is included, send the form back to the contractor and ask them to re-submit with the confidential information removed.

E. Questions.

Contractor. Refer Contractor questions regarding the prevailing wage laws to the Department of Labor and Industry (DLI) at 651.284.5091 or their prevailing wage standards webpage at www.dli.mn.gov/business/employment-practices/prevailing-wage-information. Contractors can obtain clarification from DLI about classifications by submitting the Classification Clarification Request form at http://www.mmd.admin.state.mn.us/pdf/PW_ClassClarificationForm.pdf

State Agency. If you or your agency has a question about whether a project requires prevailing wages or about which wage classifications should be used for a particular project, you should submit the question to the Department of Labor and Industry email: dli.prevwage@state.mn.us

Note: Submitting an email question to DLI is the preferred method to obtain Prevailing Wage information.

2.1.4 IC-134 Form. All construction work needs an IC-134 form submitted by the contractor and its subcontractors. Your agency accounts payable staff cannot pay the Contractor until the Minnesota Department of Revenue has certified the contractor and any subcontractor(s) have complied with the State’s withholding tax laws by approving an IC-134 form. The contractor can find a copy of the IC-134 form online and the contractor can submit their information online at the Minnesota Department of Revenue website at http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf.

2.1.5 Resources. The following resources are available to agencies:

- Contacts at RECS for general project questions are available at http://mn.gov/admin/about/contact-us/recs.jsp. Click on “Construction Projects” link.
- The Hazardous Material Contract Specialist at RECS (i.e. surveys and abatement) is Gordon Christofferson, 651.201.2380.
- Office of State Procurement “Construction Team” at 651.296.2600. Ask for a member of the OSP Construction Team.

2.1.6 Response Tabulation Sheet. Create a response tabulation sheet of the responses received for each project after the responses are opened.
2.1.7 **Preferences.** All certified, eligible Targeted Groups, Economically Disadvantaged, and Veteran-Owned (TG/ED/VO) classifications are able to receive preferences for construction on prime contracts for projects under $50,000.

**Steps:**
- Check if the contractor is a certified, eligible TG/ED/VO.
- Only give the preference to eligible TG/ED/VO contractors.
- If you have one certified, eligible TG/ED/VO contractor responding, add 6% to each of the other responses to determine the lowest response.
- If you have a combination of certified, eligible TG/ED/VO contractors, see Purchasing Policy 35.

Certified and eligible TG/ED/VO groups can be verified at: [http://www.mmd.admin.state.mn.us/process/search](http://www.mmd.admin.state.mn.us/process/search)

2.1.8 **Equity Select – Purchasing at $25,000 or Less.** The Equity Select procurement method is a procurement method that allows you to award directly to a TG/ED/VO business a contract up to $25,000.00, including all extension options, for goods, services, professional/technical services, and construction. With Equity Select you may forgo a competitive solicitation. This generally applies to non-contract items only. If the agency instead chooses to use a competitive process, the agency buyer is encouraged to invite multiple TG/ED/VO businesses to respond.

2.1.9 **Specification Accommodations for Hard-of-Hearing in State-Funded Capital Projects.** Projects that include constructing or renovating a “public gathering space,” as defined by Minn. Stat. § 16C.054, Subd. 1, must meet the ANSI Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools on maximum background noise level and reverberation times. If a permanent audio-amplification system is or will be in the space, the space must also be equipped with audio-induction loops to provide an electromagnetic signal for hearing aids and cochlear implants. See Part B Section 2.16 of this document for the definition of “public gathering space.”

Contact your supervisor or agency head if your project is for the construction or renovation of a public gathering space, as defined by Minn. Stat. § 16C.054, Subd. 1, and the project specifications don’t comply with the requirements of Minn. Stat. § 16C.054. Unless your commissioner or agency head has obtained an exemption (See Minn. Stat. § 16C.054, Subd. 3.) the project specifications will need to be revised to comply with Minn. Stat. §16C.054.

2.2 **Instructions for a Paper Solicitation.**

2.2.1 **General.** Paper solicitation forms can be delivered, mailed, or faxed to contractors for projects estimated at **$10,000 or under.** Create a paper solicitation using the Request for Bid form, found in Part B of this document. Include the terms and conditions, insurance requirements, prevailing wage rates, and specifications found in Part B, Sections One, Two, Three, and Four of this document.

2.2.2 **Obtain Bid/Response.** Send at least the minimum required number of solicitations for the project following the guidance provided in Part A Section 1.3 Construction Cost Limits.

- **$5,000 or less.** At least one (1) solicitation must be sent, but sending solicitations to multiple contractors will increase competition. The Office of State Procurement encourages you to get more than one firm price whenever practical so the State benefits from competitive pricing. A TG/ED/VO vendor must be utilized if one is reasonably available. If a TG/ED/VO is available use the Equity Select procurement method discussed in Part A Section 2.1.8 Equity Select – Purchasing at $25,000 or Less.

  When a quote is received over the phone, send the solicitation document described above in Part B Section 2.2.1 General, to the lowest responder to fill in the quoted price, sign, and return.

- **$5,000.01 - $10,000.** Send a paper solicitation to receive a firm price from a minimum of two contractors, but sending the paper solicitation to multiple contractors will increase competition. At least one of the solicitations must be sent to a TG/ED/VO vendor if one is reasonably available. A TG/ED/VO contractor may be used via the Equity Select procurement method discussed at Part A Section 2.1.8 Equity Select – Purchasing at $25,000 or Less.
Keep documentation of the number of responses obtained from the solicitations that were sent out. You will need to list the responses received and corresponding prices quoted when creating the purchase order to send to the selected contractor. See Part A Section 2.2.6 Create a Purchase Order & Construction Purchase Order Requirements for more information on creating and issuing purchase orders.

A copy of the specifications may be reviewed by Real Estate and Construction Services (RECS).

Once responses are received to the solicitations that were sent out, keep copies of all documents received for your purchasing file.
2.2.3 Create Paper Solicitation. Use Appendix Q (this document) to create a paper solicitation by following these steps:

1) The Request for Bid form acts as the front page of your paper solicitation.
2) Remove all pages preceding the Request for Bid form. (Part A, Sections 1 & 2).
3) Fill in your solicitation information on the Request for Bid form.
4) Attach Part B, Section (1) “General Terms and Conditions,” (2) “Special Terms and Conditions,” and (3) “Construction Insurance Requirements” to the Request for Bid form.
5) Fill out the “Special Instructions and Technical Specifications” (Part B Section Four). Attach to the Request for Bid form. Include or attach your project’s Scope of Work and Specifications to Sec. 4.12 of the “Special Instructions and Technical Specifications.”
6) Attach the required Prevailing Wage documents.
7) Scan all the compiled pieces of the created solicitation document into one (1) PDF file.
8) Mail or email the solicitation document to any contractors you would like to respond to the solicitation.

(BUYER: Remember to delete all red text notes to agency buyers found within “Part B: Solicitation Documents.”)

2.2.4 Changes. If you make any changes to the solicitation after it has been sent, you must prepare an addendum and mail/fax it to everyone who received a copy of the solicitation.

2.2.5 Award. Make the award by creating and issuing a purchase order (PO) in SWIFT to the lowest responsive responder.

2.2.6 Create a Purchase Order & Construction Purchase Order Requirements. Add the language found below to construction purchase orders to confirm the completion date and to alert accounts payable staff that the IC-134 form is necessary before payments. Type as a comment in SWIFT before the purchase order is dispatched.

Additionally, you are required to document the number of responses (and corresponding price) received for your solicitation. Enter this information by clicking on the “Response Documentation” link when creating your purchase order.

Add the following comments to the purchase order:

- **IC-134.** “Contractor and its subcontractors shall provide an IC-134 Withholding Affidavit for Contractor to the state agency along with the request for final payment.”
- **Prevailing Wage.** “Prevailing wage payroll information must be submitted to the following email address: ________insert the email address your agency has established to receive prevailing wage payroll information here ________”
- **Completion Date.** “All work shall be completed no later than ________.” List number of days after receipt of order OR list an actual date.

2.2.7 Before Issuing a Purchase Order. Receive a certificate of insurance from the contractor that at a minimum meets the insurance requirements outlined in the solicitation. See Part B Section Three of this document for insurance requirements.

2.2.8 Before Issuing a Payment. (1) Receive correctly completed and signed IC-134 form from the contractor and all subcontractors. (2) Confirm agency is in receipt of required prevailing wage payroll forms and prevailing wage Statement of Compliance forms.

2.3 Instructions for an Electronic SWIFT Event. Appendix Q is not intended as an instruction manual for operating within the Statewide Integrated Financial Tools (SWIFT) system. The information provided within Part A Section 2.3.2 is intended to serve as a helpful reminder of unique steps to remember when setting up a construction solicitation Event within SWIFT. To learn more about SWIFT, consult the SWIFT user manual at https://mn.gov/mmb/accounting/swift/ or contact the SWIFT AGENCY ASSISTANCE hotline at 651.201.8100, Option 2.

An Electronic SWIFT Event is required for all solicitations between $10,000.01 to less than $50,000.00.
2.3.1 Before You Create Your Electronic SWIFT Event.

A. Obtain Documents for the SWIFT Event. Your SWIFT Event will require you to add at least five attachments. Before creating your SWIFT Event, a best practice is to create an electronic folder for your SWIFT Event. Locate the documents in the table below, and save them in your electronic folder.

Electronic documents found in Appendix Q can be obtained at [www.mmd.admin.state.mn.us/mn01020.htm](http://www.mmd.admin.state.mn.us/mn01020.htm). An “Access Code” is required to access this website. Contact your supervisor to obtain your code. Scroll down to “Construction Documents” and download the Microsoft Word file titled “Format for Construction Solicitations.” These documents will be uploaded/attached with your SWIFT Event in a .pdf format.

<table>
<thead>
<tr>
<th>What document do I need?</th>
<th>Where can I find the document?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Special Terms and Conditions</td>
<td>Appendix Q at <a href="#">Part B Section Two</a>.</td>
</tr>
<tr>
<td>2. Special Instructions</td>
<td>Appendix Q at <a href="#">Part B Section Four</a>.</td>
</tr>
<tr>
<td></td>
<td>*You will need to fill in additional information to complete this document.</td>
</tr>
<tr>
<td>3. Specifications</td>
<td>Obtain from your project manager or the personnel from your agency requesting the project.</td>
</tr>
<tr>
<td></td>
<td>Insert at <a href="#">Part B Section 4.21 of Special Instructions</a>.</td>
</tr>
<tr>
<td>4. Construction Insurance Requirements</td>
<td>Appendix Q at <a href="#">Part B Section Three</a> (Customize to project requirements.)</td>
</tr>
<tr>
<td>5. Prevailing Wage Rate List</td>
<td>• Commercial Rates = <a href="#">www.dli.mn.gov/business/employment-practices/prevailing-wage-commercial-rates</a></td>
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<tr>
<td></td>
<td>• Highway/Heavy Rates = <a href="#">www.dli.mn.gov/business/employment-practices/prevailing-wage-highway-and-heavy-rates</a></td>
</tr>
<tr>
<td></td>
<td>• Residential Rates = call the Department of Labor and Industry at 651.284.5091 to discuss your project</td>
</tr>
</tbody>
</table>

2.3.2 Creating Your SWIFT Event.

A. Event Summary. The main screen for your SWIFT Event.

- **Procurement Type** – Select “ALP RFB.” This will generate the appropriate “General Terms and Conditions” for your Event. The “Special Terms and Conditions” interact and supplement the “General Terms and Conditions,” so you must attach them with the other documents for your Event.

- **Description Text Box**
  - Include a statement of the scope of work.
  - Pre-bid Meeting. This is an ideal place to provide information about pre-bid meeting requirements, if any, and contact information.
Reminder: Events should be posted at least seven (7) days before the final day to register for a pre-bid meeting. If pre-registration is required, schedule the pre-bid meeting at least two (2) days after the final day to register. The Event due date should be at least seven (7) days following the final pre-bid meeting.

B. Event Settings and Options.

- **Category Code** - This code must begin with either the number seven (7) or the number eight (8) for construction projects. The code must also match the category code selected in the requisition. If you are creating the requisition for a construction Event, make sure to select a category code beginning with seven “7 or 8.” This will help you avoid having to go back to edit your requisition when you create your Event.

C. Event Comments and Attachments.

- **“Send to Bidder” box** – Confirm this box is checked so that responders can view attachments and comments.

- **Comments Text box** - Use this text box to highlight any important information contained within your Event. OSP recommends that you include the following comments if applicable:
  
  o “SWIFT CONTRACTOR ASSISTANCE HELPDESK. Contractors requiring assistance with registration and/or completing their response to this Event may contact the contractor assistance helpdesk at: 651-201-8100, Option 1.”

  o “SALES AND USE TAX. The Contractor is responsible for including sales and use tax in the price offered. The State’s direct pay permit does not apply to this project.”

  o “ATTACHMENTS. The Contractor is responsible for reviewing all attachments to this Event.”

  o Any other information you feel is important to bring to the attention of those that may respond to the solicitation. Project completion date/timeline reminders are helpful.

- **Attachments** - Attach the documents listed in Part A Section 2.3.1 Before You Create Your Electronic SWIFT Event here. It is recommended to combine the documents into one or two attachments for efficiency.

Reminder: Make sure to check the “Display to Bidder” box for each attachment uploaded.

D. Event Header Bid Factors. The following construction bid factors will not default with the “ALP RFB” procurement type and will need to be added to your Event.

- **“Subcontracting” (AC_EXT_SUBCONT)** – Use this bid factor to provide an opportunity for contractors who would like to use subcontractors on the project to list the subcontractor contact information.

  **When to Use?** Include this Bid Factor in your SWIFT Event unless you have a compelling reason to prohibit the use of subcontractors on the project.

- **“Contractor Registration” (AC_EXT_DLI)** – Per Minn. Stat. § 326B.701, unless exempt, any Person, as defined by Minn. Stat. §181.723, subd. 1(a), who performs public or private commercial and residential building construction and improvement services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award.

  **When to Use?** Insert when your construction project is located within a building, on a part of a building, or associated with a building.

- **“Construction Insurance” (AC_EXT_INS.REQ)** – Use this factor to remind responders of the insurance requirements included in the solicitation.

  **When to Use?** Always insert this bid factor notifying responders of the solicitation insurance requirements.
• "Project Due Date" (AC_EXT_DUEDATE) – Remind the responders of when the project must be completed. This factor may default into your SWIFT Event Bid Factors, but may need to be tailored to your project timeline.

  **When to Use?** Always notify solicitation holders about timeline requirements for project completion. You may have to delete the default language from the “Question” text box and insert your own language unique to the project.

• "Prevailing Wage" (AC_EXT_PREVWAG) – Include to remind responders that prevailing wage rates, terms, and conditions are included within the solicitation.

• "Site Visit/Pre-Bid Meeting" – Create a Bid Factor to address site visit or pre-bid meeting requirements and information.

  **When to Use?** Insert when site visits or pre-bid meetings are being held for your solicitation.

**E. Bidder Invitations.** Make sure to invite the required number of certified, eligible TG/ED/VO contractors. Invite more than the minimum whenever possible. See **Part A Section 1.3**. Search the directory of certified TG/ED/VO contractors here: [www.mmd.admin.state.mn.us/process/search/](http://www.mmd.admin.state.mn.us/process/search/)

  • Remember to check the “Public Event” box

**2.3.3 After Completing your SWIFT Event.**

• Check bids received for responsiveness.
• Create and post a bid tabulation in SWIFT. (Analyze Bid Screen)
  o Post the bid tabulation by clicking on the “Thought Bubble” icon next to the “External Bid Tab.” Attach the bid tabulation file, click OK, check the box next to “External Bid Tab,” and click Save.
• Allow time for responders to view the bid tabulation and to address requests for information. The bid tabulation can also be emailed out to responders.
• Request a certificate of insurance from the low responsive responder that you intend to make the award to. Check that the certificate matches the insurance requirements from the solicitation before you proceed further. Add the certificate of insurance to your purchasing file.
• After an appropriate amount of time has passed to allow for responders to view the bid tabulation and no protests have been brought forward, award the Event by creating a purchase order. Make the award by dispatching the purchase order to the lowest responsive responder. See **Part A Section 2.2.6 Create a Purchase Order & Construction Purchase Order Requirements**, for information about construction project purchase orders.
• Receive and file a correctly completed and signed IC-134 form prior to making final payment to the contractor upon completion of the project.
PART B: SOLICITATION MATERIALS
STATE OF MINNESOTA

REQUEST FOR BID FORM

AGENCY NAME _______________________

(this is not a purchase order)

CONTACT NAME: ______________ PH.___________

Contractor address:

RETURN SOLICITATIONS TO:

_______________________________________________________________________________________

Dates shall be listed in the sequence of month/date/year

MUST BE RECEIVED NO LATER THAN: Times

dates shown are based on the Central Time Zone, USA

DATE: ___________TIME: ___________

CONSTRUCTION PROJECT TITLE:__________________________________________________________

The undersigned, being familiar with the local conditions affecting the cost of the work and with the contract
documents, including the Solicitation Form, Specifications, Drawings, and Addenda, and in accordance with the
provisions thereof, hereby proposes to furnish all labor and materials and equipment necessary for completion of
the work. Terms and Conditions are attached.

BASE PRICE: $______________________________________ (numeric dollar amount)

BUILDING CONSTRUCTION CONTRACTOR REGISTRATION NO.:______________________________

Or

LICENSE NO.:___________________________ TYPE OF LICENSE:_____________________________

Company Name (type or print) Authorized Signature Date

Mailing Address (if different than above) Name and Title (type or print)

Attach a list of any subcontractors proposed to be used on the project. For each subcontractor listed include

their address, phone number, and email address.

Terms & Conditions are attached.
Section One: General Terms and Conditions

1.0 **INFORMAL BID (REQUEST FOR QUOTATION).** The words “Signature (in ink)” when used in this solicitation include signature stamps, photocopies of signatures, and facsimile signatures. Responders may be required to confirm these signatures in writing upon request. Responses transmitted to “Attn:____________________” over a facsimile machine will be accepted. The fax number is __________________.

(BUYER: REMEMBER TO FILL IN THE BLANKS FOR 1.0 and DELETE RED TEXT WHEN FINISHED)

1.1 **INQUIRIES.** Direct all correspondences, inquiries, questions, general issues, or technical issues regarding this solicitation to the contact named on the sourcing EVENT (If solicitation done in SWIFT) or to the contact named on page 1 of the solicitation (if solicitation done in paper format).

1.2 **PRICES/ALTERATIONS.** A bid containing an alteration or erasure of any price contained in the bid which is used in determining the lowest responsible bid must be rejected unless the alteration or erasure is corrected in a manner that is clear and authenticated by an authorized representative of the Responder.

1.3 **TAXES.** DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are required to submit an ST3 from to their suppliers.-See [http://www.revenue.state.mn.us](http://www.revenue.state.mn.us). If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

1.4 **MODIFICATIONS TO THE SOLICITATION.** Modifications to the solicitation will be made through the creation of a new event version of the solicitation that will be posted on the Supplier Portal. Event versions will be numbered and dated. The most recent solicitation event version will prevail. Any questions regarding the solicitation Event must be directed to the contact person listed in this solicitation.

1.5 **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. When brand name or manufacturer’s numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the solicitation states: “No Substitute.” Responses will be considered on other makes, models, or brands having comparable quality, style, and performance characteristics. Alternate equipment is subject to approval and must be available for demonstration. Samples may be required prior to award. Alternate responses offering lower quality will not be considered. All specifications are for new equipment unless otherwise noted in the solicitation. Responders must clearly indicate if they are offering other than new equipment. The State reserves the right to reject any or all responses that are not an approved equal.

Responders are cautioned that by taking any exception they may be materially deviating from the solicitation. If a responder materially deviates from the general terms and conditions, special terms, conditions and specifications, the response may be rejected.

1.6 **MATERIAL DEVIATION.** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the State’s terms and conditions.

A material deviation is an exception to the solicitation general or special terms and conditions that:
- Gives the Responder taking the exception a competitive advantage over other responders; or
- Gives the State something significantly different from that which the State requested.

1.7 **DELIVERY.** The solicitation shows the expected delivery date to the requisitioning agency. If the responder cannot meet the stated delivery date, an alternate delivery schedule may be offered. The use of an alternate delivery offer may become a factor in the award. The State reserves the right to reject a lower-priced response that offers delayed or protracted delivery in favor of a higher-priced response offering a more timely delivery. Such responders are obligated to deliver within the quoted lead times.
1.8 **PAYMENT.** Minn. Stat. § 16A.124, subd. 3 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 Days” if it is in the state’s best interest. The state reserves the right to take advantage of prompt pay discount terms.

1.9 **PROMPT PAY DISCOUNT TERMS.** Prompt payment discounts offered for payment in less than 30 days will not be considered in making the award. Prompt payment discounts offered with net 30 payment terms will be considered in making the award. The date from which discount time is calculated shall be the date of receipt of the invoice, receipt of shipment or date of acceptance, whichever is later. If testing is performed, however, then the date shall be the date of acceptance of the goods or services.

1.10 **PUBLICITY.** The Contract Vendor shall not make any representation of the State’s opinion or position as to the quality or effectiveness of the product and/or services that are the subject of the Contract without the prior written consent of the State’s authorized representative. “Representations” include, but are not limited to, publicity, advertisements, notices, press releases, reports, signs, and similar public notices.

1.11 **AWARD.** Unless otherwise provided for in the RFB, the award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. Unless otherwise stated in the Special Terms and Conditions, the State reserves the right to award items separately, by grouping items, by total lot or by issuing multiple awards to more than one responder. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

1.12 **TG/ED VENDOR PREFERENCE.** Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6 and 7, eligible certified targeted group (TG) businesses will receive a six (6) percent preference and certified economically disadvantaged (ED) businesses will receive a six (6) percent preference, except for construction which will receive a six (6) percent preference, on the basis of award for this solicitation. The preference is applied only to the first $2,000,000 of the response. Eligible TG/ED businesses must be certified by the Office of State Procurement prior to the solicitation opening date and time.

To verify TG/ED certification, refer to the Office of State Procurement’s website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under “Vendor Information, Targeted Group/Economically Disadvantaged (TG/ED) Small Business Program, Directory of Certified TG/ED Vendors.”

To verify TG eligibility for preference, refer to the Office of State Procurement’s website at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under “Vendor Information, Targeted Group/Economically Disadvantaged (TG/ED) Small Business Program, Targeted Group Eligibility,” or call the Division’s Helpline at 651.296.2600.

Persons with a hearing or speech disability may contact the Division through the Minnesota Relay Service at 711 or 800.627.3529.

1.13 **VETERAN-OWNED SMALL BUSINESS PREFERENCE.** Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference in the amount bid on state procurement to certified small businesses that are majority owned and operated by veterans.

A small business qualifies for the “veteran-owned” preference when it meets one of the following requirements. 1) The business has been certified by the Office of State Procurement as being a veteran-owned or service-disabled veteran-owned small business. 2) The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation). See Minn. Stat. § 16C.19(d).

Submit the appropriate documentation with the solicitation response to claim the veteran-owned preference. Statutory requirements and documentation must be met by the solicitation response due date and time to be awarded the preference. The preference applies only to the first $2,000,000 of a solicitation response.
Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award a 6% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

1) The business has been certified by the Office of State Procurement as being a veteran-owned or service disabled veteran-owned small business.

OR

2) The principal place of business is in Minnesota and the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported by Documentation).

Statutory requirements and appropriate documentation must be met by the solicitation response due date and time to be awarded the veteran-owned preference. The preference applies only to the first $2,000,000 of a solicitation response.

Claim the Preference

By signing below I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim I verify that:

• The business has been certified by the Office of State Procurement as being a veteran-owned or service-disabled veteran-owned small business.

OR

• My company’s principal place of business is in Minnesota and the United States Department of Veteran’s Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business. (Supported By Attached Documentation)

Name of Company: ____________________________ Date: ____________________________

Authorized Signature: ____________________________ Telephone: ____________________________

Printed Name: ____________________________ Title: ____________________________

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.
1.14 **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. § 181.59 and Minn. Stat. Ch. 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State’s Office.

1.15 **GOVERNING LAW.** The solicitation and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

1.16 **CERTIFICATION OF NON COLLUSION.** By submitting a response to the solicitation, I hereby swear (or affirm) under penalty of perjury:

   a. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership) or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);

   b. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

   c. That the contents of the solicitation response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any other individual prior to the official opening of the response.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

1.17 **DISPOSITION OF RESPONSES.** All materials submitted in response to this solicitation will become property of the State and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this solicitation that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must:

   a. Clearly mark all trade secret materials in its response at the time the response is submitted;

   b. Include a statement with its response justifying the trade secret designation for each item, and;

   c. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a Contract. In submitting a response to the solicitation, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State. The State is required to keep all the basic documents related to its contracts, including responses to solicitation, for a minimum of seven years. The State will not consider the prices submitted by the responder to be trade secret materials.

The state reserves its right to make its own determination whether the responder’s materials meet the definition of Trade Secret as provided in Minn. Stat. § 13.37, subd. 1(b).

1.18 **JURISDICTION AND VENUE.** This solicitation and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
ASSIGNMENT. 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 representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized representative of such a possibility at least 30 days prior to the sale, 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 does not include 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 as a subcontractor. 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 for services provided by the Contract Vendor’s subcontractors.

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.

STATE AUDIT. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract must be made available to and subject to examination by the legislative auditor and/or the State auditor for a minimum of six years after the end of the Contract.

NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Minnesota Contract Vendors are required to provide their Minnesota tax identification number and federal employer identification number (or Social Security number). Non-Minnesota Contract Vendors are required to provide their federal employer I.D. number (or Social Security number) only. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent State tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in payment of State obligations.

HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with material safety data sheets regarding those substances. A copy must be included with each delivery.

INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY. The Contract Vendor shall indemnify, protect, save and hold harmless the state, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the state arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the state’s failure to fulfill its obligations pursuant to the Contract.

The state agrees that the Contract Vendor, its principals, members and employees shall not be liable to the state for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of $10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to the Contract Vendor’s obligation to indemnify, and hold the state harmless against intellectual property infringement claims. This indemnification does not include liabilities caused by the state’s gross negligence or intentional wrong doing of the State.
1.25 **DEFAULT.** A State purchase order constitutes a binding contract. All commodities furnished will be subject to inspection and acceptance by the requisitioning entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, defaults in contracted delivery, or failure to meet specifications in the purchase order and/or the solicitation authorize the State contracting agency to cancel the award or any portion of it, purchase elsewhere, and charge the full increase, if any, in cost and handling to the defaulting Contract Vendor. A Contract Vendor may be removed from the State’s vendor list or suspended or debarred from receiving awards for consistent failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on defaulted Contracts.

1.26 **CANCELLATION OF THE CONTRACT.** The Contract may be cancelled by the state or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Contract is subject to immediate cancellation to the extent allowable by the applicable law. In the event of cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

1.27 **RISK OF LOSS OR DAMAGE.** The state is relieved of all risks of loss or damage to the goods and/or equipment during period of transportation, and installation by the Contract Vendor in the possession of the Contract Vendor or their authorized agent.

1.28 **CONFLICT OF TERMS.** In the event of any conflict between General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.

1.29 **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been take to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performances as soon as practicable.

1.30 **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, (and where applicable, if the State contracting party is part of the judicial branch, with the rules of public access to records of the judicial branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the rules of public access to records of the judicial branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the rules of public access to records of the judicial branch), including legal fees and, disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.
1.31 **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- A Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the assistant director of the Department of Administration's Office of State Procurement that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the State's authorized representative, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," and "State's authorized representative" modified appropriately to preserve the State's rights.

1.32 **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. Contact the person listed on the front page of the solicitation for award information.

1.33 **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the state.

1.34 **PRODUCTS CONTAINING CERTAIN TYPE OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing and submitting a response to this solicitation, contractor/responder certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

1.35 **COAL TAR SEALANT USE AND SALE PROHIBITED.** By submitting a response to this solicitation, the Responder certifies that coal tar sealant products are not included in its response. "Coal tar sealant product" means a surface applied sealing product containing coal tar, coal tar pitch, coal tar pitch volatiles, or any variation assigned the Chemical Abstract Service (CAS) number 65996-93-2, 65996-89-6, or 8007-45-2. Coal tar sealants must not be used or sold for application on asphalt-paved surfaces. See Minn. Stat. § 116.202.

1.36 **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, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 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. Applicability: The prevailing wage applies to a contract or work under a contract, under which: 1) only one trade or occupation is required to complete it and the project is greater than $2,500; OR 2) the estimated total cost of completing the project is greater than $25,000. For question regarding the prevailing wage laws, contact the Department of Labor and Industry at 651.284.5091.

1.37 **ENVIRONMENTAL CHARACTERISTICS FOR REPORTING PURPOSES.** The state desires to purchase environmentally responsible goods and services where practicable.

1.38 **MERCURY.** As per Minnesota Statutes, the state cannot buy mercury in thermometers and certain other products. Products offered may not contain mercury unless otherwise allowed in the Special Terms and Conditions.

1.39 **PRICING OFFERED IN RESPONSE.** Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested goods and/or services. The responder agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the solicitation.
1.40 **FEDERAL DEBARMENT.** By submission of its response, the responder certifies that neither it nor its principals is presently debarred or suspended by any federal department or agency; or if the amount of this response is equal to or in excess of $25,000 that neither it nor its principals, nor its subcontractors receiving subawards equal to or in excess of $25,000 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

If unable to certify to any of the statements in this certification, the responder must attach an explanation to its response.

1.41 **STATE DEBARMENT.** By submission of its response, the responder certifies that neither it nor its principals is presently debarred or suspended by any state agency. If unable to certify to any of the statements in this certification, the responder must attach an explanation to its response.

1.42 **STATE REQUIREMENTS.** The Contract Vendor is responsible to present information to the ordering State agency regarding product compliance with State requirements. The Contract Vendor's catalog and other marketing materials utilized to offer products under the contract shall affirmatively state when a product is in compliance with the Americans with Disabilities Act (ADA), the non-visual access standards (Minn. Stat. § 16C.145), and the Energy Star Standards. The Contract Vendor must also indicate in the catalog or other marketing materials if the product will not operate, is not intended to operate, or will not operate under full manufacturer's warranty, using paper with a postconsumer recycled content of 30 percent or greater. If any descriptive marketing materials are silent as to any or all of these requirements (e.g., ADA compliance, functions utilizing 30 percent recycled content paper), the Contract Vendor agrees that the customer can assume the product meets or exceeds the State requirements.

1.43 **EVENT RESPONSE INSTRUCTIONS.**

a. Read the entire solicitation (event) including all terms, conditions and specifications. All attached terms, conditions and specifications apply to any subsequent award. Complete all applicable areas.

b. Solicitation responses must be submitted by an authorized agent empowered to bind the vendor in a contract.

c. Solicitation responses must be submitted electronically or on this form unless otherwise stated in the solicitation.

d. For a non-electronic bid response of “no response”, return only this page marked “no response.” Failure to respond may result in being removed from the vendor’s list.

e. Delivery must be FOB destination. Freight charge is to be included in unit prices unless otherwise stated in the solicitation.

f. Solicitation responses will be considered to be in strict compliance with the specifications and the vendor will be held responsible; therefore, unless the Vendor clearly indicates any deviation from the specifications. If taking exception to the terms and conditions of an electronic response, the Vendor must mark the exceptions box found on the Event Details of the bid and enter their reasons for the exception in the View/Add General Comments and Attachments link. For non-electronic responses, exceptions shall be attached to the written response.

g. The State of Minnesota reserves the right to reject any or all solicitation responses or portions thereof, to waive any irregularities or informalities in solicitation responses receive and to cancel the solicitation if it is considered to be in the state's best interest.

h. Solicitation responses submitted are irrevocable offers for 60 days following submission deadline date unless otherwise stated in the solicitation terms. Solicitation responses may be modified or withdrawn prior to the time and date set forth in the solicitation. After the time set forth above, no solicitation responses may be withdrawn or modified unless allowable by rule or approved by the state.

i. Prices must be submitted in United States currency.

j. DO NOT include sales tax in your pricing unless otherwise specified. The State of Minnesota holds Direct Pay permit 1114.
1.44 **PRODUCTS CONTAINING TRICLOSAN BANNED.** Pursuant to Minn. Stat. § 145.945, no person shall offer for retail sale in Minnesota any cleaning product that contains triclosan and is used by consumers for sanitizing or hand and body cleansing except when specific United States Food and Drug Administration approval for consumer use has been secured.

1.45 **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 contact person listed in the Solicitation prior to the Solicitation opening due date and time. Any issue a responder has with the Contract award must be submitted in writing to the contact person listed in the Solicitation within five working days from the time the intent to award or the Contract award date is made public. This public notice may be made by any of the following methods: notification by letter or email, posted on the Office of State Procurement website, [http://www.mmd.admin.state.mn.us/](http://www.mmd.admin.state.mn.us/), or electronic notification by our electronic procurement system, SWIFT. The State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: the contact person listed in the Solicitation, the OSP Assistant Director, and the OSP Director.

1.46 **STATE’S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor’s subcontractors, or Contract Vendor’s agents. This shall extend to all agreements related to the subject matter of this RFB, and to all terms subsequently added, without regard to order of precedence.

1.47 **CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor’s business. For purposes of this section, “discrimination” includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
Section Two: Special Terms and Conditions

NOTE: The term “contract vendor” as used in the General Terms and Conditions of this document means the same as “contractor.”

2.0 QUALITY.
A. **Workmanship.** Employ people 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.

2.1 BUILDING CONSTRUCTION CONTRACTOR REGISTRATION. Per Minn. Stat. § 326B.701, unless exempt, any Person, as defined by Minn. Stat. § 181.723, subd. 1(a), who performs public or private building construction or improvement services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award.

A. Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services must register with DLI.

B. The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with DLI, nor does it apply to its employees.

C. General or prime contractors will be able to verify that subcontractors are registered on the searchable DLI Contractor Look-up website.

D. The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees, and coercing others to form a business entity.

For additional information and to register go to www.dli.mn.gov/register or contact DLI at 651.284.5074 or email: dli.register@state.mn.us.

2.2 PAYMENT. Prior to final payment, the Contractor and its Subcontractors shall deliver an IC 134 – Withholding Affidavit for Contractor to the state agency along with the request for final payment/invoice. To print a copy of the IC-134 Form, or to file online, go to: http://www.revenue.state.mn.us/businesses/withholding/Pages/File-and-Pay.aspx. The MN Department of Revenue must approve and sign the paper form prior to submitting to the state agency for project payment. After filing online, the Contractor must provide the paying agency a printed copy confirming approval from the MN Department of Revenue.

2.3 ADDENDA TO SOLICITATION. Changes to the solicitation will be made by written addendum. Any addendum issued will become part of the solicitation. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person. Only changes made via addendum will be valid.
2.4 **SUBCONTRACTING.** Only subcontractors that have been approved by the State can be used for this Contract. When responding to a paper solicitation, attach a page with your response that lists the subcontractor(s) intended for use on the project. List each subcontractor’s name, address, phone number, and email address. When responding to an electronic solicitation, list the subcontractor(s) intended for use on the project as directed within the solicitation.

After the effective date of the Contract, the Contractor shall not, without prior written approval from the State, subcontract for the performance of any of the Contractor’s obligations that were not already approved for subcontracting when the Contract was awarded.

During the life of the Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State, the Contractor 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 Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

2.5 **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contractor 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 Contractor 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. For an unpaid balance of less than $100, the amount will be the actual penalty due. A Subcontractor that takes civil action against the Contractor 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 Contractor agrees to take all steps necessary to comply with said statute. A consultant is a Subcontractor under the Contract. In the event the Contractor 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 Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a Subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a Subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, 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.

2.6 **SITE VISIT.** All Contractors 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.

2.7 **UTILITY LOCATES.** When applicable, the Contractor is responsible for coordinating and paying for any necessary utility locate service. Scopes of work requiring utility locate services include, but are not limited to, digging or excavation work. If the Contractor is in doubt about whether utility locate services are necessary, contact the Owner prior to the quote or solicitation due date and time via email or during the site visit.

2.7 **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.

2.8 **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.

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

2.10 **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.
2.11 **WARRANTY.** Unless otherwise detailed in the solicitation or contract, at a minimum, a one year warranty including all labor, materials, and shipping must be provided. 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.

2.12 **INSURANCE.** Contractor will be required to provide a Certificate of Insurance per the minimum requirements outlined in the solicitation. A completed Certificate of Insurance is required prior to final award and before the work can begin.

2.13 **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 response due date and time.

*(BUYER: IF THE WORK YOU ARE BIDDING IS NOT FUNDED BY STATE BOND FUNDS OR GENERAL FUND-FINANCED PROJECTS INCLUDED IN CAPITAL INVESTMENT BILLS DELETE ALL OF ITEM #2.17 ON THIS PAGE)*

2.14 **CONTRACTOR JOBS REPORTING.** The Contractor is hereby advised that this project is funded all or in part by state bond funds or general fund-financed projects included in capital investment bills and subject to the reporting requirements of Minn. Stat. § 16A.633, subd. 4.

Jobs Reporting form and requirements/instructions are located at: [http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/](http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/) (scroll to “Construction Contract Forms”, click on “Jobs Reporting Form and Instructions”). Contractor should use the most current form available at this location when submitting completed Jobs Reporting forms at time of project completion.

The Contractor must incorporate these reporting requirements into its contracts with its subcontractors, and should impose deadlines on reporting by subcontractors so that contractors can meet the deadlines for reporting to [Agency] set forth in the Jobs Reporting Instructions.

2.15 **PREVAILING WAGE REQUIREMENTS.** Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 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.

Prevailing Wage requirements apply to a contract or work under a contract, under which:

1. only one trade or occupation is required to complete it and the project is greater than $2,500; or
2. the estimated total cost of completing the project is greater than $25,000.

The Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, via E-mail as attachments, to the appropriate E-mail addresses provided on the purchase order. If an email address is not included on the purchase order, contact the Contracting Authority to obtain the appropriate email address.

The Contractor and Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within 14 days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at [www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm). No other payroll forms will be accepted to meet this requirement.

The Contractor and Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF. The subject line of the email must give the company name, contract/purchase order number, and pay period ending dates.

Section Two: Special Terms and Conditions

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

A. All Contractors shall submit a payroll statement to the Department of Transportation, Minn. State. § 177.44, subd. 7. The statement shall be submitted based on the Contractor’s payment schedule. If a Contractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT 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 the contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 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 MnDOT 21658 – Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 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)(2)(3)(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 of Transportation, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with records, deemed appropriate by the requesting agency to determine compliance with these contract provisions. (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).

H. At the Department of Transportation’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 MnDOT 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 of Transportation 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.
ACCOMODATION FOR HARD-OF-HEARING IN STATE-FUNDED CAPITAL PROJECTS. Any project involving the construction or renovation of a space that can accommodate, and is intended to be used for, gatherings of 15 or more people and audible communications are integral to use of the space, must comply with the following requirements of Minn. Stat. § 16C.054:

(1) If the space has or will have a permanent audio-amplification system then it must be equipped with audio-induction loops to provide an electromagnetic signal for hearing aids and cochlear implants.

(2) The project must meet the American National Standards Instituted Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools on maximum background noise level and reverberation times in public gathering space.

Contact the Owner of the project immediately in the event the project is subject to compliance with Minn. Stat. § 16C.054 and requirements (1), if applicable, and (2) listed above are not included in the specifications for the project.
Section Three: Construction Insurance Requirements

(BUYER: ATTACH THESE REQUIREMENTS TO SOLICITATION. IF YOUR PROJECT INVOLVES POLLUTANTS AND/OR HAULING POLLUTANTS CONTACT THE OFFICE OF STATE PROCUREMENT TO OBTAIN ADDITIONAL INSURANCE REQUIREMENT LANGUAGE.)

3.0 CONSTRUCTION INSURANCE REQUIREMENTS. The Contractor shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Contract.

The Contractor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor, under this Contract, can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

All policies shall remain in force and effect throughout the term of the Contract.

3.1 Requirements for the Contractor. The Contractor’s policy(ies) shall be primary and non-contributory insurance to any valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this Contract.

The Contractor is responsible for payment of Contract related insurance premiums and deductibles.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

3.2 Notice to Contractor. The failure of the State of Minnesota to obtain Certificate(s) of Insurance, for the policies or renewals thereof or failure of the insurance company to notify the State of the cancellation of policies required under this contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements, and the Owner retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to state’s authorized agent upon written request.

The insurance and insurance limits required herein shall not be deemed as a limitation on the Contractor’s liability with regard to the indemnities granted to the Owner under the contract.

3.3 Notice to Insurer. The Contractor’s insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor’s insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claims payments based on any assumption that they are protected by immunity to the State.

Coverage under the General Liability policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

The liability limits specified by the contract are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella, or other basis, to the Additional Insured for any and all covered claims.
3.4 Policy Requirements.

3.4.1 Worker’s Compensation Insurance.

Contractor shall provide worker’s compensation insurance for all employees and shall require any Subcontractor to provide worker’s compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:

1. Par 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits not less than:
   - $100,000 – Bodily Injury by disease per employee
   - $500,000 – Bodily Injury by disease aggregate
   - $100,000 – Bodily Injury by accident
2. Coverage C: All States Coverage
3. If applicable, USL & H, Maritime, Voluntary and Foreign Coverage.
4. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contractor is self-insured for its obligation under Workers’ Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

If Minn. Stat. § 176.041 exempts the Contractor from Worker’s Compensation insurance or if the Contractor has no employees in the State of Minnesota, the Contractor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contractor from MN Workers’ Compensation requirements.

If, during the course of the Contract, the Contractor becomes eligible for Worker’s Compensation, the Contractor must comply with the Workers’ Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

3.4.2 Automobile Liability Insurance. The Contractor shall maintain insurance to cover claims arising from operations, use, or maintenance of all owned, non-owned, and hired automobiles.

A. Minimum Limits of Liability:
   - $2,000,000 – Per Occurrence combined Single Limit Bodily Injury and Property Damage.

B. Coverages:
   - Owned Automobile
   - Non-owned Automobile
   - Hired Automobile
   - Waiver of subrogation in favor of the State of Minnesota

3.4.3 Commercial General Liability. The Contractor shall maintain insurance to cover claims arising from operations under this Contract, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Contract.

A. Minimum Limits of Liability:
   - $2,000,000 – Per Occurrence
   - $2,000,000 – Annual Aggregate
   - $2,000,000 – Annual Aggregate applying to Products and Completed Operations
   - $50,000 – Fire Damage (any one fire)
   - $5,000 – Medical Expense (any one person per occurrence)

B. Coverages
   - Premises and Operations Bodily Injury and Property Damage
   - Personal Injury & Advertising Injury
   - Products and Completed Operations Liability
   - Contractual Liability as provided in ISO from CG 00 01 04 13 or its equivalent
   - Pollution exclusion with standard exception as per Insurance Services Office
     (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or equivalent
   - Independent Contractors – Let or Sublet Work
- Waiver of Subrogation in favor of the State of Minnesota
- Officers and Employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

3.4.4 Umbrella or Excess Liability. An Umbrella or Excess Liability Insurance policy may be used to supplement the Contractor’s policy limit to satisfy the full policy limits required by the Contract.

Officers and employees of the State of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor’s negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.
Section Four: Special Instructions and Technical Specifications

(INSTRUCTION TO AGENCY BUYER: INSERT SPECIAL INSTRUCTIONS AND TECHNICAL SPECIFICATIONS OF THE PROJECT HERE AS PART OF THE SOLICITATION. IT IS RECOMMENDED TO USE THE BASIC FORMAT BELOW. ADJUST AND MAKE CHANGES AS APPROPRIATE FOR SPECIFICS OF THE PROJECT. ADD ANY SPECIAL FACILITY SECURITY REQUIREMENTS. REMEMBER TO DELETE ALL RED TEXT.)

Special Instructions and Specifications for ___________Insert Project Title__________

Facility Name ________________

4.0 **Scope.** The work covered under this solicitation shall consist of the labor, equipment, materials, tools, transportation, and incidentals necessary for the ____________________________________________

4.1 **Location of Work.** The location of the project is:

____________________________________________________________________________________
____________________________________________________________________________________

4.2 **Owner.** All inquiries, information, and coordination with the Owner relating to the scheduling of work, use of site, and similar matters shall be directed to:

__________________________________________
__________________________________________
__________________________________________

Telephone:______________________
Email:__________________________

The work is to be performed on property owned by the State of Minnesota, Department of Administration represented by _________________, Project Manager from the _____________,

Telephone: ___________     Email: _______________________

4.3 **Examination of Site.** Before submitting a proposal on the work contained in these specifications, each Responder shall visit the site, examine the premise, and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Contractor’s misunderstanding as to the amount of work entailed, or lack of knowledge of existing conditions.

**(BUYER: Use one of the following two sentences):**

To arrange a site visit prior to the bid, contact ___________, phone ________________.

**(OR)**

(“The pre-bid meeting is scheduled for ________________, meet at the _________________.)

(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.”)
4.4 **Schedule/Time of Completion.** The Contractor shall commence work within the shortest time possible after receipt of the executed copy of the purchase order.

[**BUYER:** Choose one, NOT both, of the following completion clauses.]

The project should be substantially complete by _______________. Contractor proposes to have the project substantially complete within _________ days after receipt of order.

**OR**

The project shall be substantially complete by _________________. Responses that indicate a substantial completion of later than ____________ will be rejected.

4.5 **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/](http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/)

4.6 **Delays.** The Contractor shall provide written notification to both ________ and the Project Manager, ________________, of any prospective delays in the completion of this project. Such written notice shall be given as soon as the Contractor recognizes the prospect of a delay.

4.7 **Use of Premises.** The Contractor shall cooperate with the Owner in scheduling and execution of the Work use of the site, and shall notify the Owner as far as possible in advance of the commencement of any work or operation which would interfere with the use of the existing facility.

4.8 **Temporary Facilities.** The existing electrical service and distribution system may be used to provide temporary power and, if necessary, light for construction purposes. The cost of all electrical energy used will be paid by the Owner. The Contractor shall be responsible for the cost of the installation and the removal of all temporary connections to the existing distribution system, arrangements shall be made to provide a separate temporary service for their own use and shall pay all energy and other costs incurred.

The existing water supply system may be used for construction purposes. The cost of such water will be paid by the Owner. Each Contractor shall provide their own hoses and other temporary extensions and connections. Temporary connections shall be removed by the party installing them when no longer required.

Existing sanitary facilities will be made available for use by all construction personnel on the Project.

4.9 **Special Site Conditions.** Special care shall be taken to prevent damage to any part of the existing building, walks, plantings, etc. and ________________ in the course of the work. Coordinate placement of equipment (crane or mechanical lift) with the Owner and determine acceptable location and loading capacity. At the sole expense of the contractor, it shall be the Contractor’s responsibility to restore anything damaged in the course of the Contract work to its original condition.

4.10 **Substitutions.** Substitutions of materials and equipment are allowed only as set forth in the General and Special Terms and Conditions of the Solicitation.

4.11 **Protection and Barricades.** During the ________________ removal and repair operation, the Contractor shall erect temporary enclosures, barricades, fences, or such protective structures as required to enclose the space or construction area and to provide protection to the public and staff. Such enclosures shall be constructed in a manner to preclude normal access to the construction area by unauthorized persons. After completion of the project, the Contractor shall remove the temporary barricades and repair damage caused by the erection of the barricades.

4.12 **Maintenance.** The Contractor will be required to maintain all finished work until final acceptance by the State and Project Manager.
4.13 **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 the Solicitation, or the resulting purchase order.

4.14 **Storage of Materials.** At the sole expense of the Contractor, the Contractor shall provide storage as necessary to protect and preserve all materials stored at the site. Confine storage of materials and other apparatus to areas designated for such purposes by the Owner. The Contractor shall properly secure, cover and protect materials and work and all State property against damage of any kind until this project is completed and ready to turn over to the Owner.

4.15 **Pre-Construction.** Prior to the time the construction is commenced, the Contractor will be required to attend a pre-construction meeting at a location or in a manner determined by the Owner, and, at that time, submit a work schedule for the project.

4.16 **Salvage/Removal of Materials and Safety Provisions.** Salvage ______________________ remnants for Owner’s reuse. Removal of all other extraneous material disrupted during construction is the responsibility of the Contractor. **Strict adherence to OSHA Safety Requirements is mandatory.**

4.17 **Interruption of Services.** The Contractor shall not interrupt, cut, or alter in any way any of the existing services and utilities of the Owner without the express written notice and permission of the Owner.

If the Contractor must interrupt electrical, mechanical, or telephone service, they shall notify the owner of such need at least 7 calendar days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.

4.18 **Disconnects.** Disconnect ________________ and reinstall ________________ using all original attachment materials or State approved equals.

4.19 **Clean-up.** The Contractor must clean up finished surfaces, storage areas, and areas contiguous to the work; remove all debris, containers, and scrap materials from the project site and dispose of in a legal manner; touch up and restore any finishes that are damaged prior to final inspection.

4.20 **Final Inspection.** The Contractor shall schedule inspection prior to final acceptance of Owner.

4.21 **Scope of Work, Specifications.**

[BUILDERS → Insert Description of Work here or “Refer to Attachments”]