

**STATE OF MINNESOTA
SOLICITATION****ADMINISTRATION****SOLICITATION NO: 2022499****PAGE NO: 1****TRAILER MOUNTED ASPHALT/EMULSION DISTRIB****REQUEST FOR BIDS**

(this is not a Purchase Order)

REQN. NO. : 1029558
REQR. AGENCY : MNDOT EQUIPMENT SECTION
AGENCY REQN. NO. :
DATE ISSUED : 01/20/10CONTACT NAME : RENEE D ALLRAM
CONTACT PHONE : (651) 201-2441
CONTACT FAX NO. : (651) 297-3996
TDD NO. : (800) 627-3529
E-MAIL : RENEE.ALLRAM@STATE.MN.US**RETURN SOLICITATIONS TO:****MMD
RENEE D ALLRAM
112 ADMINISTRATION BLDG
50 SHERBURNE AVE
ST PAUL, MN 55155****MUST BE RECEIVED NO LATER THAN:
DATE: 02/03/10 TIME: 02:00 PM****VENDOR INFORMATION (PLEASE PRINT OR TYPE)**

VENDOR NUMBER: _____

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

PHONE: _____ FAX: _____

TOLL FREE: _____

SOLICITATION RESPONSE INSTRUCTIONS

1. Read the entire solicitation including all terms, conditions, and specifications. All attached terms, conditions, and specifications apply to any subsequent award. Complete all applicable areas.
2. Solicitation responses must contain the signature of an authorized agent empowered to bind the Vendor in a contract.
3. Solicitation responses must be submitted on this form unless otherwise stated in the solicitation.
4. For a "no response", return only this page signed and marked "no response". Failure to respond may result in being removed from the Vendor's list.
5. Delivery must be FOB destination. Freight charge to be included in unit price unless otherwise stated in the solicitation.
6. Solicitation responses will be considered to be in strict compliance with the specifications and the Vendor will be held responsible therefore; unless the Vendor clearly indicates any deviation from the specifications.
7. The State of Minnesota reserves the right to reject any or all solicitation responses or portions thereof; to waive any irregularities or informalities in solicitation responses received; and to cancel the solicitation if it is considered to be in the State's best interest.
8. Solicitation responses submitted are irrevocable offers for 60 days following submission deadline date unless otherwise stated in the solicitation terms. Solicitation responses may be modified or withdrawn prior to the time and date set forth above. After the time set forth above, no solicitation responses may be withdrawn or modified unless allowable by rule or approved by the State.
9. Prices must be submitted in United States currency.
10. Do NOT include sales tax in your pricing unless otherwise specified. The State of Minnesota holds Direct Pay Permit 1114.

TO BE COMPLETED BY VENDOR

DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.

PAYMENT TERMS: _____ (DISCOUNTS OFFERED FOR LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING AN AWARD).

VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____

VENDOR CONTACT PERSON: _____ PHONE: _____
FAX: _____

I/We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a solicitation response; that this solicitation response has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; and that the above statement is accurate under penalty of perjury.

COMPANY NAME (TYPE OR PRINT) _____

AUTHORIZED SIGNATURE _____

DATE _____

MAILING ADDRESS (IF DIFFERENT THAN ABOVE) _____

NAME AND TITLE (TYPE OR PRINT) _____

1. **INQUIRIES:** DIRECT ALL CORRESPONDENCE, INQUIRIES, LEGAL QUESTIONS, GENERAL ISSUES, OR TECHNICAL ISSUES REGARDING THIS SOLICITATION TO THE CONTACT NAME ON PAGE 1 OF THE SOLICITATION. DATES ARE LISTED IN THE SEQUENCE OF MONTH/DATE/YEAR. TIMES SHOWN ARE BASED ON THE CENTRAL TIME ZONE, USA.
2. **PRICES/ALTERATIONS:** FOR EACH PRODUCT OR SERVICE, A UNIT PRICE AND A TOTAL FOR THE QUANTITY MUST BE STATED. IN CASE OF ERROR IN THE EXTENSION, THE UNIT PRICE PREVAILS. AN ALTERATION OR ERASURE OF ANY PRICE CONTAINED IN THE RESPONSE THAT IS USED IN DETERMINING THE LOWEST RESPONSIBLE RESPONSE MAY BE REJECTED UNLESS THE ALTERATION OR ERASURE IS CROSSED OUT AND THE CORRECTION IS ADJACENT THERETO AND INITIALED BY THE PERSON SIGNING THE RESPONSE.
3. **ADDENDA TO SOLICITATION:** CHANGES TO THE SOLICITATION WILL BE MADE BY WRITTEN ADDENDUM. ANY ADDENDUM ISSUED WILL BECOME PART OF THE SOLICITATION. EACH RESPONDER MUST FOLLOW THE DIRECTIONS ON THE ADDENDUM. ALL REQUESTS FOR CLARIFICATION MUST BE DIRECTED TO THE CONTACT PERSON. ONLY CHANGES MADE VIA ADDENDUM WILL BE VALID.
4. **SPECIFICATIONS:** RESPONSES WILL BE HELD TO STRICT COMPLIANCE WITH THE SPECIFICATIONS. IF A RESPONSE DEVIATES FROM THE SPECIFICATIONS, THE DEVIATION MUST BE CLEARLY NOTED. WHEN BRAND NAME OR MANUFACTURER'S NUMBERS ARE STATED IN THE SPECIFICATIONS, THEY ARE INTENDED TO ESTABLISH A STANDARD ONLY AND ARE NOT RESTRICTIVE UNLESS THE SOLICITATION STATES: "NO SUBSTITUTE." RESPONSES WILL BE CONSIDERED ON OTHER MAKES, MODELS, OR BRANDS HAVING COMPARABLE QUALITY, STYLE, AND PERFORMANCE CHARACTERISTICS. ALTERNATE EQUIPMENT IS SUBJECT TO APPROVAL AND MUST BE AVAILABLE FOR DEMONSTRATION. SAMPLES MAY BE REQUIRED PRIOR TO AWARD. ALTERNATE RESPONSES OFFERING LOWER QUALITY WILL NOT BE CONSIDERED. ALL SPECIFICATIONS ARE FOR NEW EQUIPMENT UNLESS OTHERWISE NOTED IN THE SOLICITATION. RESPONDERS MUST CLEARLY INDICATE IF THEY ARE OFFERING OTHER THAN NEW EQUIPMENT. THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL RESPONSES THAT ARE NOT AN APPROVED EQUAL.

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

5. **MATERIAL DEVIATION:** THE RESPONDER SHALL BE PRESUMED TO BE IN AGREEMENT WITH THESE TERMS AND CONDITIONS UNLESS IT TAKES SPECIFIC EXCEPTION TO ONE OR MORE OF THE CONDITIONS. SUBMISSION BY THE RESPONDER OF ITS PROPOSED LANGUAGE SHALL NOT BE VIEWED AS AN EXCEPTION UNLESS THE RESPONDER SPECIFICALLY STATES IN THE RESPONSE THAT ITS PROPOSED CHANGES ARE INTENDED TO SUPERSEDE THE STATE'S TERMS AND CONDITIONS.

A MATERIAL DEVIATION IS AN EXCEPTION TO THE SOLICITATION GENERAL OR SPECIAL TERMS AND CONDITIONS THAT:

- GIVES THE RESPONDER TAKING THE EXCEPTION A COMPETITIVE ADVANTAGE OVER OTHER RESPONDERS, OR
- GIVES THE STATE SOMETHING SIGNIFICANTLY DIFFERENT FROM THAT WHICH THE STATE REQUESTED.

6. **DELIVERY:** THE SOLICITATION SHOWS THE EXPECTED DELIVERY DATE TO THE REQUISITIONING AGENCY. IF THE RESPONDER CANNOT MEET THE STATED DELIVERY DATE, AN ALTERNATE DELIVERY SCHEDULE MAY BE OFFERED. THE USE OF AN ALTERNATE DELIVERY OFFER MAY BECOME A FACTOR IN THE AWARD. THE STATE RESERVES THE RIGHT TO REJECT A LOWER-PRICED RESPONSE THAT OFFERS DELAYED OR PROTRACTED DELIVERY IN FAVOR OF A HIGHER-PRICED RESPONSE OFFERING A MORE TIMELY DELIVERY. SUCH RESPONDERS ARE OBLIGATED TO DELIVER WITHIN THE QUOTED LEAD TIMES.
7. **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."
8. **CASH DISCOUNT TERMS:** PROMPT PAYMENT DISCOUNTS OFFERED FOR PAYMENT IN LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN MAKING THE AWARD. PROMPT PAYMENT DISCOUNTS OFFERED WITH NET 30 PAYMENT TERMS WILL BE CONSIDERED IN MAKING THE AWARD. THE DATE FROM WHICH DISCOUNT TIME IS CALCULATED SHALL BE THE DATE OF RECEIPT OF THE INVOICE, RECEIPT OF SHIPMENT OR DATE OF ACCEPTANCE, WHICHEVER IS LATER. IF TESTING IS PERFORMED, HOWEVER, THEN THE DATE SHALL BE THE DATE OF ACCEPTANCE OF THE GOODS OR SERVICES.
9. **PUBLICITY:** THE CONTRACT VENDOR SHALL NOT MAKE ANY REPRESENTATION OF THE STATE'S OPINION OR POSITION AS TO THE QUALITY OR EFFECTIVENESS OF THE PRODUCT AND/OR SERVICES THAT ARE THE SUBJECT OF THE CONTRACT WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATE'S AUTHORIZED REPRESENTATIVE. "REPRESENTATIONS" INCLUDE, BUT ARE NOT LIMITED TO, PUBLICITY, ADVERTISEMENTS, NOTICES, PRESS RELEASES, REPORTS, SIGNS, AND SIMILAR PUBLIC NOTICES.
10. **COPYRIGHT:** THE RESPONDER SHALL SAVE AND HOLD HARMLESS THE STATE OF MINNESOTA, ITS OFFICERS, REPRESENTATIVES, 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.

11. **TG/ED VENDOR PREFERENCE:** IN ACCORDANCE WITH MINNESOTA STATUTES 16C.16, SUBDIVISIONS 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 SOLICITATION. THE PREFERENCE IS APPLIED ONLY TO THE FIRST \$500,000 OF THE RESPONSE. ELIGIBLE TG/ED BUSINESSES MUST BE 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 [HTTP://WWW.MMD.ADMIN.STATE.MN.US/MN02001.HTM](http://www.mmd.admin.state.mn.us/mn02001.htm), OR CALL THE MATERIALS MANAGEMENT DIVISION'S HELPLINE AT 651.296.2600. PERSONS WITH A HEARING OR SPEECH DISABILITY MAY CONTACT US BY CALLING MINNESOTA RELAY AT 711. TO VERIFY TG/ED CERTIFICATION, REFER TO THE MATERIALS MANAGEMENT DIVISION'S WEBSITE AT [WWW.MMD.ADMIN.STATE.MN.US](http://www.mmd.admin.state.mn.us) UNDER "VENDOR INFORMATION, DIRECTORY OF CERTIFIED TG/ED VENDORS."

TO VERIFY TG ELIGIBILITY FOR PREFERENCE REFER TO MATERIALS MANAGEMENT DIVISION'S WEBSITE UNDER "VENDOR INFORMATION, TARGETED GROUPS ELIGIBLE FOR PREFERENCE IN STATE PURCHASING" OR CALL THE DIVISION'S HELP LINE AT 651-296-2600. FOR TTY/TDD COMMUNICATION CONTACT THE DIVISION THROUGH THE MINNESOTA RELAY SERVICE AT 1-800-627-3529.

12. **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 WILL RECEIVE A 6 PERCENT PREFERENCE ON THE BASIS OF AWARD FOR THIS SOLICITATION. THE PREFERENCE IS APPLIED ONLY TO THE FIRST \$500,000 OF THE RESPONSE.

ELIGIBLE VETERAN-OWNED AND ELIGIBLE SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES INCLUDE CERTIFIED SMALL BUSINESSES 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](http://www.vetbiz.gov).

IF REQUESTING PREFERENCE, PROVIDE THIS FORM AND THE DOCUMENTATION ABOVE WITH YOUR RESPONSE.

13. **LAWS AND REGULATIONS:** ANY AND ALL GOODS AND SERVICES OFFERED AND FURNISHED MUST COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS, INCLUDING M.S. 181.59 PROHIBITING DISCRIMINATION.
14. **GOVERNING LAW:** THE SOLICITATION AND THE CONTRACT WILL BE CONSTRUED IN ACCORDANCE WITH AND PERFORMANCE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA. EXCEPT TO THE EXTENT THAT THE PROVISIONS OF THE CONTRACT ARE CLEARLY INCONSISTENT THEREWITH, THE CONTRACT WILL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE (UCC) AS ADOPTED BY THE STATE OF MINNESOTA. TO THE EXTENT THE CONTRACT ENTAILS DELIVERY OR PERFORMANCE OF SERVICES, THE SERVICES WILL BE DEEMED "GOODS" WITHIN THE MEANING OF THE UCC, EXCEPT WHEN TO DEEM SUCH SERVICES AS "GOODS" IS UNREASONABLE.
15. **CERTIFICATION OF NON COLLUSION:** BY SUBMITTING A RESPONSE TO THE SOLICITATION, I HEREBY SWEAR (OR AFFIRM) UNDER PENALTY OF PERJURY:
A. THAT I AM THE RESPONDER (IF THE RESPONDER IS AN INDIVIDUAL), A PARTNER IN THE COMPANY (IF THE RESPONDER IS A PARTNERSHIP) OR AN OFFICER OR EMPLOYEE OF THE RESPONDERING CORPORATION HAVING AUTHORITY TO SIGN ON ITS BEHALF (IF THE RESPONDER IS A CORPORATION);

B. THAT THE ATTACHED RESPONSE HAS BEEN ARRIVED AT BY THE RESPONDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH AND WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF ACTION WITH ANY OTHER VENDOR DESIGNED TO LIMIT FAIR OR OPEN COMPETITION;
C. THAT THE CONTENTS OF THE SOLICITATION RESPONSE HAVE NOT BEEN COMMUNICATED BY THE RESPONDER OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF THE RESPONDER AND WILL NOT BE COMMUNICATED TO ANY OTHER INDIVIDUAL PRIOR TO THE OFFICIAL OPENING OF THE RESPONSE.
ANY EVIDENCE OF COLLUSION AMONG RESPONDERS IN ANY FORM DESIGNED TO DEFEAT COMPETITIVE RESPONSES WILL BE REPORTED TO THE MINNESOTA ATTORNEY GENERAL FOR INVESTIGATION AND APPROPRIATE ACTION.

16. DISPOSITION OF RESPONSES: ALL MATERIALS SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BECOME PROPERTY OF THE STATE AND WILL BECOME PUBLIC RECORD AFTER THE EVALUATION PROCESS IS COMPLETED AND AN AWARD DECISION MADE. IF THE RESPONDER SUBMITS INFORMATION IN RESPONSE TO THIS SOLICITATION THAT IT BELIEVES TO BE TRADE SECRET MATERIALS, AS DEFINED BY THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, MINN. STAT. 13.37, THE RESPONDER MUST:
- A. CLEARLY MARK ALL TRADE SECRET MATERIALS IN ITS RESPONSE AT THE TIME THE RESPONSE IS SUBMITTED,
 - B. INCLUDE A STATEMENT WITH ITS RESPONSE JUSTIFYING THE TRADE SECRET DESIGNATION FOR EACH ITEM, AND
 - C. DEFEND ANY ACTION SEEKING RELEASE OF THE MATERIALS IT BELIEVES TO BE TRADE SECRET, AND INDEMNIFY AND HOLD HARMLESS THE STATE, ITS AGENTS AND EMPLOYEES, FROM ANY JUDGMENTS AWARDED AGAINST THE STATE IN FAVOR OF THE PARTY REQUESTING THE MATERIALS, AND ANY AND ALL COSTS CONNECTED WITH THAT DEFENSE. THIS INDEMNIFICATION SURVIVES THE STATE'S AWARD OF A CONTRACT. IN SUBMITTING A RESPONSE TO THE SOLICITATION, THE RESPONDER AGREES THAT THIS INDEMNIFICATION SURVIVES AS LONG AS THE TRADE SECRET MATERIALS ARE IN POSSESSION OF THE STATE. THE STATE IS REQUIRED TO KEEP ALL THE BASIC DOCUMENTS RELATED TO ITS CONTRACTS, INCLUDING RESPONSES TO SOLICITATION, FOR A MINIMUM OF SEVEN YEARS. THE STATE WILL NOT CONSIDER THE PRICES SUBMITTED BY THE RESPONDER TO BE TRADE SECRET MATERIALS.
17. JURISDICTION AND VENUE: THIS SOLICITATION AND THE CONTRACT, AMENDMENTS AND SUPPLEMENTS THERETO, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA. VENUE FOR ALL LEGAL PROCEEDINGS ARISING OUT OF THE CONTRACT OR BREACH THEREOF SHALL BE IN THE STATE OR FEDERAL COURT WITH COMPETENT JURISDICTION IN RAMSEY COUNTY, MINNESOTA.
18. ASSIGNMENT: THE CONTRACT VENDOR SHALL NOT SELL, TRANSFER, ASSIGN, OR OTHERWISE DISPOSE OF THE CONTRACT OR ANY PORTION HEREOF OR OF ANY RIGHT, TITLE, OR INTEREST HEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATE'S AUTHORIZED REPRESENTATIVE. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE CONTRACT VENDOR SHALL GIVE WRITTEN NOTICE TO THE STATE'S AUTHORIZED REPRESENTATIVE OF SUCH A POSSIBILITY AT LEAST 30 DAYS PRIOR TO THE SALE, TRANSFER, ASSIGNMENT, OR OTHER DISPOSITION OF THE CONTRACT. FAILURE TO DO SO MAY RESULT IN THE CONTRACT VENDOR BEING HELD IN DEFAULT. THIS CONSENT REQUIREMENT 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.
19. COPYRIGHTED MATERIAL WAIVER: THE STATE RESERVES THE RIGHT TO USE, REPRODUCE, AND PUBLISH RESPONSES IN ANY MANNER NECESSARY FOR STATE AGENCIES AND LOCAL UNITS OF GOVERNMENT TO ACCESS THE RESPONSES INCLUDING BUT NOT LIMITED TO, PHOTOCOPYING, STATE INTRANET/INTERNET POSTINGS, BROADCAST FAXING, AND DIRECT MAILING. IN THE EVENT THE RESPONSE CONTAINS COPYRIGHTED OR TRADEMARKED MATERIALS, IT IS THE RESPONDER'S RESPONSIBILITY TO OBTAIN PERMISSION FOR THE STATE TO REPRODUCE AND PUBLISH THE INFORMATION, REGARDLESS OF WHETHER THE RESPONDER IS THE MANUFACTURER OR RESELLER OF THE PRODUCTS LISTED IN THE MATERIALS. BY SIGNING ITS RESPONSE, THE RESPONDER CERTIFIES THAT IT HAS OBTAINED ALL NECESSARY APPROVALS FOR THE REPRODUCTION AND/OR DISTRIBUTION OF THE CONTENTS OF ITS RESPONSE AND AGREES TO INDEMNIFY, PROTECT, SAVE AND HOLD THE STATE, ITS REPRESENTATIVES AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS ARISING FROM THE VIOLATION OF THIS SECTION AND AGREES TO PAY ALL LEGAL FEES INCURRED BY THE STATE IN THE DEFENSE OF ANY SUCH ACTION.
20. STATE AUDIT: PURSUANT TO MINN. STAT. 16C.05, SUBDIVISION 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.
21. NOTICE TO RESPONDERS: PURSUANT TO MINN. STAT. 270.65, SUBDIVISION 3, MINNESOTA CONTRACT VENDORS ARE REQUIRED TO PROVIDE THEIR MINNESOTA TAX IDENTIFICATION NUMBER AND FEDERAL EMPLOYER IDENTIFICATION NUMBER (OR SOCIAL SECURITY NUMBER). NON-MINNESOTA CONTRACT VENDORS ARE REQUIRED TO PROVIDE THEIR FEDERAL EMPLOYER I.D. NUMBER (OR SOCIAL SECURITY NUMBER) ONLY. THIS INFORMATION MAY BE USED IN THE ENFORCEMENT OF FEDERAL AND STATE TAX LAWS. SUPPLYING THESE NUMBERS COULD RESULT IN ACTION TO REQUIRE A CONTRACT VENDOR TO FILE TAX RETURNS AND PAY DELINQUENT STATE TAX LIABILITIES. THESE NUMBERS WILL BE AVAILABLE TO FEDERAL AND STATE TAX AUTHORITIES AND STATE PERSONNEL INVOLVED IN THE PAYMENT OF STATE OBLIGATIONS.

22. **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.

23. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY:** THE CONTRACT VENDOR SHALL INDEMNIFY, PROTECT, SAVE AND HOLD HARMLESS THE STATE, ITS REPRESENTATIVES AND EMPLOYEES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, INCLUDING ALL LEGAL FEES INCURRED BY THE STATE ARISING FROM THE PERFORMANCE OF THE CONTRACT BY THE CONTRACT VENDOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS CLAUSE SHALL NOT BE CONSTRUED TO BAR ANY LEGAL REMEDIES THE CONTRACT VENDOR MAY HAVE WITH THE STATE'S FAILURE TO FULFILL ITS OBLIGATIONS PURSUANT TO THE CONTRACT.

THE STATE AGREES THAT THE CONTRACT VENDOR, ITS PRINCIPALS, MEMBERS AND EMPLOYEES SHALL NOT BE LIABLE TO THE STATE FOR ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THE GOODS PROVIDED OR SERVICES PERFORMED HEREUNDER FOR AN AGGREGATE AMOUNT IN EXCESS OF \$10,000,000 OR THE CONTRACT AMOUNT, WHICHEVER IS GREATER. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO DAMAGES FOR PERSONAL INJURY OR DEATH, OR TO THE CONTRACT VENDOR'S OBLIGATION TO INDEMNIFY, AND HOLD THE STATE HARMLESS AGAINST INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. THIS INDEMNIFICATION DOES NOT INCLUDE LIABILITIES CAUSED BY THE STATE'S GROSS NEGLIGENCE OR INTENTIONAL WRONG DOING OF THE STATE.

24. **DEFAULT:** A STATE PURCHASE ORDER CONSTITUTES A BINDING CONTRACT. ALL COMMODITIES FURNISHED WILL BE SUBJECT TO INSPECTION AND ACCEPTANCE BY THE REQUISITIONING ENTITY AFTER DELIVERY. NO SUBSTITUTIONS OR CANCELLATIONS ARE PERMITTED WITHOUT WRITTEN APPROVAL OF THE STATE CONTRACTING AGENCY. BACK ORDERS, DEFAULTS IN CONTRACTED DELIVERY, OR FAILURE TO MEET SPECIFICATIONS IN THE PURCHASE ORDER AND/OR THE SOLICITATION AUTHORIZE THE STATE CONTRACTING AGENCY TO CANCEL THE AWARD OR ANY PORTION OF IT, PURCHASE ELSEWHERE, AND CHARGE THE FULL INCREASE, IF ANY, IN COST AND HANDLING TO THE DEFAULTING CONTRACT VENDOR. A CONTRACT VENDOR MAY BE REMOVED FROM THE STATE'S VENDOR LIST OR SUSPENDED OR DEBARRED FROM RECEIVING AWARDS FOR CONSISTENT FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT, OR FOR FAILURE TO PAY THE STATE FOR THE COST INCURRED ON DEFAULTED CONTRACTS.

25. **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 RULES OF PUBLIC ACCESS TO RECORDS OF THE JUDICIAL BRANCH PROMULGATED BY THE MINNESOTA SUPREME COURT AS THE SAME MAY BE AMENDED FROM TIME TO TIME) AS IT APPLIES TO ALL DATA PROVIDED BY THE STATE TO THE CONTRACT VENDOR AND ALL DATA PROVIDED TO THE STATE BY THE CONTRACT VENDOR. IN ADDITION, THE MINNESOTA GOVERNMENT DATA PRACTICES ACT APPLIES TO ALL DATA CREATED, COLLECTED, RECEIVED, STORED, USED, MAINTAINED, OR DISSEMINATED BY THE CONTRACT VENDOR IN ACCORDANCE WITH THIS CONTRACT THAT IS PRIVATE, NONPUBLIC, PROTECTED NONPUBLIC, OR CONFIDENTIAL AS DEFINED BY THE MINNESOTA GOVERNMENT DATA PRACTICES ACT, CH. 13 (AND WHERE APPLICABLE, THAT IS NOT ACCESSIBLE TO THE PUBLIC UNDER THE RULES OF PUBLIC ACCESS TO RECORDS OF THE JUDICIAL BRANCH).

IN THE EVENT THE CONTRACT VENDOR RECEIVES A REQUEST TO RELEASE THE DATA REFERRED TO IN THIS ARTICLE, THE CONTRACT VENDOR MUST IMMEDIATELY NOTIFY THE STATE. THE STATE WILL GIVE THE CONTRACT VENDOR INSTRUCTIONS CONCERNING THE RELEASE OF THE DATA TO THE REQUESTING PARTY BEFORE THE DATA IS RELEASED. THE CIVIL REMEDIES OF MINN. STAT. SECTION 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.

26. **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 STATE'S AUTHORIZED REPRESENTATIVE, THE STATE MAY TERMINATE THE CONTRACT FOR DEFAULT. THE PROVISIONS OF THIS CLAUSE SHALL BE INCLUDED IN ALL SUBCONTRACTS FOR WORK TO BE PERFORMED, AND THE TERMS "CONTRACT," "CONTRACT VENDOR," AND "STATE'S AUTHORIZED REPRESENTATIVE" MODIFIED APPROPRIATELY TO PRESERVE THE STATE'S RIGHTS.

27. PUBLIC INFORMATION: ONCE THE INFORMATION CONTAINED IN THE RESPONSES IS DEEMED PUBLIC INFORMATION, INTERESTED PARTIES MAY REQUEST TO OBTAIN THE PUBLIC INFORMATION. CONTACT THE PERSON LISTED ON THE FRONT PAGE OF THE SOLICITATION FOR AWARD INFORMATION.

28. 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.

29. 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 PURPOSE OF SECTIONS 325E.386 TO 325E.388, THE TERMS IN THIS SECTION HAVE THE MEANINGS GIVEN THEM.

SUBDIVISION 2. COMMERCIAL DECABROMODIPHENYL ETHER. "COMMERCIAL DECABROMODIPHENYL ETHER" MEANS THE CHEMICAL MIXTURE OF DECABROMODIPHENYL ETHER, INCLUDING ASSOCIATED POLYBROMINATED DIPHENYL ETHER IMPURITIES NOT INTENTIONALLY ADDED.

SUBDIVISION 3. COMMISSIONER. "COMMISSIONER" MEANS THE COMMISSIONER OF THE POLLUTION CONTROL AGENCY.

SUBDIVISION 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 OF DOMESTIC DISTRIBUTOR OF A NONCOMESTIBLE PRODUCT CONTAINING POLYBROMINATED DIPHENYL ETHERS.

SUBDIVISION 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.

SUBDIVISION 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.

SUBDIVISION 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.

SUBDIVISION 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, 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.

30. STATE EMPLOYEE PARTICIPATION: WHEN APPLICABLE, IN COMPLIANCE WITH MINN. STAT. 16C.08 FOR PROFESSIONAL/TECHNICAL (P/T) SERVICES AND 16C.09 FOR NON P/T SERVICES, THE AVAILABILITY OF THIS CONTRACTING OPPORTUNITY IS BEING OFFERED TO STATE EMPLOYEES THAT ARE ALREADY DOING THE WORK IN QUESTION. THE STATE WILL EVALUATE THE RESPONSE OF ANY STATE EMPLOYEE, ALONG WITH THE OTHER RESPONSES TO THE SOLICITATION. AFTER THE SOLICITATION HAS BEEN ISSUED, IF A STATE AGENCY IS IDENTIFIED AS BEING ABLE AND AVAILABLE TO PERFORM THE TASK OUTLINED IN THE SOLICITATION, THE STATE RESERVES THE RIGHT TO CANCEL THE SOLICITATION IN ITS ENTIRETY. PURSUANT TO MINN. STAT. 16C.08 AND 16C.09, THE STATE MAY NOT ENTER INTO A CONTRACT THAT INCLUDES SERVICES WITH A VENDOR IF THE CONTRACT VENDOR, AND/OR ITS AGENTS ARE STATE EMPLOYEES. BY SUBMITTING A RESPONSE TO THE SOLICITATION, THE RESPONDER HEREBY CERTIFIES THAT ITS COMPANY AND/OR ITS AGENTS WILL NOT BE STATE EMPLOYEES.
31. PREVAILING WAGE: IF THIS SOLICITATION INVOLVES A PROJECT WHICH INCLUDES ERECTION, CONSTRUCTION, REMODELING, OR REPAIRING OF A PUBLIC BUILDING OR OTHER PUBLIC WORK FINANCED IN WHOLE OR PART BY STATE FUNDS, IT IS SUBJECT TO PREVAILING WAGE LAWS IN ACCORDANCE WITH MINNESOTA STATUTES 177.30-.32, 177.41-.44, 16B, AND 16C, AND CORRESPONDING RULES 5200.1000 TO 5200.1120. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PAYMENT OF ANY AND ALL REQUIRED PREVAILING WAGE RATES. IN ACCORDANCE WITH MINNESOTA STATUTES 177.30(4), 177.31, AND 177.32 THERE ARE CONTRACTOR AND SUBCONTRACTOR LIABILITIES FOR FAILURE TO ADHERE TO PREVAILING WAGE LAWS. FOR QUESTIONS REGARDING THE PREVAILING WAGE LAWS, CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY AT 651.284.5091.
32. 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 ENVIRONMENT 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 (POST-CONSUMER _____%)
RK = REDUCED PACKAGING
MU = MULTIPLE CODES (SPECIFY: _____)
TO = OTHER (SPECIFY: _____)

FOR ENVIRONMENTAL CODE DEFINITIONS SEE THE WEB SITE AT:
WWW.MMD.ADMN.STATE.MN.US/ENVIRONCODES1.HTM

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 HERE _____ AND INITIAL HERE: _____.

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:_____

33. PRICING OFFERED IN RESPONSE: PRICES LISTED IN YOUR RESPONSE TO THIS SOLICITATION MUST TAKE INTO CONSIDERATION ALL INHERENT COSTS OF PROVIDING THE REQUESTED GOODS AND/OR SERVICES. THE RESPONDER AGREES TO PAY ANY AND ALL FEES, INCLUDING, BUT NOT LIMITED TO: DUTIES, CUSTOM FEES, PERMITS, BROKERAGE FEES, LICENSES AND REGISTRATIONS. THE STATE WILL NOT PAY ANY ADDITIONAL CHARGES BEYOND THE PRICE(S) LISTED IN THE RESPONSE, UNLESS OTHERWISE PROVIDED FOR BY LAW OR EXPRESSLY ALLOWED BY THE TERMS OF THE SOLICITATION.
34. FEDERAL DEBARMENT: BY SUBMISSION OF ITS RESPONSE, THE RESPONDER CERTIFIES THAT NEITHER IT NOR ITS PRINCIPALS IS PRESENTLY DEBARRED OR SUSPENDED BY ANY FEDERAL DEPARTMENT OR AGENCY; OR IF THE AMOUNT OF THIS RESPONSE IS EQUAL TO OR IN EXCESS OF \$25,000 THAT NEITHER IT NOR ITS PRINCIPALS, NOR ITS SUBCONTRACTORS RECEIVING SUBAWARDS EQUAL TO OR IN EXCESS OF \$25,000 IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.
- IF UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, THE RESPONDER MUST ATTACH AN EXPLANATION TO ITS RESPONSE.
35. STATE REQUIREMENTS: THE CONTRACT VENDOR IS RESPONSIBLE TO PRESENT INFORMATION TO THE ORDERING STATE AGENCY REGARDING PRODUCT COMPLIANCE WITH STATE REQUIREMENTS. THE CONTRACT VENDOR'S CATALOG AND OTHER MARKETING MATERIALS UTILIZED TO OFFER PRODUCTS UNDER THE CONTRACT SHALL AFFIRMATIVELY STATE WHEN A PRODUCT IS IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE NON-VISUAL ACCESS STANDARDS (MINN. STAT. 16C.145), AND THE ENERGY STAR STANDARDS. THE CONTRACT VENDOR MUST ALSO INDICATE IN THE CATALOG OR OTHER MARKETING MATERIALS IF THE PRODUCT WILL NOT OPERATE, IS NOT INTENDED TO OPERATE, OR WILL NOT OPERATE UNDER FULL MANUFACTURER'S WARRANTY, USING PAPER WITH A POST-CONSUMER RECYCLED CONTENT OF 30 PERCENT OR GREATER. IF ANY DESCRIPTIVE MARKETING MATERIALS ARE SILENT AS TO ANY OR ALL OF THESE REQUIREMENTS (E.G., ADA COMPLIANCE, FUNCTIONS UTILIZING 30 PERCENT RECYCLED CONTENT PAPER), THE CONTRACT VENDOR AGREES THAT THE CUSTOMER CAN ASSUME THE PRODUCT MEETS OR EXCEEDS THE STATE REQUIREMENTS.

** SEALED BID (REQUEST FOR BID):
FAX RESPONSES WILL NOT BE ACCEPTED.
SEALED RESPONSES MUST BE DELIVERED TO:
STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION
50 SHERBURNE AVENUE, ROOM 112
ST. PAUL, MN 55155-1490

AND TIME-STAMPED NO LATER THAN 2:00 PM ON THE DATE SET,
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED. IN THE CASES WHERE THERE
WILL ALSO BE A REVERSE AUCTION FOR THE SOLICITATION, THERE WILL BE NO
PUBLIC OPENING.

NEW EQUIPMENT
UNITS PROPOSED AND DELIVERED MUST BE NEW WITH NO PRIOR USE AND
MUST BE OF THE LATEST STATE-OF-THE-ART DESIGN, UNLESS OTHERWISE
STATED IN THE SOLICITATION. UNITS MUST CARRY THE MANUFACTURER'S
SERIAL NUMBER OR THE ITEMS WILL BE REJECTED. UNITS MUST ALSO
CARRY THE STANDARD MANUFACTURER'S WARRANTY.
UNITS ARE TO BE UL APPROVED.

INCREASE/DECREASE
THE STATE RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES
AS BUDGET ALLOWS.

MAKE AND MODEL
LIST MAKE(S) AND MODEL(S) PROPOSED: _____

AWARD--GENERAL
AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE VENDOR MEETING ALL
TERMS, CONDITIONS, AND SPECIFICATIONS.

BID BOND INFORMATION

NO BID BOND INFORMATION FOR THIS SOLICITATION

PERFORMANCE BOND INFORMATION

NO PERFORMANCE BOND INFORMATION FOR THIS SOLICITATION

RETAINAGE INFORMATION

NO RETAINAGE PERCENT WILL BE WITHHELD

PRICE SHEET		SOLICITATION NUMBER:2022499		PAGE NO:11	
VENDOR NUMBER:		UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: MNDOT - WILLMAR 2505 TRANSPORTATION ROAD WILLMAR, MN 56201 NEED DATE: 01/29/10			
LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	COMMODITY CODE: 380-04-000000 TRAILER MOUNTED ASPHALT OR EMULSION DISTRIBUTOR STRD100-D OR APPROVED EQUAL **PER ATTACHED SPECIFICATIONS** NOTE: ALL DELIVERY COSTS SHALL BE INCLUDED IN UNIT PRICE MNDOT INTERNAL USE ONLY: UNIT #: 210036 CLASS CODE: 510 CAT CODE: 407 OFFERED: YEAR_____ MAKE_____ MODEL_____ ----- LAST ITEM -----	1	EACH	_____	_____
SOLICITATION TOTAL					_____

SCOPE. The State of Minnesota Department of Transportation (Mn/DOT) is seeking bids to purchase a trailer mounted asphalt or emulsion distributor.

The unit must be able to pass Federal Regulations 49 CFR Title 49 Part 392 and Part 393, Federal Motor Vehicle Safety Standards Part 571, all applicable Minnesota State Statutes and Minnesota Motor Vehicle Traffic Laws Chapter 169, or current revisions of all, and a Commercial Vehicle Inspection.

The State reserves the right to inspect this unit prior to final acceptance of the equipment and payment. The State will not pay any invoice for the unit until a Mn/DOT mechanic has certified the unit has passed inspection. At the time of inspection, Mn/DOT reserves the right to refuse the unit if it fails the inspection, to require a new replacement unit or to require the Contract Vendor to make any required adjustments. All costs for replacement or repair will be borne by the Contract Vendor.

This unit shall be a currently advertised production model, per specifications and approved by MN/DOT, furnished with all standard equipment advertised whether or not specifically called for here except where the item is replaced by optional over standard equipment or conflicting equipment is specified. The unit shall be complete with all equipment required and ready for immediate operation to function as listed below and the unit must meet applicable State and federal codes and standards.

The Contract Vendor must be the equipment manufacturer, or an authorized distributor for the equipment manufacturer. The Contract Vendor must be capable of furnishing the equipment as outlined and must be able to provide proof of insurance in the amounts outlined in this solicitation.

If the manufacturer is submitting the response and a Contract is awarded to the manufacturer, and they are distributing the equipment through an authorized dealer or representative, prior to Contract execution the manufacturer (Contract Vendor) will require their authorized dealer or representative to provide a certificate of insurance to the State for the coverage called for in the solicitation, unless the authorized dealer or representative has a current Certificate of Insurance on file in the Materials Management Division.

2.0 TRAILER SPECIFICATIONS

1. Trailer will be constructed to safely support all distribution equipment, product, hitch assembly, axles and safety equipment. A minimum of 2" by 6" by 3/16" rectangular tubing minimum. Stress and bend points shall be reinforced.
2. Trailer will have a 3" pintle hitch assembly that is adjustable from 24" to 32" in height.
3. Trailer will have CVI compatible safety chains and hooks.
4. The lights shall be of LED style and meet SAE standards. They shall be mounted to meet CVI regulations. There shall be two LED lights on each side in the rear. One set of turn signals and one set of brake lights.
5. All electrical wires shall be soldered and protected with heat shrink at connections except in nonpermanent locations. All nonpermanent connections shall be coated with dielectric grease. The wires shall be protected with wire loom.
6. The trailer cord shall have the round 7 pin connector with the round style pins. A pin wiring diagram shall be supplied by MN/Dot so it is compatible with MN/Dot equipment.
7. A tongue jack will be provided with a minimum rating of 5000 lbs that is capable of swinging up and locking in position when not in use.
8. The trailer shall have two axles of sufficient capacity to carry the fully loaded trailer (all tanks fully loaded and with all supplied equipment on the trailer) at no more than 80% of the rating on the suspension, axle, brakes, tires and rims. The axles shall have air brakes with ABS technology. Air over hydraulic brakes will not be accepted.
9. There shall be an equalizer carrier between the axles.
10. Fenders shall be provided that are capable of supporting 500 lbs.
11. A spare tire and mount shall be included and installed at a MN/Dot approved location by the Contract Vendor.
12. A tool box that is 12" by 12" by 36" or greater shall be included and installed on the trailer at a MN/Dot approved location by the Contract Vendor.

3.0 TANK SPECIFICATIONS

1. The product tank shall be round cylinder shape with 1200 gallon capacity. The tank shall have a 10 gauge surge plate.
2. The tank will be insulated with fiberglass insulation and covered with a steel jacket painted black.
3. The tank shall have a manhole with a minimum of 20" with a strainer basket.
4. The tank shall have a 2" ball type drain valve.
5. The tank will have a dial type thermometer at rear of tank to check the product temperature in the tank. The gauge shall have a temperature range of 0 to 550 Degree Fahrenheit minimum.
6. The tank shall be equipped with a float style level gauge using a pointer to give product level in the tank.
7. The tank shall be mounted with spring type mounts and composite separators to allow for some movement between the tank and the frame.
8. The primary heater(s) shall be a thermostat controlled forced air diesel burner system with a rating of 420,000 BTU minimum. The ignition system and safety systems will be automatic style. The safety system will shut off the burner fuel system when the flame goes out.
9. The adjustable heater controls shall keep the tank heated automatically. The controls shall be mounted in weather proof box with a transparent cover.
10. The flue(s) shall be 8" diameter from the burner to the end of the exhaust stack.
11. A dip stick with 100 gallon increments shall be provided to check product level in tank.

4.0 PRODUCT PUMPING AND APPLYING EQUIPMENT

1. The trailer shall have a diesel engine with at least 26 horsepower and be liquid cooled.
2. The engine shall have auto shutdown controls for low oil pressure and high coolant temperatures at minimum.
3. The engine will have; electric start, alternator, muffler with rain cover, battery in a steel battery box, hour meter, warning lights, engine cover and glow plugs.
4. The fuel tank will be a minimum of 30 gallons and mounted between the frame rails in front of the product tank.
5. The engine will drive a hydraulic pump and air compressor.
6. The product pump will be a 100 gallon per minute and be driven by a reversible hydraulic motor. The pump shall be a gear type pump. The pump shall be plumbed so it is capable, of circulating product in the tank, circulate product through the spray bar, purge product from spray bar, pump product to handheld wand, pump product out of spray bar at a controlled rate, flush the product system.
7. The spray bar shall be 8 feet long and have individual air operated flip valves for each nozzle. The valves shall be contained in the spray bar with no linkage. The spray bar shall be divided into two 4 foot sections.
8. The nozzles shall operate at the same time and be of a non-drip type, spaced 6" apart.
9. The product control system will provide an even and controllable flow from the nozzles and a straight start stop line. The controls will show the pump output in gallons per minute using a digital display.
10. A 5 foot spray wand with a 20 foot hose will be included. The wand will have an operating valve and handles that will remain cool to the touch. A storage compartment shall be provided on the trailer for the spray wand and hose.
11. A removable double knuckle hose boom shall be supplied.
12. A 2" by 15 foot hose with cam locks shall be supplied to load the tank.
13. An electric tank agitator with electric programmable timer shall be included.
14. A wash down system with a 10 foot hose on a reel, will be included. A tank will be included on the trailer to contain the wash down solvent. The wash down system shall have a burner lock out so the burner will not run while the wash down system is in use.
15. Three electric heaters shall be installed to heat the product tank. Each of the electric heaters shall be 2.2 KW at 120 volt single phase. The heaters shall be emersion type electric heaters.
16. The electric heaters shall have a Nema L5-30-R style plug on the end of the cord to match up with the equipment at MN/Dot.

5.0 OTHER REQUIREMENTS

1. When delivered the complete unit shall be in working condition and ready to be used by the operator.
2. The Contract Vendor shall give training in operation, maintenance, and safety of entire purchased unit before payment will be made.
3. All paint shall be lead free.
4. Repair manual and operators manuals shall be included at time of delivery.
5. The Contract Vendor shall furnish a standard manufacturer's warranty. The Contract Vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery charges that are a result of equipment failure(s) during the warranty period. This shall be performed immediately without any delay. This warranty shall commence when the unit is put into service. The responding vendor shall state the warranty for the complete unit or components if different than the standard manufacturer's warranty.

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

EQUIPMENT INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor), and/or their authorized distributor, dealer, reseller, subcontractor (Subcontractor), shall maintain insurance to cover claims which may arise from operations under this Contract, whether such operations are by the Contract Vendor, their Subcontractor, or by anyone directly or indirectly employed under this Contract. The State will determine whether the Contract Vendor or the Contract Vendor's Subcontractor insurance will be filed with the State.

The Contract Vendor, or their Subcontractor, 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 Contract Vendor, or their Subcontractor, under this Contract can provide applicable services to the State of Minnesota and/or CPV members, hereinafter referred to as Owner.

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

REQUIREMENTS FOR THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits, or their Subcontractor's policy limits, to satisfy the full policy limits required by the Contract.

The Contract Vendor's policy(ies), or their Subcontractor's policy(ies), shall contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor, or their Subcontractor, is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor, or their Subcontractor, is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an "AM Best" rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the state of Minnesota.

NOTICE TO THE CONTRACT VENDOR OR THEIR SUBCONTRACTOR:

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof or failure of the insurance company to notify the State of the cancellation or non-renewal of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor, or their Subcontractor, to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contract Vendor, or their Subcontractor, is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor or their Subcontractor. 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 Contract Vendor's insurance company, or their Subcontractor's insurance company, waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

POLICY REQUIREMENTS:

1. Workers' Compensation Insurance:

- A. Statutory Compensation Coverage. If MN Statute 176.041 exempts the Contract Vendor, or their Subcontractor, from Workers' Compensation insurance or if the Contract Vendor, or their Subcontractor, has no employees in the State of Minnesota, the Contract Vendor, or their Subcontractor, must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excluded the Contract Vendor, or their Subcontractor, from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor, or their Subcontractor, becomes eligible for Workers' Compensation, the Contract Vendor, or their Subcontractor, must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

- B. Coverage B – Employer's Liability with 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

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

2. Automobile Liability or Garage Liability Insurance:

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

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

- B. Coverages:
☒ Owned Automobile
☒ Non-owned Automobile
☒ Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor or as directed by the State.

3. General Liability or Garage Liability Insurance:

The Contract Vendor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

☒ Premises and Operations Bodily Injury and Property Damage

☒ Personal & Advertising Injury

☒ Blanket Contractual

☒ Products and Completed Operations

☒ **State of Minnesota named as an Additional Insured**

4. **Garagekeepers Liability or Property of Others Insurance or equivalent:**

The Contract Vendor, or their Subcontractor, shall maintain insurance to cover loss or damage to Owners autos or equipment in the care, custody, and control of Contract Vendor, or their Subcontractor, if ANY warranty or service work is performed by the Contract Vendor, or their Subcontractor.

Garagekeepers Liability insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State of Minnesota.

Property of Others insurance or equivalent is required for Contract Vendors, or their Subcontractor, performing warranty or service work on mobile equipment.