



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: ROOFING: ASPHALT SHINGLE SYSTEM REPLACEMENT

DUE DATE: January 29, 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: Karen D. Larson, Acquisition Management Specialist (AMS)

Date: January 6, 2010

Phone: 651.201.2437

Fax: 651.297.3996

Due Date: January 29, 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: Roofing: Asphalt Shingle System Replacement

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.** Not applicable.
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.** When delivery time is an important factor, it will be stated in the Special Terms and Conditions, and may be a factor in the award. The State reserves the right to reject a lower-priced response that offers delayed or protracted delivery in favor of a higher-priced response offering a more timely delivery. Such responders are obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to purchase necessary quantities from alternate sources and charge any price premium to the Contract Vendor.

14. **PRICES.** Prices shall remain firm for the initial term of the Contract unless otherwise stated in the Special Terms and **Conditions.** 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 Special Terms, Conditions and Specifications.**

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 outlined 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.** The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for the goods is vested in the State and the goods are in exclusive possession of the State.
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 debaring the Contract Vendor from state purchasing.

67. **STATE EMPLOYEE PARTICIPATION.** Not applicable.

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, 16.B, 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
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)

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:

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

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

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: is a formula, pattern, compilation, program, device, method, technique or process; **AND** is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND** 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 below 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 If yes, 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.

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 \$5,000.00 to \$100,000.00. 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. **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 either minimum or maximum.
3. **SCOPE OF CONTRACT.** 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 replace Asphalt Shingle roof systems throughout the State for agencies and CPV members. The scope is limited to stand alone construction, including residential buildings, in which the roof system is installed directly over a wood deck and ventilated attic space. The contract is not to be used for the adjoinment of dissimilar roofing systems.
4. **PRICE SHEET IS AN ELECTRONIC FILE TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download an Excel® format document from the following link:

[http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13622R-680\(5\)2009AsphaltRoofingPricePages.xls](http://www.mmd.admin.state.mn.us/process/admin/spreadsheets/13622R-680(5)2009AsphaltRoofingPricePages.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 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 and quantities 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 into 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.

5. **QUESTIONS/CLARIFICATIONS.** Any questions and/or clarifications in regard to the solicitation response shall be made in writing, via fax or E-mail to Karen Larson, Acquisition Management Specialist, Fax 651.297.3996 or E-mail at Karen.Larson@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 (7) calendar days prior to the scheduled solicitation opening date. Responders are not to contact anyone within any other State Agency regarding this solicitation.
6. **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.

7. **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.
8. **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.
9. **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.
10. **PRICE QUOTES.** If the owner requests a quote before work is ordered, the Contractor is entitled to be paid (up to a maximum of \$50.00, no mileage or travel time allowed) as long as the Contractor stated and the agency agreed to the cost of the quote before the quote was performed. The Contractor does not have to request payment to do a quote. An agency does not have to agree to pay for a quote. If the Contractor wants to be paid for a quote and the agency does not agree to the payment, then the Contractor does not have to perform the quote. If the agency pays for a quote and the Contractor proceeds with the work, the Contractor shall deduct the cost of the quote from the invoice amount.

Prior to starting work, the Contractor will be responsible for providing a quote showing the number of labor hours, travel hours, any mobilization, and the unit prices for materials to be used. Some agencies may decide to provide a drawing(s) for their individual project. All vendors shall take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request.

11. **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.
12. **PURCHASE ORDER LIMITS.** Individual purchase orders, including associated change orders, issued against this contract shall be less than \$50,000.00 for Asphalt Shingle roof system replacement. Agency requirements for \$50,000.00 and more for Asphalt Shingle roofs will be bid and contracted for through established public works construction contracting procedures.
13. **CHANGE ORDERS.** Contract unit pricing will be used for changes (increases and/or decreases) in the work after the purchase order has been issued. Contractor may proceed with changes in the work after written acceptance from the agency contact person and will be adjusted by Change Order.
14. **RESPONSE TIME.** 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 Contractor has received a purchase order. This purchase order will be presented to the Contractor by the authorized representative from each agency. 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.

15. **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.

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.

16. **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 Contractor shall cooperate fully with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.
17. **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 Contractor shall cooperate fully during the transition with all other Contractors and the State in all such cases. All contracts between subcontractors and the Contractor shall include a provision requiring compliance with this section.
18. **ITEMS OFFERED AS NEW.** All products, material, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.
19. **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 roofing materials or services that may have been inadvertently omitted from the lists included in this Request for Bid.
20. **SUBCONTRACTING.** *List here the company names of all of the subcontractors along with their Residential Roofing License Numbers that you intend to use for this Contract: (if required, attach additional sheets to the response) :*

Company Names:

Residential Roofing License Number:

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 Contractor shall not, without prior written approval of the **Acquisition Management Specialist**, subcontract for the performance of any of the Contractor'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 Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

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

21. **SUBCONTRACTOR PAYMENT.** In accordance with Minn. Stat. § 16A.1245, the Contractor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid,

undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contractor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are no remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

22. **LAW AND REGULATIONS.** Any and all service, articles or equipment furnished shall comply fully and be in compliance with all city, State, OSHA and all other applicable codes.
23. **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.

Responders and all their roofing subcontractors must each have a Residential Roofing License that is current as of the response due date in order to qualify for the work in this RFB.

24. **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.
25. **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>.
26. **SECURITY.** Agencies will include their security requirements, if any, on each Contract Release Order (CRO) 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.
27. **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.
28. **REQUIREMENTS FOR INSURANCE.** Successful responders will be required to furnish certificates of insurance for the coverages named in the General Insurance Requirements section of this solicitation.
29. **BUILDERS RISK INSURANCE.** CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

30. **REMOVED ITEMS/CLEAN-UP.** It will be the Contractor's responsibility to legally dispose of all materials and supplies removed and/or used during the job.

31. **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

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. 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 which is 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. **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 or 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.

(A copy of Attachment A For Mn/DOT Use Only from Appendix Q of the ALP Manual should be attached to this solicitation.)

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

FOR Mn/DOT USE ONLY

ATTACHMENT A **PREVAILING WAGE PAYROLL REPORTING FOR Mn/DOT**

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

SPECIFICATIONS

SECTION 07310 - ASPHALT SHINGLES

PART ONE - GENERAL

1.1 SCOPE

- A. Furnish and install a complete watertight asphalt shingle roof, vents or metal ridge vent and roof drip edge metal as specified herein.
- B. The scope is limited to stand alone construction in which the roof system is installed directly over a wood deck and ventilated attic space. The contract is not to be used for the adjoinment of dissimilar roofing systems.

1.2 DESCRIPTION OF SYSTEMS

- A. Provide asphalt shingle roof over underlayment, flashing, and ice dam membrane as hereinafter specified.

1.3 QUALITY ASSURANCE

- A. The work of this section shall be done by a roofing contractor approved by the roofing material manufacturer to install his materials. Work shall be performed in strict conformance with the applicable provisions of the roofing manufacturer's current published specifications, application instructions, recommended details and standards of practice.
- B. The roofing contractor shall be fully responsible for the water tightness of the roofing installation including the building in or otherwise joining the membrane roofing and composition flashing to all other work on or about the roof.
- C. The work of this section shall be done in such a manner as to comply fully with all requirements of any guarantees, warranties, or bond specified herein.
- D. Roofing installation shall conform to Minnesota State Building Code.
- E. The roofing work must be done by entities which have a Minnesota Residential Roofing License

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply roofing materials when the roof deck is wet or when frost, ice or snow is present on the deck. Allow surfaces to thoroughly dry before commencing work after rain, snow or other conditions causing dampness.
- B. Do not apply roofing materials when the air temperature or temperature of the deck is below 40° F., or when excessive humidity is or can be expected to be present within the building, unless special precautions satisfactory to the architect and contractor are taken by the roofing contractor.

1.5 WARRANTY - CORRECTIVE PERIOD

- A. Furnish a written warranty stating that all asphalt shingle roofing under Section 07310 and the sheet metal flashing will be maintained in a watertight condition and that all defects resulting from (1) faulty workmanship, (2) defective materials and will be repaired without additional cost to the owner for a period of three (3) years from the Date of Substantial Completion of the Work. Submit the warranty to the owner's representative in triplicate. This warranty shall be signed by the roofing contractor.
- B. 30 year Limited Warranty including 5 year Non-Prorated Umbrella Coverage and including 5 year Limited Wind Warranty at 70 mph maximum wind velocity.

1.6 EXTRA MATERIAL

- A. At end of project, provide owner with three (3) bundles of shingles, to be used for repairs.

PART TWO - PRODUCTS

2.1 MATERIALS

- A. Underlayment – 30# asphalt saturated roofers felt.
- B. Ice dam protection materials
 - 1. W. R. Grace Ice and Water Shield
 - 2. Tamko Moisture Guard.
 - 3. Miradri water and ice protection membrane
 - 4. Carlisle - CWW - 707 self-adhering roof underlayment
 - 5. Approved - equivalent
- C. Asphalt Shingles
 - 1. Asphalt Shingles – 70 mph wind resistance
 - a. Acceptable Manufacturers/Product
 - i. Elk Corp/Raised Profile
 - ii. GAF Materials Corp/Timberline 30
 - iii. Approved - equivalent
 - b. Product
 - i. Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected by Mn/DOT from standard colors.
 - 2. Asphalt Shingles – 80 mph wind resistance
 - a. Acceptable Manufacturers/Product
 - i. Elk Corp/Prestique High Definition
 - ii. GAF Materials Corp/Timberline Select 40
 - iii. Owens/Corning/Oakridge Pro 40
 - iv. Approved - equivalent
 - b. Product
 - i. Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected by Mn/DOT from standard colors.
 - 3. Asphalt Shingles – 90 mph wind resistance
 - a. Acceptable Manufacturers/Product
 - i. Elk Corp/Prestique I High Definition
 - ii. GAF Materials Corp/Timberline Ultra
 - iii. Owens/Corning/Oakridge Pro 50
 - iv. Approved - equivalent

b. Product

- i. Asphalt shingles, fiberglass base, mineral granule – surfaced type, two ply laminated ASTM D3462 Class A self sealing color selected by Mn/DOT from standard colors.

D. Nails – large head 1” barbed zinc coated roofing nails.

E. Ridge vent shall be shingle-over ridge Vent as manufactured by:

1. GAF Corbra Ridge Vent
2. Lornanco Omniridge Vent
3. Cor-A-Vent, Inc. V-600
4. Approved - equivalent

2.2 PREFINISHED METAL FLASHING

A. All metal flashing shall be 24-gauge prefinished galvanized flashing.

1. Metal shall be Armco zinc grip steel 24-gauge with standard PPG Duranar 200 flouropolymer coating system.
2. Finished shall be protected with strippable plastic film finished side.
3. Finish shall be warranted against failure under standard PPG coating warranty fully covering cost of material and labor.

B. Acceptable Manufacturers:

1. Vincent Brass and Aluminum - - Colorklad"
2. Peterson Alum-- "Pac-Clad"
3. Foremost MFG. Co.-- Foremost Kynar 500
4. Copper Sales Inc.-- UNA Clad
5. Berridge Manufacturing Co.

C. Furnish overhanging drip edge at roof eaves.

PART THREE - EXECUTION

3.1 INSTALLATION AND WORKMANSHIP

A. Roofing Application

1. Nail metal drip edge along the bottom edge (eaves) before felt and base sheet is laid, and to the sides, (rake) after the felt is laid. One layer of coated glass base (ice dam material) to be applied from the eaves to a line 24” minimum inside the interior of the exterior wall line (measured horizontally). From 18” above the eave to the ridge lap felt 4 inches minimum at horizontal and side lap joints. Secure felts to deck with sufficient fasteners to hold in place until shingles are applied.
2. Starting at the perimeter edge, install one ply of #30 asphalt saturated organic felt in shingle fasion over the entire roof area.
3. Install the single roof assembly per manufacturer requirements. Beginning at the low point on the roof, install shingles in stair step fashion so that end joints are offset from the previous row. Ensure alignment by running a vertical line down the center of the roof and laying shingles from center to rake, snapping a chalk line at least each fourth course to verify horizontal alignment.
4. For best color distribution, each row shall be run at least four shingles across the roof before proceeding to the next row.
5. Nail in accordance with manufacturer's instructions with four nails per shingle. Warm shingles during cold weather. NO STAPLES SHALL BE ALLOWED!
6. If installing ridge vent, cut out roof sheathing at the ridge vent location. Install ridge vent on the roof per manufacturer's specifications and flash watertight.
7. At areas where deterioration to the existing penetration has occurred, or where new penetrations are added, the following is performed:
 - a. Install one ply of self-adhering membrane and one #30 felt.

- b. All penetrations shall be sealed to the surface of the #30 underlayment, with the flange section embedded in a solid troweling of plastic cement. Strip in the flange with #30 felt.
- c. The flange section of the down slope area of the roof will be exposed. The up slope flange section shall be installed so that the shingles fit tightly throughout.

3.2 CLEAN UP

- A. Keep wrappers, debris, etc. picked up and remove all debris caused by this operation from the site and dispose of in a legal manner.

INSURANCE REQUIREMENTS.

**FAILURE TO COMPLY WITH ALL INSURANCE REQUIREMENTS
LISTED ON THE FOLLOWING “INSURANCE
REQUIREMENTS” WILL PREVENT CONTRACT FROM BEING
EXECUTED. IF IN DOUBT ABOUT THE INSURANCE REQUIREMENTS
OR ABILITY TO COMPLY, CONTACT INSURANCE AGENT
IMMEDIATELY.**

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 Contactor 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.

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.

BUILDERS RISK INSURANCE

State agency personnel ordering from this Contract must first determine whether there is current property insurance coverage on the affected building by contacting the Risk Management Division at 651-201-2591. State agency personnel follow the procedures in A and B below.

Work on a state building that does have current property insurance coverage through the Minnesota Department of Administration, Risk Management Division, is automatically covered for Builder's Risk insurance; the state agency need take no additional action. In such cases, the following applies:

The Owner will be responsible for purchasing and maintaining an All Risk Builder's Risk policy insuring the interest of the Owner, the Contractor, and Subcontractor of all tiers. Coverage shall include the perils of flood and earthquake. Builder's Risk limit of liability shall be equal to the amount of the contract/purchase order. The Contractor will be responsible for \$5,000.00 of any deductible under this policy, on each and every loss occurrence.

The policy will cover all materials, supplies, and equipment that are intended for construction of and specific installation in the Project while such materials, supplies, and equipment are located at the project site, in transit, and while temporarily located away from the Project Site for the purpose of repair, adjustment, or storage at the risk of one of the insured parties.

Any property not covered by Builder's Risk policy, such as the Contractor's or any Subcontractor's licensed motor vehicles or personal property including job trailers, machinery, tools, equipment, and property of a similar nature not destined to become a part of the Project, shall be the Contractor's responsibility.

The Owner or Architect will not be responsible for loss or damage to property of any kind owned or leased by the Contractor, the Contractor's Subcontractors of all tiers, and/or the Contractor's/Subcontractor's employees, servants, or agents.

Work on a state building that does not have current property insurance coverage through the Minnesota Department of Administration, Risk Management Division, does not have Builder's Risk insurance. It is the agency's responsibility to determine if there is a need for such insurance coverage on the work. Builder's Risk insurance is needed for a building under construction or when it is being renovated or remodeled. It is also needed when machinery and/or equipment is installed as a permanent fixture of real property, unless it is located underground. If it is determined by the agency that Builder's Risk insurance is necessary for a particular project, the work cannot be performed under this Contract. The agency should instead contact Real Estate and Construction Services and arrange to do the work as a building construction project. MNDOT, DNR, Military Affairs would not contact Real Estate and Construction Services to arrange to have this work done. They would follow the construction purchasing authority that has been delegated to them by the Department of Administration for this construction work.

CPV members must determine if Builder's Risk insurance is necessary for a project or not. If they determine it is necessary, they must obtain coverage through their own providers.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Date Cert.

Typed

PRODUCER

Agent/Broker Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Contractor/Vendor Name & Address

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 INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR 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 COVERAGE LIMITS 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 ☐ DEDUCTIBLE BI AND/OR PD GENERAL AGGREGATE APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	Policy Number	Effective date of policy	Expiration date of policy	EACH OCCURENCE	\$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 ☒ * CA 99 48 Endorsement ☒ * MCS-90 Endorsement	Policy Number *If required in solicitation.	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 the GL & Auto limits, to satisfy policy limits requirements.)	Effective date of policy	Expiration date of policy	EACH OCCURENCE	\$ **
					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
E	* POLLUTION LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ NON-OWNED DISPOSAL SITES ☒ NO LEAD EXCLUSION	Policy Number *If required in solicitation.	Effective date of policy	Expiration date of policy	Each Occurrence	\$2,000,000
					Aggregate	\$2,000,000

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 and *Pollution Liability (ISO Forms CG 20 10 & CG 20 37 or equivalent).
 - A waiver of subrogation applies in favor of the certificate holder on all policies listed above.

CERTIFICATE HOLDER

X

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

**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: Commercial

Effective: 2009-01-20 Revised: 2009-08-11

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 Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

COUNTY NAME

101	LABORER, COMMON (GENERAL LABOR WORK)		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
101	Aitkin, Cass, Crow Wing, Douglas, Hubbard, Kandiyohi, Meeker, Mille Lacs, Morrison, Pope, Stearns	+\$950000	1/20/2009	23.83	12.35	36.18
			5/1/2009	24.78	13.00	37.78
		-\$950000	1/20/2009	22.08	12.35	34.43
			5/1/2009	23.03	13.00	36.03
101	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright		1/20/2009	28.46	12.97	41.43
			5/1/2009	29.26	13.77	43.03
101	Becker, *Big Stone, Chippewa, Stevens, Swift, *Traverse	+\$950000	1/20/2009	22.73	12.35	35.08
			5/1/2009	23.43	13.00	36.43
		-\$950000	1/20/2009	20.98	12.35	33.33
			5/1/2009	21.68	13.00	34.68
101	Beltrami, Clearwater, *Lake of the Woods, Mahnomen, *Norman, Pennington, Polk, *Red Lake, *Roseau	+\$760000	1/20/2009	17.55	12.13	29.68
		-\$760000	1/20/2009	14.92	12.13	27.05

101	Benton		1/20/2009	16.00	6.00	22.00
101	Blue Earth, LeSueur, McLeod, Nicollet, Rice, Sibley, Waseca	+\$1000000	1/20/2009	20.23	11.91	32.14
		-	5/1/2009	20.98	12.61	33.59
		\$1000000	1/20/2009	18.30	11.39	29.69
			5/1/2009	19.10	12.04	31.14
101	Brown, Cottonwood, Jackson, *Lac Qui Parle, Lincoln, Lyon, Martin, Murray, Nobles, Renville, Rock, Watonwan, *Yellow Medicine	+\$1000000	1/20/2009	16.50	10.79	27.29
			5/1/2009	17.05	11.44	28.49
		-\$1000000	1/20/2009	13.50	10.79	24.29
			5/1/2009	14.10	11.39	25.49
101	Carlton, Cook, Lake, St. Louis		1/20/2009	22.33	12.10	34.43
101	Clay		1/20/2009	11.00	0.01	11.01
101	Dodge, Faribault, Fillmore, *Freeborn, *Houston, Mower, Steele, Winona		1/20/2009	20.42	11.71	32.13
			5/1/2009	21.27	12.36	33.63
101	Goodhue		1/20/2009	26.04	13.46	39.50
			5/1/2009	26.99	14.26	41.25
101	*Grant, Ottertail, Todd, *Wadena, *Wilkin		1/20/2009	15.00	0.00	15.00
101	Itasca, Koochiching		1/20/2009	21.02	13.40	34.42
101	Kanabec		1/20/2009	16.10	6.00	22.10
101	*Kittson, Marshall		1/20/2009	10.00	1.80	11.80
101	Omsted, *Wabasha		1/20/2009	21.62	11.96	33.58
			5/1/2009	22.47	12.61	35.08
101	Pipestone		1/20/2009	11.00	0.47	11.47
101	Redwood		1/20/2009	9.50	0.00	9.50
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
102	Aitkin, Cass, Crow Wing, Douglas, Hubbard, *Kanabec, Kandiyohi, Meeker, Mille Lacs, Morrison, Pope, Stearns, Todd	+\$950000	1/20/2009	23.83	12.35	36.18
			5/1/2009	24.78	13.00	37.78
		-\$950000	1/20/2009	22.08	12.35	34.43
			5/1/2009	23.03	13.00	36.03
102	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright		1/20/2009	28.46	12.97	41.43
			5/1/2009	29.26	13.77	43.03
102	Becker,*Big Stone, Chippewa, Stevens, Swift	+\$950000	1/20/2009	22.73	12.35	35.08
			5/1/2009	23.43	13.00	36.43
		-\$950000	1/20/2009	20.98	12.35	33.33
			5/1/2009	21.68	13.00	34.68

102	Beltrami, Clearwater, *Lake of the Woods, Mahnomen, *Marshall, *Norman, Pennington, Polk, *Red Lake, Roseau	+\$760000	1/20/2009	17.55	12.13	29.68
		-\$760000	1/20/2009	14.92	12.13	27.05
102	Benton	+\$950000	1/20/2009	23.83	12.35	36.18
			5/1/2009	24.78	13.00	37.78
		-\$950000	1/20/2009	22.08	12.35	34.43
			5/1/2009	23.03	13.00	36.03
102	Blue Earth, LeSueur, Nicollet, Rice, Waseca	+\$1000000	1/20/2009	20.23	11.91	32.14
		-\$1000000	1/20/2009	18.30	11.39	29.69
			5/1/2009	19.10	12.04	31.14
102	Brown, *Cottonwood, Jackson, *Lac Qui Parle, Lincoln, Lyon, Martin, Murray, Nobles, Redwood, Renville, *Rock, Watonwan, *Yellow Medicine	+\$1000000	1/20/2009	16.50	10.79	27.29
			5/1/2009	17.05	11.44	28.49
		-\$1000000	1/20/2009	13.50	10.79	24.29
			5/1/2009	14.10	11.39	25.49
102	Carlton, Cook, Lake, St. Louis		1/20/2009	22.33	12.10	34.43
102	Clay, *Grant, *Wilkin	+\$950000	1/20/2009	22.73	12.35	35.08
			5/1/2009	23.43	13.00	36.43
		-\$950000	1/20/2009	20.98	12.35	33.33
			5/1/2009	21.68	13.00	34.68
102	Dodge, Faribault, Fillmore, Freeborn, *Houston, Mower, Steele, Winona		1/20/2009	20.42	11.71	32.13
			5/1/2009	21.27	12.36	33.63
102	Goodhue		1/20/2009	26.04	13.46	39.50
			5/1/2009	26.99	14.26	41.25
102	Itasca, Koochiching		1/20/2009	21.02	13.40	34.42
102	Kittson		1/20/2009	15.75	1.95	17.70
102	McLeod, *Sibley	+\$1000000	1/20/2009	20.23	11.91	32.14
			5/1/2009	20.98	12.61	33.59
		-\$1000000	1/20/2009	18.30	11.39	29.69
			5/1/2009	19.10	12.04	31.14
102	Omsted, Wabasha		1/20/2009	21.62	11.96	33.58
			5/1/2009	22.47	12.61	35.08
102	Ottertail		1/20/2009	12.00	1.20	13.20
102	Pipestone		1/20/2009	16.25	3.16	19.41
102	Traverse		1/20/2009	24.88	9.76	34.64
102	Wadena		1/20/2009	15.50	1.55	17.05

404	CARPENTERS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
404	*Aitkin, Itasca, Koochiching		1/20/2009	24.70	13.44	38.14
404	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Pine, Ramsey, Scott, Sherburne, Washington, Wright		1/20/2009 5/1/2009	32.64 34.24	13.65 13.65	46.29 47.89
404	Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Hubbard, Kittson, *Lake of the Woods, Mahnomen, *Norman, Ottertail, Pennington, Polk, Red Lake, Roseau, *Wilkin		1/20/2009	20.77	13.03	33.80
404	Benton, Mille Lacs, Morrison, Stearns		1/20/2009 5/1/2009	24.03 25.63	13.06 13.06	37.09 38.69
404	*Big Stone, Chippewa, Douglas, Grant, Kandiyohi, *Lac Qui Parle, Pope, Renville, Stevens, Swift, Todd, *Yellow Medicine		1/20/2009 5/1/2009	20.67 22.17	11.72 11.72	32.39 33.89
404	Blue Earth, Faribault, Freeborn, LeSueur, Mower, Nicollet, Rice, Steele, Waseca	+\$1000000	1/20/2009 5/1/2009	24.51 26.01	12.33 12.33	36.84 38.34
		-\$1000000	1/20/2009 5/1/2009	22.56 24.06	12.33 12.33	34.89 36.39
404	Brown, Cottonwood, *Jackson, Lincoln, Lyon, Martin, Murray, Redwood, Rock, Watonwan	+\$1000000	1/20/2009 5/1/2009	20.31 21.56	11.23 11.23	31.54 32.79
		-\$1000000	1/20/2009 5/1/2009	18.66 19.91	10.73 10.73	29.39 30.64
404	Carlton, Cook, Lake, St. Louis,		1/20/2009	25.10	14.80	39.90
404	Dodge, Fillmore, Goodhue, *Houston, Olmsted, *Wabasha, Winona		1/20/2009 5/1/2009	26.65 28.15	12.66 12.66	39.31 40.81
404	Kanabec		1/20/2009	19.50	5.39	24.89
404	Marshall		1/20/2009	15.94	0.00	15.94
404	McLeod		1/20/2009	13.90	1.77	15.67
404	Meeker		1/20/2009 5/1/2009	27.67 29.27	13.65 13.65	41.32 42.92
404	Nobles		1/20/2009	23.55	4.70	28.25
404	Pipestone		1/20/2009	23.50	3.55	27.05
404	Sibley		1/20/2009	22.74	12.64	35.38
404	Traverse		1/20/2009	13.40	1.73	15.13
404	Wadena		1/20/2009	19.50	3.27	22.77

420	ROOFER	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
420	Aitkin, *Cass, Crow Wing, *Hubbard, Wadena	1/20/2009	26.94	9.77	36.71
420	Anoka, Dakota, Isanti, McLeod, Ramsey, Rice, Scott, *Sibley, Wabasha, Washington, Wright	1/20/2009	31.74	12.85	44.59
420	Becker, *Clearwater, *Mahnommen, *Norman, Polk, *Red Lake	1/20/2009	13.75	3.29	17.04
420	*Beltrami, *Lake of the Woods	1/20/2009	21.89	9.35	31.24
420	Benton, Kanabec, Kandiyohi, Meeker, Mille Lacs, Morrison, *Pope, Sherburne, Stearns, Stevens, Todd	1/20/2009	27.85	12.40	40.25
420	Big Stone	1/20/2009	24.20	15.50	39.70
420	Blue Earth, *Brown, Carver, Chisago, *Cottonwood, Dodge, *Faribault, *Freeborn, Goodhue, *Jackson, *Lincoln, Lyon, *Martin, Mower, *Murray, Nicollet, Redwood, *Renville, *Waseca, Watonwon	1/20/2009	17.00	1.00	18.00
420	Carlton, Cook, Pine, St. Louis	1/20/2009	28.35	12.65	41.00
420	*Chippewa, Lac Qui Parle	1/20/2009	26.60	12.00	38.60
420	Clay	1/20/2009	12.00	0.01	12.01
420	Douglas, *Grant, Ottertail, *Wilkin	1/20/2009	15.00	0.00	15.00
420	Fillmore, Houston, *LeSeuer, Olmsted, Winona	1/20/2009	20.08	8.70	28.78
420	Hennepin	1/20/2009	31.74	12.85	44.59
420	Itasca, Koochiching	1/20/2009	24.70	9.35	34.05
420	*Kittson, Marshall, *Pennington, *Roseau	1/20/2009	14.50	2.61	17.11
420	Lake	1/20/2009	27.10	15.50	42.60
420	Nobles	1/20/2009	18.75	3.38	22.13
420	Pipestone	1/20/2009	26.60	12.09	38.69
420	Rock	1/20/2009	14.50	0.58	15.08
420	Steele	1/20/2009	19.00	1.49	20.49
420	Swift, *Traverse	1/20/2009	30.49	13.41	43.90
420	*Yellow Medicine	1/20/2009	22.40	4.13	26.53

421	SHEET METAL WORKERS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
421	Aitkin, Carlton, *Cook, Lake, St. Louis	1/20/2009	28.85	18.40	47.25
421	Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Kanabec, McLeod, Pine, Ramsey, Rice, Scott, Sibley, Washington, Wright	1/20/2009 5/1/2009	37.23 39.68	17.15 17.15	54.38 56.83
421	Becker, Mahnomen	1/20/2009	25.49	9.52	35.01
421	Benton, Mille Lacs, Morrison, *Pope, Sherburne, Stearns, Stevens, Todd	1/20/2009 5/1/2009	31.27 32.97	15.63 15.63	46.90 48.60
421	Beltrami, Clearwater, Hubbard, *Marshall, *Pennington	1/20/2009	20.30	4.37	24.67
421	Big Stone, Chippewa, Kandiyohi, *Lac Qui Parle, Meeker, Swift, Yellow Medicine	1/20/2009	26.20	11.91	38.11
421	Blue Earth, Brown, Cottonwood, Faribault, Freeborn, Jackson, LeSueur, *Martin, *Murray, Nicollet, Nobles, Renville, *Rock, Steele	1/20/2009	19.50	1.00	20.50
421	Cass, Crow Wing, Wadena	1/20/2009 6/1/2009	29.55 31.10	14.74 14.74	44.29 45.84
421	Clay, *Norman, Douglas, *Grant, Ottertail, *Wilkin	1/20/2009	15.00	0.00	15.00
421	Dodge, Goodhue, Mower, Olmsted, Wabasha	1/20/2009	28.22	16.66	44.88
421	Fillmore, Houston, Winona	1/20/2009 5/1/2009	24.65 26.15	13.64 13.64	38.29 39.79
421	Itasca, Koochiching	1/20/2009	27.99	17.68	45.67
421	*Kittson, Polk, Red Lake, Roseau	1/20/2009	21.75	11.79	33.54
421	Lake of the Woods	1/20/2009	27.00	11.30	38.30
421	*Lincoln, Lyon	1/20/2009	18.00	5.31	23.31
421	Pipestone, Redwood,	1/20/2009	19.87	12.11	31.98
421	*Traverse	1/20/2009	23.90	14.57	38.47
421	Waseca, Watonwan	1/20/2009	28.12	12.11	40.23