



Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996

STATE OF MINNESOTA
REQUEST FOR BID (RFB)
FOR A PRICE CONTRACT

TITLE: PARKING LOT STRIPING, PAVEMENT MARKING

P-888(5)

DUE DATE: January 26, 2010

TIME: 2:00 p.m. Central Time

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
ROOM 112 ADMINISTRATION BUILDING
50 SHERBURNE AVENUE, ST. PAUL, MN 55155

REQUEST FOR BID (RFB) FOR A PRICE CONTRACT
*This RFB is issued for the purpose of establishing a contract
to supply the State with the commodity or service stated herein.*

Contact Person: Duane L. Kroll, Acquisition Management Specialist (AMS)

Date: December 28, 2010

Phone: 651.201.2457

Fax: 651.297.3996

Due Date: January 26, 2010 @ 2:00 p.m. Central Time, USA.

Sealed responses must be received in the Materials Management Division, at the address shown above, and date- and time-stamped in not later than the date and time stated above. All responses will be publicly opened and portions thereof read aloud at the above date and time, in accordance with Minn. Stat. § 13.591, Subd. 3 (2001). **LATE RESPONSES WILL NOT BE CONSIDERED.**

Entities that may utilize the Contract: Various State Agencies and CPV Members

Contract Period: The Contract term will begin on March 1, 2010, or on the date of contract execution, whichever is later, to February 29, 2012, or 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties.

Commodity or Service: PARKING LOT STRIPING, PAVEMENT MARKING

All attached General RFB Terms and Conditions, Specifications, and Special Terms and Conditions are part of this RFB and will be incorporated into any Contract(s) entered into as a result of this RFB.

All responses to this RFB must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this RFB to the Acquisition Management Specialist named above. This is a request for responses to an RFB and is not a purchase order.

PAYMENT TERMS:

Payment Terms (check one): ☐ Net 30; ☐ % 30; ☐ % 15; ☐ % 10 ☐ Other (specify): _____

Should its response be accepted by the State within 90 days from the due date, the undersigned responder agrees to furnish and deliver any or all items ordered by the entities in accordance with its response and the terms and conditions of this RFB. The responder agrees that the terms of its response will remain open until it is accepted or rejected by the State. If the response is accepted, it will become part of a legal and binding Contract between the responder and the State of Minnesota. The Contract will be in force upon full execution by the responder and the State.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____

Phone: _____ **Fax:** _____ **Date:** _____

Authorized Signature: _____

Typed name of signer: _____ **Title:** _____

Signer must be authorized to contractually obligate the vendor.

Type or print clearly the name of the person who prepared the response: _____

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

GENERAL TERMS AND CONDITIONS

1. **ESTIMATED AMOUNT.** If there is an estimated total dollar value of the Contract listed in the Special Terms and Conditions, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFB are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **TIME OF SUBMISSION.** All sealed responses must be received by the Materials Management Division (MMD) by the due date and time. All responses will be time-stamped showing the date and time received. LATE RESPONSES WILL NOT BE CONSIDERED.
3. **ALTERATIONS OR ERASURES.** A response containing an alteration or erasure (this includes, but is not limited to using correction fluid and typewriter correction tape to make the alteration) of any price contained in the response that is used in determining the lowest responsible responder must be rejected unless the intended result of the alteration or erasure is clear and the alteration is authenticated by an authorized representative of the responder. An alteration or erasure may be made by crossing out the price information to be altered and printing or typing the correction in ink adjacent to the crossed-out information. Any alteration or erasure, however done, must be rejected unless it is initialed by an authorized representative of the responder before the scheduled solicitation opening.
4. **AUTHORIZED SIGNATURE.** The response must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.
5. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor e-mail responses will be considered unless specifically authorized by the State in the RFB document.
6. **ACCEPTANCE OR REJECTION OF RESPONSES.** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.
7. **ADDENDA TO THE RFB.** Changes to the RFB will be made by written addendum. Any addenda issued will become part of the RFB. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the RFB.
8. **RESPONDER ERRORS.** Prior to the opening of sealed responses any responder may withdraw its response by notifying the MMD director in writing of the desire to withdraw, by appearing in person at MMD and withdrawing the response, or by telegraphic writing or facsimile received by the director, requesting withdrawal of the response.

Subsequent to the opening of sealed responses, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the director within a reasonable time after the opening of the response and prior to the State's detrimental reliance on the response.
9. **IDENTIFICATION OF OFFER.** Responses shall indicate brand name, trademark, catalog number, model, etc., as applicable, on the response form for the products offered. If products offered are other than specified, the response should include descriptive literature with illustrations.
10. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted and the State reserves the right to reject the response. All specifications are for new items unless otherwise noted in the RFB document. Alternate responses offering lower quality will not be considered. The State reserves the right to reject any or all responses that are not an approved equal.
11. **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.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR BID. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the RFB General or Special Terms and Conditions, and specifications that:

- a. Gives the responder taking the exception a competitive advantage over other responders, or
- b. Gives the State something significantly different from that which the State requested.

12. **SAMPLES.** Not applicable.

13. **DELIVERY.** Not applicable.

14. **PRICES.** Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and Conditions. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the total price, the unit price will prevail. Prices must be quoted in United States currency.

a. **TRANSPORTATION.** Not applicable

b. **PRICE DECREASES.** Not applicable.

c. **PRICE INCREASES.** After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs. Documentary evidence must be submitted prior to a proposed price increase. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

15. **TRADE DISCOUNTS.** Unless otherwise provided for by the RFB, trade discounts must be quoted as a single discount percentage.

16. **PAYMENT.** Minn. Stat. § 16A.124 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." The ordering entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the ordering entity before payment will be issued.

17. **CASH DISCOUNT TERMS.** Discounts offered for less than 30 days will not 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.

18. **CONDITION AND PACKING.** Not applicable.

19. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration Communications Office.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of

the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

20. **TAXES.** See requirements in Special Terms and Conditions.
21. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the Manager of Acquisitions, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.
22. **NONRESPONSIVE OFFERS.** Responses that do not comply with the RFB will be considered nonresponsive and will be rejected.
23. **COPYRIGHT.** The responder shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
24. **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.
- a. **LOW-TIED RESPONSES.** Low-tied responses will be referred to the director of MMD. The director or delegate may enter into negotiation with the low-tied responders when the director deems such action to be in the best interest of the State.
- b. **TG/ED PREFERENCE.** In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses will receive a 6 percent preference and certified economically disadvantaged (ED) businesses will receive a 6 percent preference, except for construction which will receive a 4 percent preference, on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. To verify TG eligibility and certification or ED certification, refer to the MMD web site at www.mmd.admin.state.mn.us under "Vendor Information," or call the division's Helpline at 651.296.2600.
- c. **VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE.** In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses of which the principal place of business is in Minnesota will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

25. **COMPETITION IN RESPONDING.** The State desires and encourages free and open competition among responders. Whenever and wherever possible, the State's specifications and the General Terms and Conditions will be designed to accomplish this objective, consistent with the necessity to satisfy the State's needs and while obtaining best value. 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. Suggestions

from responders regarding the requirements of the RFB procedures are welcome and will be given careful consideration.

26. **GOVERNING LAW.** The RFB 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.
27. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.
28. **JURISDICTION AND VENUE.** The RFB 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.
29. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and Contract Vendor will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.
30. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification and Hold Harmless, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, and Publicity.
31. **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 agent. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the 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 includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
32. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.
33. **PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the special terms. The PO number must appear on all documents (e.g., invoices, packing slips, etc.).
34. **USAGE REPORT.** As per the requirements of the RFB, Contract Vendors are required to furnish usage data to the Acquisition Management Specialist. Unless otherwise specified in the Special Terms and Conditions, a report on Contract usage must consist of the total dollars expended by the State and other entities.
35. **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 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.
36. **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, riot 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 taken 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 performance as soon as practicable.

37. **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 that a 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.
38. **INSURANCE.** Prior to execution of the Contract, the successful Responder will be required to provide a copy of a Certificate of Insurance, including the workers' compensation insurance coverage requirements of Minn. Stat. § 176.181, subd. 2, and other coverages per the insurance requirements outlines in the solicitation.
39. **STATE AUDITS** (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.
40. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFB document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the AMS 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 AMS within five working days from the time the Contract award is made public. The State will respond to any protest received that follows the above procedure.
41. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. 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 tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
42. **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.
43. **RISK OF LOSS OR DAMAGE.** Not applicable.
44. **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 Contractor, 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 Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 23 and 63 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

45. **DEFAULT.** A State purchase order constitutes a binding Contract. All commodities furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the State contracting agency. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the ordering entity to cancel the Contract or purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to

pursue any other remedy available by law. A Contract Vendor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

46. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
 - 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 47. **NONCOLLUSION CERTIFICATIONS.** The responder shall complete and submit the Affidavit of Noncollusion.
- 48. **DISPOSITION OF RESPONSES.** All materials submitted in response to this RFB 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 RFB 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 of 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 RFB, 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 RFBs, for a minimum of seven years.

The State will not consider the prices submitted by the responder to be trade secret materials.

- 49. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rule 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.

- 50. **EXCLUSIONS.** The Contract will not include items that are established under other general price contracts and special items not offered under the RFB, or emergency purchases or purchases involving trade-ins. Likewise, any requirements considered by the Manager of Acquisition Services to be beyond the normal operating requirements of the State, such as but not limited to equipment for new buildings, may be bid separately and purchased outside the Contract.

51. **NONVISUAL ACCESS STANDARDS.** Not applicable.

52. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the state estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the state estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minnesota Rules 5000.3400-5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 because it employed more than 40 full-time employees in another state and which does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of Human Rights (commissioner) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. Rules 5000.3400-5000.3600 implement Minn. Stat. § 363A.36, subd. 1. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. Rules 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- d. Disabled Workers. The Contract Vendor must comply with the following affirmative action requirements for disabled workers.

"AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, subd. 1, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants, and the rights of employees and applicants.

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

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

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

53. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

54. **ENTIRE AGREEMENT.** A written Contract (including the contents of the RFB and the Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties.

55. **STATE REQUIREMENTS.** Not applicable.

56. **STATE AGENCY CONTRACT USE.** The State intends to use the RFB and resulting Contract to meet its needs for goods and services purchased under the authority of the commissioner of Administration. An exception will be made when the commissioner of Administration or authorized delegate determines that the State will achieve its “best value” by utilizing alternative procurement methods as specified in Minn. Stat. Ch. 16C or other authorizing law.

The Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist or authorized delegate unless otherwise provided for in the Special Terms and Conditions.

57. **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 Materials Management Division 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 AMS, 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 “AMS” modified appropriately to preserve the State's rights.

58. **ENVIRONMENTAL PREFERENCE.** Not applicable.

59. **AMENDMENTS.** The State reserves the right to make changes to the Contract, when mutually agreed to by the State of Minnesota and the Contract Vendor, if the changes are within the general scope of the Contract. The changes to the Contract will be made by Contract amendment. An approved Contract amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

60. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the responder receiving the award of this Solicitation will be required to provide their bank routing information to the Department of Finance to enable payments to be made through EFT.

61. **OWNERSHIP**

- a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contract Vendor upon completion, termination or cancellation of the Contract. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Contract without the prior written consent of the State.
- b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Contract, will be the property of the State and are, by the Contract, assigned to the State along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the State, to execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the State in performance of the Contract shall be considered "works for hire" as defined in the U.S. Copyright Act.

62. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You can call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

63. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

64. **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.

65. **PRODUCTS CONTAINING CERTAIN TYPES 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 Laws of Minnesota, 2007, Chapter 57 (to be codified at Minn. Stat. §§ 325E.385-325E.388) as provided below.

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of Pollution Control Agency.

Subd. 4. **Manufacturer.** "Manufacturer" means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncombustible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE's.** "Polybrominated diphenyl ethers" or "PBDE's" means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include,

but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** "Retailer" means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd. 7. **Used product.** "Used product" means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision. 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 3, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

325E.388 PENALTIES. A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed \$1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed \$5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

66. **EMPLOYEE STATUS.** By order of the Governor's Executive Order 08-01, responders MUST certify their compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify their use of the *E-Verify* system established by the Department of Homeland Security.

If your response to this solicitation is or could be in excess of \$50,000, you must certify that you are in compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract Vendor and made available to the state upon request.

1. Responders are in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and that the responder and all its subcontractors do not knowingly employ persons in violation of the United States immigration laws. The Contract Vendor will obtain the State of Minnesota—Immigration Status Certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. The Contract Vendor and all its subcontractors will, by the date of the delivery of the product and/or performance of the services under this Contract, have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on this Contract.

If the Contract Vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the US immigration laws, or haven't begun to implement the *E-Verify* program for all newly hired employees in support of this contract, the state reserves the right to determine what action it may take, including but not limited to cancelling the Contract, and/or suspending or debarring the Contract Vendor from state purchasing.

67. **STATE EMPLOYEE PARTICIPATION.** When applicable, in compliance with Minn. Stat. §§ 16C.08 for Professional/Technical (P/T) services and 16C.09 for non P/T services, the availability of this contracting opportunity is being offered to State employees that are already doing the work in question. The State will evaluate the response of any State employee, along with the other responses to the solicitation.

After the solicitation has been issued, if a State agency is identified as being able and available to perform the task outlined in the solicitation, the State reserves the right to cancel the solicitation in its entirety.

Pursuant to Minn. Stat. §§ 16C.08 and 16C.09, the State may not enter into a contract that includes services, with a vendor if the contractor and/or its agents are State employees. By submitting a response to the solicitation, I hereby certify that my company and/or its agents are not State employees.

68. **PREVAILING WAGE.** If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, it is subject to prevailing wage laws in accordance with Minnesota Statutes 177.30-.32, 177.41-.44, 16B, and 16C, and corresponding Rules 5200.1000 to 5200.1120.. The Contractor is solely responsible for payment of any and all required Prevailing Wage rates. In accordance with Minnesota Statutes 177.30(4), 177.31, and 177.32 there are Contractor and subcontractor liabilities for failure to adhere to prevailing wage laws. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time in the solicitation and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

1. has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
—or—
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time)]. **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3704

TTY: (651) 296-1283

Trade Secret Information Form

Under Minnesota's Data Practices Act, data submitted in a response becomes public upon completion of the evaluation process and negotiations are complete, or upon completion of the selection process for a solicitation. However, "trade secret information" as defined in Minn. Stat. § 13.37, subd. 1(b), cannot be disclosed to the public. While the majority of data submitted in a response is not trade secret information, the following form is needed to assist the state in making appropriate determinations about the release of data provided in a response.

All responders must select one of the following boxes:

- ☐ My response **does not** contain "trade secret information." I understand that my entire response will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My response **does** contain trade secret information because it contains data that:
 1. is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 2. is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 3. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Complete only if trade secret status is asserted:

I am claiming that aspects of my response contain trade secret information. I have completed the following:

- ☐ I have clearly marked and placed any data I claim to be "trade secret information" in a separate envelope **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

By submitting this response, responder agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of data based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION
AFFIDAVIT OF NONCOLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. 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);
2. 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;
3. That the contents of the RFB 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 responses; and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires _____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Materials Management Division, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME:	_____	TITLE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

ORDER ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

REMIT-TO ADDRESS:

STREET/PO BOX:	_____		
CITY/STATE:	_____	ZIPCODE:	_____
TELEPHONE NUMBER:	_____	FAX NUMBER:	_____
TOLL FREE NUMBER:	_____	E-MAIL:	_____

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

CONTRACT SAVINGS AND USAGE REPORTS

SAVINGS REPORT.

Responders are required to calculate the percentage savings the State will realize as a result of the Contract and include the amount of the percentage savings in the response.

Contract Prices Average: _____ % Less than the price quoted to the general public (for reporting purposes only).

USAGE REPORT, FREQUENCY (after Contract award).

Unless specified otherwise in the Special Terms and Conditions, the report on Contract usage must consist of the total dollars expended, broken down by:

- State agencies
- CPV members

Failure to provide these reports may result in Contract cancellation. The following reporting frequency is required, at a minimum:

- Annually, or as requested
- Final report after the end of the Contract

See the next page of an example of the data fields that are needed in your usage report.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

ENVIRONMENTAL REPORTS

ENVIRONMENTAL PREFERENCE. Not applicable

ENVIRONMENTAL PRODUCTS AND SERVICES

Environmental Characteristics for Reporting Purposes. The State desires to purchase environmentally responsible goods and services where practicable. To identify these products and report the purchasing results, the State must know the environmentally responsible characteristics of the goods and services offered. Using the list of environmental codes below, specify which line items have environmentally responsible characteristics and enter the appropriate environmental code. The environmental codes* are:

EE = Energy Efficient	EM = Remanufactured
LT = Less Toxic	RE = Repair
PB = Plant-based	US = Used
RB = Rebuilt	WC = Water Conserving
RC = Recycled Content	MU = Multiple Codes Specify: _____
(post-consumer: _____ %)	TO = Other Specify: _____
RK = Reduced Packaging	NO = None

Enter the appropriate environmental code for each item offered, either after the description of the item, or after the price.

If all goods and services offered are the same environmental code, enter it here: _____

If none of the items being offered have environmental characteristics, please check and initial here: ☐ _____.

*See the next page for definitions of the environmental codes to assist in coding products by the line item.

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

Does your product contain mercury? ☐ Yes ☐ No

If yes, list the components that contain mercury:

Environmental Codes Definitions

EE (Energy Efficient) - A product that uses less energy (either electricity or fossil fuel) to accomplish its task relative to a comparable product or to an earlier version of the same product by the same manufacturer.

LT (Less Toxic) - A product containing a smaller amount of toxic substances relative to a comparable product or a product reformulated to be less toxic.

PB (Plant-Based) - A product derived from renewable resources, including fiber crops (such as kenaf); chemical extracts from oilseeds, nuts, fruits and vegetables (such as corn and soybeans); agricultural residues (such as wheat straw and corn stover); and wood wastes generated from processing and manufacturing operations. These products stand in contrast to those made from fossil fuels (such as petroleum) and other less renewable resources (such as virgin timber).

RB (Rebuilt) - A product refurbished to a level less than a total remanufacture. The warranty is by the rebuilder, and may be different from the same product when new or remanufactured. Also called reconditioned or refurbished.

RC (Recycled Content) - A product containing materials that have been recovered or diverted from the solid waste stream after consumer use (post-consumer).

RK (Reduced Packaging) - A product presented for use with less packaging or alternative methods of packaging or shipping.

EM (Remanufactured) - A product restored to its original condition by extensive rebuilding, usually given an equal or better warranty than a new product.

RE (Repair) - A product that has had a defect corrected and can again serve its original function. Repairing is a less comprehensive process than either remanufacturing or rebuilding.

US (Used) - A product used or owned before without further manufacture.

WC (Water Conserving) - A product that requires less water to operate or to manufacture than a comparable product, or a different version of the same product from the same manufacturer.

MU (Multiple Codes) - A product that has several significant environmentally responsible characteristics, and could be classified under more than one code, but not one code is predominant.

TO (Other) - A product having environmentally responsible characteristics that does not fit into any of the categories listed above.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MATERIALS MANAGEMENT DIVISION**

TAXPAYER IDENTIFICATION

The Contract Vendor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: _____

Address: _____

Federal Employer ID Number or Social Security: _____

Minnesota State Tax ID Number: _____

Minnesota Vendor Registration Number: _____

If you are not registered as a vendor to the State, you may register online at
www.mmd.admin.state.mn.us/mn02000.htm.
(Note: If approved, you will receive your vendor number three business days
after you register.)

Are you a sole proprietorship? ☐ Yes ☐ No

Are you an independent contractor? ☐ Yes ☐ No

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

(01/08)

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFB. The preference is applied only to the first \$500,000 of the response.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses are certified small businesses of which the principal place of business is in Minnesota and that are majority-owned and operated by either (check the box that applies and attach the certification documents with your response):

- ☐ (1) recently separated veterans, who are veterans as defined in Minn. Stat. § 197.447, who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs; or

Required Documentation:

- certification by the United States Department of Veterans Affairs as a veteran-owned small business
- discharge form (DD-214) dated on or after September 11, 2001 with condition honorable

- ☐ (2) veterans who are veterans as defined in Minn. Stat. § 197.447, with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs.

Required Documentation:

- certification by the United States Department of Veterans Affairs as a service-disabled veteran-owned small business.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Provide this form and the documentation above with your response. If you don't check a box above, or you don't provide the requested documentation, or you do not return this form, you will not be considered for this preference.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION**

**TABLE OF ELIGIBLE TARGETED GROUP BUSINESSES
IN STATE OF MINNESOTA CONSTRUCTION CONTRACTS**
(Based on Commissioner's Findings and Order dated May 5, 1999)

**BUSINESSES LOCATED IN
SEVEN-COUNTY METROPOLITAN AREA**

(Anoka, Carver, Dakota, Hennepin, Ramsey, Scott & Washington Counties)

Groups eligible as Targeted Group Businesses are marked with an X

Group	Construction under \$5,000	Construction \$5,000 - \$500,000	Construction Subcontracts
African American	X	X	X
Asian Americans	X		
Hispanic Americans	X	X	X
Native Americans			X
Caucasian Females	X		
Disabled	X	X	X

**BUSINESSES LOCATED IN
REMAINDER OF MINNESOTA**

Groups eligible as Targeted Group Businesses are marked with an X

Group	Construction under \$5,000	Construction \$5,000 - \$500,000	Construction Subcontracts
African American	X	X	X
Asian Americans			
Hispanic Americans	X	X	
Native Americans			
Caucasian Females	X		
Disabled	X	X	X

(5/12/99)

SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

PREFACE STATEMENT. THE INFORMATION CONTAINED BELOW DESCRIBES THE SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS APPLICABLE TO THE REQUEST FOR BID (RFB) AND SUBSEQUENT CONTRACT, AND IS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS.

1. **ESTIMATED AMOUNT.** The estimated total dollar value of the Contract for **one year** is \$5,000 to \$100,000. However, this shall not be construed as either the minimum or maximum amount. It shall also be understood and accepted by the responder that any quantities shown in this RFB are estimated quantities only and impose no obligation upon the State either minimum or maximum.
2. **PURPOSE AND BACKGROUND.** The work to be done, as defined in this bid document and as stated in the ensuing contracts, shall consist of furnishing all labor, tools, materials, equipment and all else necessary to legally and correctly mark pavement, such as preparation of substrate for marking, marking on pavement surfaces, including traffic lanes, parking bays, ADA accessible areas, crosswalks, other symbols and other detail pavement markings, and removal of existing pavement markings, throughout the State for agencies and CPV members.
3. **EMPHASIS IS PLACED ON THIS REQUIREMENT OF THE SOLICITATION.** The Contract shall be for the actual requirements of the State as ordered by or for the State agencies covered during the life of the Contract. There is no obligation imposed upon the State, or CPV members, either minimum or maximum.
4. **ESCALATION.** Prices shall be firm for the initial period of the Contract. After the initial term of the contract, escalation may be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The amount of any increase is not to exceed 10 percent for any commodity/service over the life of the Contract. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

5. **PURCHASE ORDER LIMITS/BUYING "OFF" CONTRACT.** At the owner's discretion, the owner's qualified personnel may do their own work even though it may be covered under this Contract. This Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar goods and services from other vendors. Individual purchase orders, including associated change orders, issued against this contract shall be less than \$50,000. Agency requirements for \$50,000 and more will be bid and contracted for through established public works construction contracting procedures.
6. **QUESTIONS/CLARIFICATIONS.** Any questions and/or clarifications in regard to the solicitation response shall be made in writing, via fax or E-mail to Duane Kroll, Acquisition Management Specialist, Fax 651.297.3996 or E-mail at Duane.Kroll@state.mn.us. Answers will only be given in an addendum format. Questions received by telephone will not be answered. All questions must be submitted no later than seven calendar days prior to the scheduled solicitation opening date. Responders are not to contact anyone within any other State Agency regarding this solicitation
7. **AWARD.** The State reserves the right to award to more than one Contractor in any county, providing each Contractor is in compliance with all terms and conditions of the solicitation. If the State determines that the prices in a solicitation response are too high, the State may opt to not make an award on that response. The State will give appropriate preference consideration to eligible TG/ED responders. It is the State's intent to make one award to the lowest responder whose business is located in the county it is bidding on, and a second award to the lowest responder for a county whether the responder is located in that county or not. (Example: Responder A is located in Ramsey County and Responder B and C are located in other counties; all these responders quoted on Ramsey County. Responder A quoted \$106.00. Responder B quoted \$105.00. Responder C quoted \$104.00. Two awards could be made: one to Responder A at \$106.00, because they are the lowest responder located in the county they are bidding on and one to Responder C at \$104.00, because they are the lowest responder for that county.) If the lowest responder is from the county that they are quoting on, then the second award could be made to the second lowest responder whether that responder is located in that county or not. At the State's sole discretion, it may determine that it is in its best interest to make more than two awards in a county. Contractors do not have to quote on all counties.

8. **INSURANCE.** Successful responders will be required to furnish certificates of insurance for the coverages named in the General Insurance Requirements section of this solicitation.
9. **STATE EXCISE AND USE TAX.** In submitting the response the responder is understood to have included in their response 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.
10. **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 responder shall include in its quote all travel, labor, government taxes, Social Security, unemployment compensation insurance payments, employees' fringe benefits, complete insurance coverage of employees, property damage, public liability insurance, etc. Travel will be the most direct route from the Contractor's nearest Service Facility/Dispatch Center. For situations where mileage is more than 100 miles (accumulative mileage to and from job site) an additional per mile cost for each mile more than the 100 miles can be quoted on the Bid Item Schedule.

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.

11. **PROJECT QUOTES.** Prior to commencing work, the Owner shall request and obtain a firm price quote from the Contractor. Payment shall be for actual work performed and shall not exceed any quoted price, unless the Contract Vendor receives prior written acceptance from the Owner. The Contractor will be entitled to be paid (up to a maximum of \$50.00) as long as the Contractor stated and the agency agreed to the cost of the quote before the quote was performed. **In addition to the maximum price quote charge of \$50.00, the Contractor may charge for mileage when travel is in excess of 100 miles round trip at the Contractor's mileage rate listed on the Bid Item Schedule.**
12. **MINIMUM PROJECT SIZE.** Purchase orders for work performed under this contract shall be for a minimum of \$2,500 per project. Bidders have the option to indicate if they would accept purchase orders for less than \$2,500 under this contract on the Bid Item Schedule.
13. **ADDITIONAL ITEMS.** During the contract period, the State of Minnesota reserves the right to request pricing for and add to the contract a limited number of like items to accommodate the need for any parking lot striping and pavement marking services that may have been inadvertently omitted from the lists included in this Request for Bid.
14. **FUNDING OUT CLAUSE.** Notwithstanding paragraph 35. CANCELLATION OF THE CONTRACT of the General Terms and Conditions, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or another funding source; if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, or if operations of the paying entity are being discontinued. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the cancellation. The State will not be assessed any penalty if the Contract is terminated in accordance with this section. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to cancel the Contract.
15. **COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS.** The Contract will also be available to all CPV members. Minn. Stat. § 16C.03, Subd. 10 authorizes the State, acting through its Materials Management Division, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, Subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State web site www.mmd.admin.state.mn.us
16. **AGREEMENTS.** The State reserves the right to join agreements with other governmental purchasing cooperatives for procuring these goods and/or services that may be covered by these contracts.

17. **INVOICES.** The Contractor will be responsible for providing an invoice with separate line items for the following:
- 17.a Unit costs – this must be an itemized break down of the lineal feet (or each item), the category of work performed and the cost per lineal foot (or each item).
 - 17.b Travel costs (only when over 100 accumulated miles per job site) – this must be a description of the miles traveled per vehicle, per day, to and from the job site, along with the cost per mile.
 - 17.c Mobilization costs
18. **SECURITY.** Agencies will include their security requirements, if any, on each purchase order that they issue. Some agencies require that the Contractor and its employees entering their facilities possess a current photo identification card or no entry will be allowed. Some secure facilities require that all vehicles entering and leaving the facility be searched. The Contractor and its employees shall note that introducing contraband upon the grounds of such secure facilities is a violation of State Law and could result in prosecution.
19. **BACKGROUND CHECKS.** Some agencies require that the Contractor and its employees provide signed authorizations for criminal history checks as well as a photocopy of each person's picture identification card that would work at their facility prior to the work being performed. The State reserves the right to decline any Contractor's employee with an offense on their record. CPV members should follow their procedures for verification of Contractor employee acceptance and reserves the right to decline any Contractor's employee with an offense on their record. All entities must comply with the Minn. Stat. Ch. 364 on Rehabilitation of Criminal Offenders. All costs associated with this request shall be the responsibility of the Contractor. The Contractor shall also conduct its own check of any job applicant's work background.
20. **FIRE SAFETY INSTRUCTION FOR CONTRACTORS.** Contractors are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include (but are not limited to) building codes, plumbing codes, electrical codes, safety codes and the owners personnel/property protection codes. Contractors are responsible for obtaining the owner's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.
21. **WORKMANSHIP, LICENSES, AND PERMITS.** Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing.
- All Contractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances and legal requirements affecting their work in Minnesota. Permits required by local authorities shall be secured and paid for by the contractor.
22. **COUNTIES WHERE THERE IS NO CONTRACT COVERAGE.** Agencies and CPV members that need work performed in a county that is not covered by a Contract, are allowed to contact a Contractor who does have a Contract for a county that abuts the county where the work is to be performed. Under such circumstances, the Contractor may agree at his/her discretion to extend the Contract pricing, terms and conditions on an individual project basis.
23. **COORDINATION OF WORK.** Initiation of work shall be done by individual agencies entering a contract release order (CRO) in the MAPS system. No work shall begin until the Contract Vendor has a purchase order. This purchase order will be presented to the Contract Vendor by the authorized representative from each agency. Upon request, the contractor shall submit a tentative work schedule to the requesting agency for approval prior to starting work.
24. **RESPONSE TIME.** Upon receipt of order, the Contractor shall contact the agency where work is to be performed within five (5) calendar days acknowledging the receipt of the order and schedule work to start with the owner. Once the project is started, work is to proceed on a continuous basis. Interruptions in finishing a project must be approved by the agency.

25. **STATE DESIGNATED HOLIDAYS.** The following days shall be defined as State Holidays:

New Years Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas

26. **SUBSEQUENT CONTRACT REVISIONS.** No oral or written instructions from agencies or officials, to change any provision of this Contract, shall be accepted by the Contractor without the approval of the Materials Management Division. Any such requests shall be reported by the Contractor to the Acquisition Management Specialist.
27. **AWARD OF RELATED CONTRACTS.** In the event the State undertakes or awards supplemental contracts for work related to the Contract or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
28. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor contract for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All contracts between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
29. **PAYMENT.** Prior to final payment, the Contractor shall deliver an IC 134 – “Withholding Affidavit for Contractor” – to the agency or CPV Member where the work was completed. The IC 134 must be approved by the Minnesota Department of Revenue prior to final payment. For instructions on filing an IC-134 visit <http://www.taxes.state.mn.us>.
30. **SUBCONTRACTING.** The State does not preclude subcontracting among groups of vendors when responding to the solicitation.

List here the company names of all of the subcontractors that you intend to use for this Contract: (if required, attach additional sheets to the response):

_____	_____
_____	_____

Only subcontractors that have been approved by the Acquisition Management Specialist can be used for this Contract.

After the effective date of the Contract, the Contract Vendor shall not, without prior written approval of the Acquisition Management Specialist, subcontract for the performance of any of the Contract Vendor's obligations that were not already approved for subcontracting when the Contract was awarded.

During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the Acquisition Management Specialist, the Contract Vendor will receive written notification that the subcontractor can no longer be used for this Contract.

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

31. **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in

bringing the action. The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

32. **NON-MINNESOTA CONTRACTORS.** Minnesota Statute §290.9705 requires public entities to deduct and withhold eight (8) percent of cumulative calendar year payments to Non-Minnesota Contractors which exceed \$50,000. The statute allows for an exemption of this requirement under specific circumstances that are listed in the "Reason for Exemption" section of the Exemption from Surety Deposits for Non-Minnesota Contractors (SDE) form (see website link below). The Contractor must file a separate application for exemption for each contract that is over, or expected to go over \$50,000 cumulative per calendar year.

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

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

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

33. **INSTRUCTIONS FOR SUBMITTING YOUR RESPONSE.**

A hardcopy of the Pricing Schedule is **not** included with this Request for Bid. Responders must download the Pricing Schedule (Excel document) from the following link:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13598P-888\(5\)2010PricingResponseForm.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13598P-888(5)2010PricingResponseForm.xls)

The pricing sheets are in Excel® format and must be completed by the responder - one for each group of counties that have the identical pricing. The responder must complete the pricing sections on the disk and should submit the disk with their solicitation response. **One paper copy (printout is recommended) of your pricing must be returned with your solicitation response or your response may be rejected. If only the paper copy of the pricing is received with your response, the Acquisition Management Specialist will make a written request for the disk and it will have to be received within five business days or your response will be rejected.** If there is a discrepancy between the data provided on the diskette and the data on the paper copy, the paper copy shall prevail.

NO CHANGES may be made to the language in the pricing sections as provided with the RFB. If the responder desires to add or delete information, it should be labeled as an "exception" and included as a separate line item both on the electronic version and the paper copy. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document.

THIS DOCUMENT CONTAINS SOLICITATION ITEMS FOR ENTERING PRICE INFORMATION. IN ORDER FOR YOU TO DOWNLOAD THE DOCUMENT, YOU MUST TYPE OR COPY AND PASTE THE LINK'S FILE PATH AND NAME IN YOUR BROWSER ADDRESS LINE. WHEN THE DOCUMENT FILE OPENS, USE THE "SAVE AS..." FEATURE TO SAVE THE DOCUMENT TO YOUR COMPUTER HARD DRIVE OR A DISK.

THE "SAVE AS" FEATURE DOES NOT WORK FROM THE PRINTED LINK - YOU NEED TO PUT THE COMPLETE FILE NAME AND PATH IN YOUR BROWSER'S ADDRESS LINE AND OPEN THE DOCUMENT TO BE ABLE TO SAVE THE DOCUMENT TO A DISK. IF YOU NEED ASSISTANCE, PLEASE CONTACT OUR HELPLINE AT 651.296.2600.

34. PREVAILING WAGES.

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

The Contractor and subcontractors shall comply with Minnesota Statutes 177.41-.44. To facilitate compliance pursuant to the Statute, wage determinations (prevailing wages) were prepared for different trades for each county from which labor for said project would be secured and are included and published in the Contract Specifications. Any wage determinations that are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inference may be drawn from the omission of a classification which has local usage.

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

- 1) STATE AGENCIES must list the E-mail addresses on their purchase orders.
- 2) CPV Members must indicate if they need certified payroll reports and the appropriate addresses for submission on their purchase orders.

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

These completed forms must be furnished not more than 14 days after the end of each pay period. The Subject Line on the Contractor's and Subcontractor's E-mail must show the Firm name and the Contract Number or Purchase Order Number.

Failure to maintain records as required by Minnesota Statutes 2008, Section 177.30 may be fined up to \$1,000 for each failure to maintain said records. This penalty is in addition to any penalties provided under section 177.32, subd. 1. Contractors and subcontractors must keep these records for three years after the contracting authority has made final payment on the public works project.

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

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

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

How To Provide Information For Mn/DOT:

To meet Minnesota Statutes 177.43 requirements, the contractor and subcontractor(s) shall submit payroll forms according to Mn/DOT (Office of Construction, Transportation Building, Room 120, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements as shown on Attachment A.

After receiving orders from Mn/DOT, Contractors are required to provide payroll information in the time frame specified by Statute and in the method (Attachment A) specified by Mn/DOT.

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

ATTACHMENT A
PREVAILING WAGE PAYROLL REPORTING FOR MnDOT

Dear Prime Contractor:

As Mn/DOT has executed the contract for the completion of this Project with you, you are responsible to ensure that you, and all subcontractors performing work to complete the Project, comply with the contract Labor Standards Provisions.

Section 00100 Instructions to Bidders and Section 00810 Special Provisions of the Project Specifications include an outline of the provisions stated in Minnesota Statutes §§ 177.41 to 177.43 and 177.44, subds. 3, 4, and 5 and Minnesota Rules 5200.1070 and 5200-1100.

To determine if compliance with the applicable Statutes and Rules has been demonstrated, this office:

- May request submission of executed subcontract agreements to verify that Section 00810 Special Provisions, and the Prevailing Wage Rate Schedule are included
- Will verify that you have posted and are maintaining the proper labor notices and wage rates in a conspicuous place at the project site. This information **must be accessible to all employees and must be posted on the first day of the project.** Each poster board must be maintained so that all information remains readable throughout the life of the project. Poster Boards located at off-site facilities or inside trailers are unacceptable.
- May conduct on-site interviews of employees performing work to complete the project (*Interviews are conducted during employee work hours, not during their morning, lunch, or afternoon break.*)
- Requires that each contractor and subcontractor identify all persons performing work to complete the project on a payroll report:
 - Payroll Reports shall include:
 - the name, social security number, address of each employee, and his or her correct classification represented by classification code
 - hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent)
 - daily and weekly number of hours worked
 - total gross wages earned
 - total deductions made, and
 - total net wages paid
- Requires that all payrolls be certified by attaching to each report a completed and executed 21658 Form or equivalent statement (*The Federal Form WH-347 is not acceptable when certifying payroll reports applicable to Mn/DOT Projects.*)
- Requires identification of the Apprenticeship Agreement Number for all apprentices included on payroll reports. Companies with apprentices must follow the approved apprentice to journeyworker ratio levels established by the approving agency (*Apprentices not registered with the Minnesota Department of Labor and Industry or the Federal Bureau of Apprenticeship, or in violation of the approved apprentice to journeyman ratio levels established by the approving agency are not exempt from receiving the prevailing wage and must be compensated at the journeyworker rate of the work they are performing.*)
- Will verify that all persons performing work to complete the project, including owners, partners, corporate officers, working foremen and salaried employees, have been paid an amount equal to the base wage rate plus fringe benefits applicable to the work classification included in the Project Wage Decision
- Will verify that all project hours of work performed in excess of the prevailing hours of labor will be compensated at the required overtime rate
- Recommends that the employee time cards or records identify the type of work performed, the amount of time spent performing the work, and, be signed by the employee
- Requires that, when compensating employees performing work in more than one classification at the rate specified for each classification, the employee time cards or records identify the type of work performed, the amount of time spent performing the work, and, be signed by the employee

Enclosures: Required Posters: Notice to Workers
 Notice of Nondiscrimination in Employment
 Workers Compensation
 OSHA

Mn/DOT Example Payroll Report Form
Required Mn/DOT 21658 Payroll Certification Form
Mn/DOT Instructions for Completion of Payroll Reports and Required Certification Forms

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.

REQUIREMENTS FOR THE CONTRACTOR:

The Contractor's policy(ies) shall be primary and non-contributory insurance to any other 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 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.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this contract. Such Certificates shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advanced written notice to the Owner.

NOTICE TO THE 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.

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 claim payments based on any assumption that they are protected by immunity of the State.

POLICY REQUIREMENTS:

1. WORKERS' COMPENSATION INSURANCE:

- A. Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:
 - a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
 - b. Coverage C: All States Coverage
 - c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
 - d. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contractor is self-insured for its obligation under the 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.

- B. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contractor from Workers' 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 Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

2. AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall maintain insurance to cover liability arising out of the 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. 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 form CG 00 01 10 01 or its equivalent.
 - Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 10 01 or equivalent
 - Explosion, Collapse, and Underground (XCU) perils
 - Broad Form PD
 - Independent Contractors – Let or Sublet work
 - Waiver of Subrogation in favor of the State of Minnesota
 - Owner named as an Additional Insured, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible. During the Contract Period, if work is going to be done on property that is not owned by the State or a CPV member, it is stipulated that the Property Owner must also be named as an Additional Insured if the Property Owner desires.

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.

CERTIFICATE OF LIABILITY INSURANCE							Date Typed (MM/DD/YY)	
PRODUCER Agent/Broker Name & Address				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Contractor/Vendor Name & Address				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: " " INSURER C: " " INSURER D: " " INSURER E: " "				
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE PARTY NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU PERILS ☒ BROAD FORM PD ☐ DEDUCTIBLE BI AND/OR PD GENERAL AGGREGATE APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Policy Number	Effective date of policy	Expiration date of policy	EACH OCCURRENCE		\$2,000,000	
					FIRE DAMAGE (Any one fire)		\$ 50,000	
					MED EXP (Any one person)		\$ 5,000	
					PERSONAL & ADVERTISING INJURY		\$2,000,000	
					GENERAL AGGREGATE		\$2,000,000	
					PRODUCTS-COMP/OP AGG		\$2,000,000	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Policy Number	Effective date of policy	Expiration date of policy	COMBINED SINGLE LIMIT (Ea accident)		\$2,000,000	
					BODILY INJURY (Per person)		\$	
					BODILY INJURY (Per accident)		\$	
					PROPERTY DAMAGE (Per accident)		\$	
C	EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	Policy Number (**Excess/Umbrella may be used to supplement GL & Auto limits, to satisfy policy limit requirement.)	Effective date of policy	Expiration date of policy	EACH OCCURRENCE		\$ **	
					AGGREGATE		\$ **	
							\$	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective date of policy	Expiration date of policy	☒	WC STATUTORY LIMITS	OTHER	
					E.L. EACH ACCIDENT		\$100,000	
					E.L. DISEASE-EA EMPLOYEE		\$100,000	
					E.L. DISEASE - POLICY LIMIT		\$500,000	
					DEDUCTIBLE, IF ANY		\$	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: State Project _____ Contract # _____ - The State of Minnesota is named as an Additional Insured on a primary and non-contributory basis under Commercial General Liability (ISO Forms CG 20 10 & CG 20 37 or equivalent). - Insurance companies waive their rights to assert the immunity of the state as a defense. - A waiver of subrogation applies in favor of the certificate holder on all policies listed above.								
CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION								
The State of Minnesota Name of State Agency Street Address of State Agency City, State, & Zip Code of State Agency (See bid form for agency name & address.)				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE				

SECTION 02815

PAVEMENT MARKING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Traffic control and protections.
 - 2. Marking on pavement surfaces, including traffic lanes, parking bays, ADA accessible areas, crosswalks, other symbols and other detail pavement markings.
 - 3. Removal of existing pavement markings.
- B. Unit Prices:
 - 1. List of unit prices, for use in preparing solicitation as listed in Unit Price Bid Form at the end of this section.
 - 2. Quantities indicated in the Unit Price Bid Form are for solicitation and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.
 - 3. Unit prices included in proposals include full compensation for all required labor, materials, products, tools, equipment, transportation (except as noted on bid form), services, incidentals, erection, application, installation, overhead, and profit.
 - 4. Basis for Payment: In-place measurements.
 - 5. Unit Price Measurement and Inclusion:
 - a. Removal
 - 1) Measurement: Lineal foot
 - 2) Includes: Removing lines by hydroblasting, waterblasting or overpainting
 - b. Striping (Existing and New)
 - 1) Measurement: Lineal foot
 - 2) Includes: Provision of continuous striping and stall striping
 - c. Curbs
 - 1) Measurement: Lineal foot
 - 2) Includes: Continuous or intermittent painting of curbs
 - d. Stencils on Pavement
 - 1) Measurement: Each symbol and each letter
 - 2) Includes: Directional Arrows; Americans with Disabilities Act (ADA) accessibility symbol meeting ADA requirements for an ADA accessible parking stall; lettering for stall numbers, No Parking, Reserved, etc. signs.
 - e. Travel
 - 1) Measurement: For travel over 100 miles (accumulative mileage to and from job site) per day.
 - 6. Quantity Verification: If required herein or by Owner, provide verification of the unit price quantities incorporated in the Work.

1.02 REFERENCES

- A. Where existing striping is not readable or is nonexistent, refer to local ordinances for striping regulations, e.g., City, County, State or Capitol Area Architectural Planning Board.

1.03 SUBMITTALS

- A. Upon request of the Owner submit the following:
 - 1. Product Data: Provide data from manufacturer for type of product required. Include recommendations for application and use. Include test reports and certificates to substantiate the products are compatible with the surface to which they are applied.
 - 2. Manufacturer's Instructions: For surface preparation, application of paint, procedures or conditions requiring special attention.

1.04 QUALITY ASSURANCE

- A. Contractor:
 - 1. Specialized or is experienced in pavement marking required for the project, for not less than 3 years, and which is acceptable to paint manufacturer.
- B. Equipment:
 - 1. All machines, tools and equipment used in the performance of the work shall be approved and maintained in satisfactory operating condition.
 - 2. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified.
 - 3. Mechanical or chemical method of paint removal is acceptable.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Store materials in dry, protected area with minimum temperature of 55 degrees F and away from fires and open flames.

PART 2 PRODUCTS

2.01 PAVEMENT MARKING MATERIALS

- A. Zone Marking Paint: Chlorinated Polyolefin Traffic and Highway Marking Paint

Diamond Vogel Paints

- 1. TM-1733, white lead free
- 2. TM-3733, yellow lead free

Sherwin Williams Paints

- 1. TM5630 Lead Free white
- 2. TM 5653 Lead Free yellow
- 3. TM 5128 Red

- B. Zone Marking Paint: Alkyd

Diamond Vogel Paints

- 1. TB9502 black
- 2. TB75-1 blue

Sherwin Williams

- 1. Setfast A305 black

PART 3 EXECUTION

3.01 TRAFFIC CONTROL & PROTECTIONS

- A. Prior to performing Work, erect suitable barricades and warning signs around the worksite. Place small markers along newly painted lines to control traffic and prevent damage to newly painted surfaces. Protect Work until fully cured.
- B. Completely remove traffic control barricades and other temporary measures after completion of the Work, including applicable curing times. Assume responsibility for damage to the Work due to premature removal of the traffic control and protective measures.

3.02 EXAMINATION

- A. Examine areas and conditions under which pavement marking is to be provided. Do not proceed with work until unsatisfactory conditions have been corrected.

3.03 PREPARATION

- A. Refer to paint manufacturer's instructions for recommendations to ensure good adhesion.
- B. New Surfaces: Allow surfaces to cure for a period of not less than 30 days before application of marking materials. Clean surfaces before application of paint. Remove dust, dirt, and other granular surface deposits as required.
- C. Existing Surfaces: Sweep surfaces of debris by sweeping or power blowing. Visible stains of oils and dirt should be removed from the surface prior to coating (do not use water). Roughen slick or glossy surfaces such as hard steel troweled concrete surfaces to provide surface profile for the coating to adhere to.
- D. Removal of existing paint: Remove unwanted lines by water-blasting (water only) or hydro-blasting (water and blasting media).

Shield adjacent property and persons from blasting. Clean affected areas thoroughly of all blasting media and loose paint. Remove all debris from the site.

If approved by Owner lines may be removed by overcoating. Apply black or gray paint in as many coats as required to completely obliterate existing marking

3.04 APPLICATION

- A. Apply pavement markings to clean, dry surfaces and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F, and less than 95 degrees F. Maintain paint temperature within these same limits. Allow new Portland cement concrete to cure for a period of not less than 30 days before application of paint. Apply paint pneumatically with approved equipment at rate of coverage specified herein. Provide guidelines and templates as necessary to control paint application. Take special precautions in marking numbers, letters and symbols. Sharply outline edges of markings.
- B. Apply paint at wet film thickness of 0.016 inch (16 mils). Apply paint in one coat. Apply additional coats to light spots. Strictly adhere to maximum drying time requirements. Remove and replace paint markings applied at less than minimum material rates, lines deviating from true alignment, exceeding stipulated length and width tolerances or showing light spots, smears, or other deficiencies or irregularities.
- C. Establish control points for marking and provide templates to control paint application by type and color, at required intervals.
- D. Parking Stall and Traffic Lane Painting: Comply with manufacturer's recommended application rates. Provide paint in minimum 5 gallon containers.

- E. Aisle Markings: For pedestrian aisle markings across vehicular paths or for access aisles to meet Americans with Disabilities Act (ADA) requirements for parking stall access aisles, paint the aisle with a cross hatch pattern at a 45-degree angle with lines 30 inch on center. Outline the aisle with paint, also.
- F. Detail Pavement Marking: Provide detail marking at exit and entrances, islands and turnouts, on curbs, crosswalks, at parking bays and at such other locations. Provide international ADA accessibility symbol at indicated parking spaces with suitable template for true, sharp edges and ends.
- G. Terminate all stall lines at the drive aisle an equal distance from the front of the stall (+/- 2"). Lines may not deviate by more than 1" from the centerline. End of lines shall be square and edges square. Line edges shall be well defined and free of over spray. Remove spills or unintended lines. Remove by painting out with black or gray paint, water-blasting or hydro-blasting (water and blasting media) as directed by Owner. Grinding is not allowed.

3.05 PROTECTION AND CLEANING

- A. Protect painted areas in such a manner that necessary traffic can move without undue hindrance.
- B. Remove and replace damaged portions of markings at no additional cost to Owner.
- C. Keep painted areas free of traffic for minimum of 4 hours or until thoroughly dry.
- D. Protect features adjacent to Work areas from damage due to overspray of paint, water-blasting, hydro-blasting, or other damage related to the Work. Pay for repairs to existing or better condition for damaged items at no cost to the Owner.
- E. Cleaning: Remove waste materials at the end of each work day. Upon completion of the Work remove all containers and debris from the site. Carefully remove paint spots on adjacent surfaces by approved procedures which will not damage the surfaces. Leave the site clean and acceptable to the Owner.

END OF SECTION

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR
STATE FUNDED CONSTRUCTION PROJECTS**

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Counties within regions:

Region Number: 01

Carlton-09
Cook-16
Itasca-31
Koochiching-36
Lake-38
Pine-58
St. Louis-69

Region Number: 02

Beltrami-04
Clearwater-15
Hubbard-29
Kittson-35
Lake of the Woods-39
Marshall-44
Norman-54
Pennington-57
Polk-60
Red Lake-63
Roseau-68

Region Number: 03

Aitkin-01
Cass-11
Crow Wing-18
Kanabec-33
Mille Lacs-48
Morrison-49
Todd-77
Wadena-80

Region Number: 04

Becker-03
Big Stone-06
Clay-14
Douglas-21
Grant-26
Mahnommen-43
Ottertail-56
Pope-61
Stevens-75
Swift-76
Traverse-78
Wilkin-84

Region Number: 05

Benton-05
Isanti-30
Sherburne-71
Stearns-73
Wright-86

Region Number: 06

Dodge-20
Fillmore-23
Freeborn-24
Goodhue-25
Houston-28
Mower-50
Olmsted-55
Rice-66
Steele-74
Wabasha-79
Winona-85

Region Number: 07

Blue Earth-07
Faribault-22
LeSueur-40
Nicollet-52
Sibley-72
Waseca-81

Region Number: 08

Chippewa-12
Kandiyohi-34
Lac Qui Parle-37
Lincoln-41
Lyon-42
McLeod-46
Meeker-47
Murray-51
Pipestone-59
Redwood-84
Renville-65
Yellow Medicine-87

Region Number: 09

Anoka-02
Carver-10
Chisago-13
Dakota-19
Hennepin-27
Ramsey-62
Scott-70
Washington-82

Region Number: 10

Brown-08
Cottonwood-17
Jackson-32
Martin-45
Nobles-53
Rock-67
Watsonwan-83

Effective: 2009-12-07 Revised:

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building
John Ireland Blvd
St. Paul, MN 55155
651.297.5716

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
651.284.5091
DLI.PrevWage@state.mn.us

101 LABORER, COMMON (GEN LABOR WRK)

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 02, 03, 04, 08, 10	2009-12-07	18.08	11.56	29.64
	2010-05-01	18.81	12.43	31.24
Region Number: 07	2009-12-07	18.95	7.65	26.60
Region Number: 06	2009-12-07	22.31	12.88	35.19
	2010-05-01	23.16	13.63	36.79
Region Number: 01	2009-12-07	23.36	15.26	38.62
	2010-05-01	23.76	16.46	40.22
Region Number: 05, 09	2009-12-07	25.62	14.07	39.69
	2007-05-01	26.32	14.97	41.29

102 LABORER, SKILLED- ASST CRFT JRNYMN

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 02, 03, 04, 08, 10	2009-12-07	18.08	11.56	29.64
	2010-05-01	18.81	12.43	31.24
Region Number: 06, 07	2009-12-07	22.31	12.88	35.19
	2010-05-01	23.16	13.63	36.79
Region Number: 01	2009-12-07	23.36	15.26	38.62
	2010-05-01	23.76	16.46	40.22
Region Number: 05, 09	2009-12-07	25.62	14.07	39.69
	2010-05-01	26.32	14.97	41.29

103 LABORER, LANDSCAPING

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 10	2009-12-07	9.00	0.00	9.00
Region Number: 02, 04	2009-12-07	12.00	0.00	12.00
Region Number: 03	2009-12-07	13.00	0.00	13.00
Region Number: 08	2009-12-07	14.50	0.00	14.50
Region Number: 05, 06, 07, 09	2009-12-07	16.70	10.43	27.13
	2010-05-01	17.19	11.29	28.48
Region Number: 01	2009-12-07	19.19	0.00	19.19

104 FLAGPERSON

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 02	2009-12-07	12.00	1.45	13.45
Region Number: 03	2009-12-07	12.08	6.88	18.96
Region Number: 04, 08	2009-12-07	18.08	11.56	29.64
	2010-05-01	18.81	12.43	31.24
Region Number: 10	2009-12-07	18.95	7.65	26.60
Region Number: 07	2009-12-07	19.85	7.65	27.50
Region Number: 01	2009-12-07	23.36	15.26	38.62
	2010-05-01	23.76	16.46	40.22
Region Number: 06	2009-12-07	22.31	12.88	35.19
	2010-05-01	23.16	13.63	36.79
Region Number: 05, 09	2009-12-07	25.62	14.07	39.69
	2010-05-01	26.32	14.97	41.29

GROUP 3**309 ASPHALT BITUMINOUS STABILIZER PLANT****310 CABLEWAY****311 CONCRETE MIXER, STATIONARY PLANT****312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY)**

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER**315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS.****316 LOCOMOTIVE CRANE OPERATOR**

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

318 MECHANIC . WELDER ON POWER EQUIPMENT**319 TRACTOR . BOOM TYPE****320 TANDEM SCRAPER****321 TRUCK CRANE . CRAWLER CRANE****322 TUGBOAT 100 H.P AND OVER**

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 02, 04, 08, 10	2009-12-07	22.52	15.25	37.77
	2010-05-01	22.52	16.25	38.77

Region Number: 03, 05, 06, 07	2009-12-07	27.66	15.25	42.91
	2010-05-01	27.66	16.25	43.91
Region Number: 01, 09	2009-12-07	30.02	15.25	45.27
	2010-05-01	30.02	16.25	46.27

GROUP 4

- 323 AIR TRACK ROCK DRILL**
- 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR)**
- 325 BACKFILLER OPERATOR**
- 326 CONCRETE BATCH PLANT OPERATOR**
- 327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)**
- 328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)**
- 329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS**
- 330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS**
- 331 CHIP HARVESTER AND TREE CUTTER**
- 332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE**
- 333 CONCRETE MIXER ON JOBSITE**
- 334 CONCRETE MOBIL**
- 335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT**
- 336 CURB MACHINE**
- 337 DIRECTIONAL BORING MACHINE**
- 338 DOPE MACHINE (PIPELINE)**
- 339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL**
- 340 DUAL TRACTOR**
- 341 ELEVATING GRADER**
- 342 FORK LIFT OR STRADDLE CARRIER**
- 343 FORK LIFT OR LUMBER STACKER**
- 344 FRONT END, POSI-TRACK, OR SKID STEER LOADERS, OVER ONE CUBIC YARD UP TO FIVE CUBIC YARDS WITH ATTACHMENTS**
- 345 GPS REMOTE OPERATING OF EQUIPMENT**
- 346 HOIST ENGINEER (POWER)**
- 347 HYDRAULIC TREE PLANTER**
- 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)**
- 349 LOCOMOTIVE**
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE**
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS**
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE**
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY**
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE**
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER**

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
 357 PUGMILL
 358 PUMPCRETE
 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS
 360 SCRAPER
 361 SELF-PROPELLED SOIL STABILIZER
 362 SLIP FORM (POWER DRIVEN) (PAVING)
 363 TIE TAMPER AND BALLAST MACHINE
 364 TRACTOR, BULLDOZER
 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING
 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER
 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
 368 WELL POINT DISMANTLING OR INSTALLATION

<u>Region Codes</u>	<u>Date</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Region Number: 02, 04, 08, 10	2009-12-07	22.21	15.25	37.46
	2010-05-01	22.21	16.25	38.46
Region Number: 03, 06, 07	2009-12-07	27.36	15.25	42.61
	2010-05-01	27.36	16.25	43.61
Region Number: 01, 05, 09	2009-12-07	29.72	15.25	44.97
	2010-05-01	29.72	16.25	45.97

GROUP 5

369 AIR COMPRESSOR, 600 CFM OR OVER
 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
 372 FORM TRENCH DIGGER (POWER)
 373 FRONT END, SKID STEER, OR POSI-TRACK LOADERS, UP TO AND INCLUDING ONE CUBIC YARD WITH ATTACHMENTS
 374 GUNITE GUNALL
 375 HYDRAULIC LOG SPLITTER
 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER
 378 POWER ACTUATED AUGER AND BORING MACHINE
 379 POWER ACTUATED JACK
 380 PUMP
 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
 383 SHOULDERING MACHINE (POWER) APS CO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
 384 STUMP CHIPPER AND TREE CHIPPER
 385 TREE FARMER (MACHINE)

<u>Region Codes</u>	<u>Date</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Region Number: 04	2009-12-07	19.00	0.00	19.00
Region Number: 02, 08, 10	2009-12-07	20.50	15.25	35.75
	2010-05-01	20.50	16.25	36.75
Region Number: 03, 05, 06, 07	2009-12-07	24.79	15.25	40.04
	2010-05-01	24.79	16.25	41.04
Region Number: 09	2009-12-07	26.18	14.15	40.33
Region Number: 01	2009-12-07	26.68	15.25	41.93
	2010-05-01	26.68	16.25	42.93

GROUP 6

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER (HIGHWAY AND HEAVY ONLY)

388 CONVEYOR (HIGHWAY AND HEAVY ONLY)

389 DREDGE DECK HAND (HIGHWAY AND HEAVY ONLY)

390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)

391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING) (HIGHWAY AND HEAVY ONLY)

392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)

393 LEVER PERSON (HIGHWAY AND HEAVY ONLY)

394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)

395 POWER SWEEPER (HIGHWAY AND HEAVY ONLY)

396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS (HIGHWAY AND HEAVY ONLY)

397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

<u>Region Codes</u>	<u>Date</u>	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Region Number: 03, 06, 07	2009-12-07	23.92	15.25	39.17
	2010-05-01	23.92	16.25	40.17
Region Number: 01, 05, 09	2009-12-07	25.47	15.25	40.72
	2010-05-01	25.47	16.25	41.72
Region Number: 02, 04, 08, 10	2009-12-07	19.90	15.25	35.15
	2010-05-01	19.90	16.25	36.15

711 GROUND PERSON

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 10	2009-12-07	8.00	0.00	8.00
Region Number: 02	2009-12-07	9.00	0.00	9.00

Region Number: 04	2009-12-07	10.00	0.00	10.00
Region Number: 03	2009-12-07	21.62	11.03	32.65
Region Number: 01, 05, 06, 07, 08, 09	2009-12-07	23.33	14.83	38.16

715 PAINTERS

<u>Region Codes</u>	<u>Effective Date</u>	<u>Basic Rate</u>	<u>Fringe Rate</u>	<u>Total Rate</u>
Region Number: 02, 04	2009-12-07	24.16	13.06	37.22
Region Number: 03	2009-12-07	25.96	13.40	39.36
Region Number: 06, 10	2009-12-07	26.29	12.09	38.38
	2010-05-01	27.64	12.09	39.73
Region Number: 01	2009-12-07	27.28	13.20	40.48
Region Number: 05	2009-12-07	27.41	12.52	39.93
Region Number: 09	2009-12-07	29.60	16.76	46.36
	2010-05-01	31.05	16.76	47.81
Region Number: 07	2009-12-07	29.70	14.06	43.76
Region Number: 08	2009-12-07	30.45	13.84	44.29