

Minnesota Pollution Control Agency

Contractor and Subcontracting Purchasing Manual

April 2024



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This Manual was written in cooperation by the
Minnesota Pollution Control Agency
and
Minnesota Department of Administration

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i-admin9-01

*The MPCA is reducing printing and mailing costs by using the Internet to distribute reports and information to wider audience.
For additional information, see the MPCA website at <https://www.pca.state.mn.us/business-with-us/contractor-and-subcontractor-guidance>)*

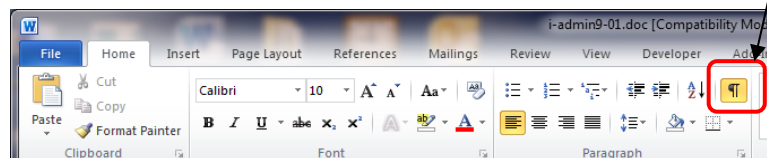
Foreword

Minnesota Pollution Control Agency (MPCA) Contractors are required to follow the MPCA Contractor and Subcontracting Purchasing Manual (Purchasing Manual). The State (Office of State Procurement [OSP] and MPCA) reserves the right to update said instructions at any point. Once the MPCA has distributed any revised instructions to the MPCA Contractors, the MPCA Contractors are required to implement all changes based on the revision date of the Purchasing Manual.

Procurements under this Purchasing Manual must be made in accordance with all state of Minnesota laws, including but not limited to Minnesota Statutes Chapters 16A, 16B and 16C, and all rules, policies and procedures adopted by the Commissioner of Administration. The MPCA Contractors are responsible for ensuring that procurements under this Purchasing Manual are in compliance with all procurement laws, rules, policies, and procedures.

This entire document applies to subcontracting of services and commodities for the following MPCA Contracts: Operation and Maintenance of Closed Landfills Contract, Emergency Response Contract, Remediation Master Contract, and other contracts as determined by OSP. This document applies only to MPCA for MPCA sites unless a specific exception is granted by OSP.

Note: To view the “**Hidden Text**”, you need to click on the “show/hide button”.
(Found in the paragraph section of the “Home tab” on the menu bar.)



Also remember that hidden text does **not** print.

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Section 1

Use of State Contracts

Contractors shall use State Contracts and supervise the State Contractors as appropriate, or the State may directly use the State Contractors, such as the Sampling and Analytical Contract, the Hazardous Waste Management Contracts, etc. For a list of OSP Contracts available to CPV Members, go to: <https://mn.gov/admin/osp/other-purchasers/cpv/available-contracts.jsp>. More information about the purchasing manual can be found at <https://www.pca.state.mn.us/business-with-us/contractor-and-subcontractor-guidance>.

The Minnesota Pollution Control Agency (MPCA) has the option to directly hire State Contractors without processing through the MPCA Contractor if the need arises. MPCA staff must review the specific State Contracts for the process and procedure for hiring the State Contractor.

Note to MPCA Project Managers: If the project is estimated to be \$5,000 or more, prior to hiring a State Contractor for any Service Project, the MPCA Project Manager must document that State Employees are not able and available to perform the service on a specific Service Project.

An Acquisitions Service Certification Form must be completed by the MPCA Project Manager and approved prior to the project being offered to a

Note: This MPCA State Contract Order Form is not a State Purchase Order and must not be entered into the State's SWIFT accounting system.

State Contractor. If a partial blanket/blanket service certification is in place for the state contract for the appropriate fiscal year, an email indicating that the State Employees are not able and available to perform the service is appropriate. Talk to your MPCA Contract Manager if you have any questions.

The written documentation must be kept in the MPCA fiscal file.

When hiring a State Contractor the tasks must be within the scope of the State Contract and for the rates that are in the State Contract. The MPCA State Contract Order Form must be used and signed by MPCA Contractor and the State Contractor before work can begin. It becomes part of the MPCA Work Order/Work Plan or may be a new amendment to the Work Order, which is then encumbered into the State's SWIFT accounting system (this is determined by the procedures in the MPCA Contract). The MPCA Contractor must send a copy of the signed MPCA State Contract Order Form to the MPCA Project Manager.

The MPCA does not expect full time on site supervision of the State Contractors.

The MPCA Contractor must provide to the State Contractor a scope of services and/or specifications that will be performed by the State Contractor. When the MPCA Contractor hires a State Contractor, the MPCA Contractor is required to pay the State Contractor within 30 days after receipt of the invoice for undisputed billings from the State Contractor. The MPCA Contractor is responsible to assure the State Contractor's invoice and services were in compliance with the MPCA Work Order, State Contract scope of services and the fee schedules. The MPCA Contractor shall also assure the services were provided. The MPCA Contractor has the option to submit invoices twice a month to expedite payment of State Contractor/Subcontractor invoices.

The MPCA Contractor must pay appropriate sales tax where required.

The MPCA Contractor is the oversight Contractor and will provide direction to the State Contractor. The MPCA Contractor is responsible for informing the MPCA Project Manager and MPCA Contract Manager regarding non-performance by a State Contractor. The MPCA Contractor and the State Contractor are responsible to follow the MPCA Contractor's Health and Safety Plan. The MPCA Contractor must notify the MPCA Project Manager regarding it non-performance of Health and Safety Conditions.

If there is a State Contractor for the commodity or service, but no State Contractor specific to the task and region is available, the MPCA Project Manager or Contract Manager must provide a Justification Form for Non-Use of a State Contractor to the MPCA Contract Manager. The MPCA Contract Manager with the appropriate documentation may authorize subcontracting with a qualified contractor, following the subcontracting provision in "Solicitation Requirements, Instructions, and Forms for Commodities and/or Service Projects for MPCA Contracts" (Section 2) or "Solicitation Requirements, Instructions, and Forms for Construction" (Section 3).

- **See the following attached example forms:**

- MPCA State Contract Order Form

- MPCA Justification for Non-Use of State Contractor Form

State Contract title: _____ State Contract #: _____ State Contract Release #: _____
 MPCA purchase order #: _____ Project name: _____

State Contractor information

 Contractor name: _____
 Address: _____
 Contact name: _____ Phone: _____ Vendor quote no.: _____
(if applicable)

Supplemental terms

1. Show the State Contract number on invoice and all tags, packages, and correspondence.
2. This MPCA State Contract Order Form incorporates by reference all terms, conditions, and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First; this MPCA State Contract Order Form, second; the RFP/RFB, third; the vendor's response.
3. All deliveries/services hereunder shall comply with all applicable state of Minnesota and federal laws.
4. Invoicing must match line items on the MPCA State Contract Order Form.
5. Notwithstanding any language to the contrary herein, the _____ shall be solely responsible for the payment of the amounts payable by the state of Minnesota under this MPCA State Contract Order Form, As provided in MPCA Contract No. _____. The MPCA Contractor's responsibility under this State Contract Order Form is to make payments of amounts due hereunder, and as provided in requests for payment submitted and approved by the State.
6. If State Contract requires prevailing wage, the State Contractor must submit prevailing wage payroll information to Prevailingwage.pca@state.mn.us. See specific State Contract Release for details.

Ship to information

 Name: _____
 Address: _____
 Contact name: _____ Phone: _____ Discount terms: _____
 Ship via: _____ Freight terms: _____ Requested delivery: _____

Bill to information

 Name: _____
 Address: _____
 Contact name: _____ Phone: _____

| Line | Description | Quantity | Unit | Unit price | Amount |
|--------------------|-------------|----------|------|------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| Order total | | | | | |

MPCA Contractor

 Signature: _____
(This document has been electronically signed.)
 Title: _____
 Date (mm/dd/yyyy): _____
 Phone number: _____
 MPCA contract no.: _____

State Contractor

 Signature: _____
(This document has been electronically signed.)
 Title: _____
 Date (mm/dd/yyyy): _____
 Phone number: _____
 Purchase order no.: _____

This form is only to be used if a State Contractor cannot perform a task included in a State Contract. A completed form must be kept in the appropriate MPCA financial file.

Note to MPCA Project Managers: If the project is estimated to be \$5,000 or more, prior to hiring a State Contractor for any Service Project, the MPCA Project Manager must document that State Employees are not able and available to perform the service on a specific Service Project. An Acquisitions Service Certification Form must be completed by the MPCA Project Manager and approved prior to the project being offered to a State Contractor.

MPCA Contractor information

Division name: _____ Program name: _____
Contractor name: _____ Phone: _____ Project Manager: _____

State Contractor information

Contractor name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact name: _____ Phone: _____ Contract number: _____
Date State Contractor contacted regarding scope of services: _____ Method of correspondence: (email, phone, etc.) _____

Description of services

Justification category (check applicable box; attach documentation or provide explanation below)

- | | |
|---|--|
| <input type="checkbox"/> Unable to meet schedule of work/timeframe | <input type="checkbox"/> Contractor unavailable |
| <input type="checkbox"/> Task not covered in current contract | <input type="checkbox"/> Equipment not available |
| <input type="checkbox"/> Location of work not covered in current contract | <input type="checkbox"/> Other proprietary situation |
| | <input type="checkbox"/> Other |

Provide brief description why this task must be subcontracted as noted above (attach additional pages if needed):

Note: The following are unlikely to be sufficient justifications:

- Personal or agency preference for a different contractor
- Agency perception that different contractor is the best qualified
- Past or existing relationship with the contractor
- Special incentive or deal offered (can be assessed in open and competitive solicitation)
- Agency convenience

Approvals

MPCA Contract Manager

Approved by: _____ Date (mm/dd/yyyy): _____
(This document has been electronically signed.)

Section 2

Solicitation requirements, instructions, and forms:

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Introduction

This Section applies to the MPCA Contracts (**Contracts**) listed on Foreword page.

Subcontracting is not allowed for PT (Professional Technical) services. If the MPCA Contractor and/or MPCA Project Manager need additional PT contract services, the MPCA Project Manager should contact an MPCA Contracts Unit for assistance in issuing a PT Contract for those services. If the MPCA Contractor or MPCA Project Manager is unsure if the scope of work is a PT service, contact the MPCA Contracts Unit for a determination.

These terms, instructions, and forms apply to and are incorporated as a part of the **Contracts** and shall be followed by the MPCA Contractors.

No Single Source or Sole Source subcontract is allowed.

Note to MPCA Project Managers for any Service Project: If the project is estimated to be \$5,000 or more, the MPCA Project Manager must document that State Employees are not able and available to perform the service on a specific Service Project. An Acquisitions Service Certification Form must be completed by the MPCA Project Manager and approved prior to the project being offered for competitive solicitation. Service contracts must not exceed two years. If a partial blanket/blanket service certification is in place for the state contract for the appropriate fiscal year, an email indicating that the State Employees are not able and available to perform the service is appropriate. Talk to your MPCA Contract Manager if you have any questions.

If the MPCA Contractor is having more than one type of work performed in a defined area (i.e., they have issued two or more orders to different kinds of subcontractors to have different kinds of work done at the same site at the same time) with their coordination and oversight, the MPCA Contractor should not look at these as several small projects to be done at the same time at one site, but as one project with several parts to be done at one site.

The MPCA Contractor should bundle all of the work into one service solicitation that is solicited through the Minnesota Department of Administration, Office of State Procurement (OSP) for a Contract valued over \$50,000. If the solicitation is under \$50,000, the MPCA Contractor shall follow Section 2 resulting in one Prime Contractor, who would have one or more subcontractors, and that Prime Contractor along with the MPCA Contractor would be responsible for coordinating and overseeing all of the work of the project.

A. Definitions: This definition section applies to this document only.

Commodity: An off-the-shelf product such as equipment and supplies where there is no installation required, only delivery of the product. Proof of insurance is not required for the purchase of commodities.

Owner: The representative for the discharge of this Contract is the MPCA.

Service: Work done or duty performed, for another or others. Some typical examples of services include: equipment maintenance (preventative test and inspection), snow removal, lawn care (mowing), leachate hauling, pest control, sampling and analytical, utility locate, rubbish disposal, janitorial, and security.

Acquisitions Service Certification Form: A state of Minnesota internal form that documents that State Employees are not able and available to provide service on a specific Service Project. This form is required to be completed and approved for any Non-professional Technical Service Project estimated to be \$5,000 or more before the project may be offered for competitive solicitation or to a State Contractor for a service.

MPCA Contractor: A Contractor for the MPCA under one of the **Contracts**.

State Contractor: A Contractor for the state of Minnesota that an MPCA Contractor may use. Examples of State contracts that include services are Hazardous Waste Management and Sampling and Analysis.

Subcontractor/Contractor: A Contractor hired by an MPCA Contractor under one of the **Contracts** to provide commodities or services.

Professional Technical (PT) Contract: Services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. PT Contracts do not include the provision of supplies or materials except by the approval of the Commissioner of the Department of Administration or except as incidental to the provision of professional or technical services (Minn. Stat. § 16C.08, subd. 1).

B. General subcontracting terms

The MPCA Contractor may subcontract tasks within the scope of the applicable **Contracts**. The MPCA Contractor must verify which scope of services can be subcontracted in its Contract. The MPCA Contractor may not bid subcontracts for more than \$50,000.00. Subcontractors over \$50,000.00 are solicited through OSP. All selection of subcontractors must be reviewed and approved by the MPCA Project Manager or the MPCA Contract Manager. The General Subcontracting Terms of the “Solicitation Requirements, Instruction, and Forms for Commodities and/or Non-professional Technical Service Projects up to \$50,000 for MPCA **Contracts**” are incorporated into the **Contracts** and must be followed by the MPCA Contractor.

The MPCA Contractor is responsible for all work assigned to the MPCA Contractor under the applicable **Contracts** whether the work is actually performed by the MPCA Contractor or a Subcontractor. The MPCA will consider the MPCA Contractor to be the sole point of contact with regard to matters governed by the applicable **Contracts**, including payment of any and all charges resulting from the **Contracts**. The MPCA Contractor is responsible for ensuring that the Subcontractor complies with all provisions of this Contract. The MPCA Contractor shall cooperate and coordinate with other State Contractors and shall ensure that all Subcontractors cooperate and coordinate with other State Contractors and Subcontractors.

The use of temporary staff by the Subcontractor must be authorized by the MPCA Contract Manager prior to use.

The MPCA reserves the right to reject or accept Subcontractors.

For information concerning payment to Subcontractor see the MPCA Request for Bid Form, **Subcontractor Payment** Section.

The Subcontractor must not do extra work without a change order approved by the MPCA Contractor and Project Manager.

All documents used or obtained for the purchasing processes under this Section shall be retained by the MPCA Contractor and the MPCA and shall be subject to audit by the State, the State's agent, the Legislative Auditor and/or the State Auditor.

The solicitation file must be made available for public review upon reasonable notice (Minn. Stat. § 13.591). Review the Department of Administration, Purchasing Policy 10 at <https://osp.admin.mn.gov/sites/osp/files/pdf/mmde00101.pdf>.

The MPCA Contractor cannot change or add conflicting or additional language to the terms and conditions on the MPCA Request for Bid Form.

C. Instructions

These instructions apply to any MPCA commodities and/or service projects, which are within the scope of the applicable **Contracts**. These instructions contain the very minimum that must be completed.

The Contractor must first check to see if there are state of Minnesota Contracts (State Contract) available for the Commodity and/or Service Project. If so, the MPCA Contractor must use the State Contract. Refer to Section 1.

If there are no State Contracts available, the MPCA Contractor should use the following procedures and attached forms for Commodities and/or Non-professional Technical Service Projects less than \$50,000s:

- MPCA Request for Bid Form
- *Certificate of Insurance Form – Example (if applicable)*
- MPCA Specification for Services Form
- *MPCA Pricing Bid Sheet – Example*
- MPCA Pricing Bid Sheet
- OSP Solicitation Posting Form
- MPCA Responder’s Qualification Form (if applicable)
- *MPCA Bid Tabulation Sheet – Example*
- MPCA Bid Tabulation Sheet
- MPCA Subcontractor Goods and/or Services Purchase Order Form

1. Purchasing at or below \$5,000.00

For all subcontracted commodities and/or non-professional technical services at or below \$5,000.00:

The Commodities and/or Service may not exceed \$50,000 using these procedures and forms.

- a. All subcontracted commodities and/or non-professional technical services under \$5,000 must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. A minimum of one price quote is required. A TG/ED/VO vendor must be utilized if one is reasonably available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.
- c. More than one price quote is encouraged so the State benefits from competition in bidding. Price quotes can be obtained via telephone, facsimile, in writing, email, or website.
- d. In a situation where multiple vendors are invited to submit firm prices, include the due date and time to respond in the solicitation, and document the received date and time of each response.
- e. The MPCA Contractor must obtain a firm price prior to issuing an award. Quotes should be signed and/or emailed by the vendor.
- f. All quotes and other pertinent information must be documented and kept in the solicitation file.
- g. For services, the MPCA Contractor must obtain a valid Certificate of Insurance including the standard insurance provisions listed in the General Insurance Requirements. See the Insurance section of the Request for Bid Form for additional guidance on insurance coverages.
- h. The MPCA Contractor is encouraged to use the Forms below when obtaining quotes for services that may have a complex scope of work. Contact MPCA Project Manager or MPCA Contract Manager for assistance in determining if any of the forms listed below should be used.

The following forms may be used:

- MPCA Request for Bid Form (which includes the required state of Minnesota boilerplate Terms and Conditions).
- The Specification for Services Form.
- Pricing Bid Sheet.
- Example Certificate of Liability Insurance Form.

Optional form:

Responder’s Qualification Form. The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

2. Purchasing between \$5,000.01 and \$10,000.00

For subcontracted commodities and/or non-professional technical services with an estimated value of more than \$5,000:

- a. All subcontracted commodities and/or non-professional technical services over \$5,000 must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. A minimum of two vendors must be sent the solicitation, at least one of which must be a TG/ED/VO vendor if one is reasonably available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.
- c. The MPCA Contractor is not required to receive two bids, although the MPCA Contractor is required to send out at least two solicitations.
- d. Bids can be obtained via telephone, facsimile, website, in writing or email. The low bid response must be confirmed in writing and signed and/or emailed by the vendor.
- e. The MPCA Contractor must obtain a firm price prior to issuing an award.
- f. All quotes and other pertinent information must be documented and kept in the solicitation file.
- g. For services, the MPCA Contractor must obtain a valid Certificate of Insurance including the standard insurance provisions listed in the General Insurance Requirements. See the Insurance section of the Request for Bid Form for additional guidance on insurance coverages.
- h. The MPCA Request for Bid Form must be used for confirmation as this document includes general terms and conditions.

Required forms:

- MPCA Request for Bid Form (which includes the required state of Minnesota boilerplate Terms and Conditions).
- The Specification for Services Form.
- Pricing Bid Sheet.
- Example Certificate of Liability Insurance Form.

Optional form:

Responder's Qualification Form. The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

3. Purchasing between \$10,000.01 and \$50,000

Its current MPCA policy that any purchasing between \$10,000.01 and \$50,000 will be processed by the MPCA Procurement Unit. Assistance from the MPCA Contractor and MPCA Project Manager to complete this purchase is required. You must get MPCA Project Manager and MPCA Contract Manager permission prior to moving forward with a MPCA Contractor purchase using this section of the manual. For subcontracted commodities and/or non-professional technical services with an estimated value of more than \$10,000:

- a. All subcontracted commodities and/or non-professional technical services over \$10,000 must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. Projects must be advertised on the Department of Administration website (see process outlined below).
- c. A minimum of three vendors must be sent the solicitation, with a minimum of one solicitation sent to a TG/ED/VO vendor if one is available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.

- d. The MPCA Contractor is not required to receive three bids, although the MPCA Contractor is required to send out at least three solicitations.
- e. Written, email, or faxed bids may be obtained. The low bid response must be confirmed in writing and signed by the vendor.
- f. All quotes and other pertinent information must be documented and kept in the solicitation file.
- g. For services, the MPCA Contractor must obtain a valid Certificate of Insurance including the standard insurance provisions listed in the General Insurance Requirements. See the Insurance section of the Request for Bid Form for additional guidance on insurance coverages.
- h. The MPCA Contractor must use the required forms below and obtain a firm price prior to issuing an award.

Required forms:

- MPCA Request for Bid Form (which includes the required state of Minnesota boilerplate Terms and Conditions).
- Specification for Services Form.
- Pricing Bid Sheet.
- Solicitation Posting Form.
- Example Certificate of Liability Insurance Form.

Optional form:

Responder's Qualification Form. The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

The MPCA Contractor must follow the process below for projects estimated to be \$10,000 up to \$50,000

Prior to being advertised, the MPCA Core Resource Team must review the bid specifications.

- a. Complete the OSP Solicitation Posting Form.
- b. Email completed form to MPCA. Forms are available electronically.
- c. The MPCA Contractor and/or the MPCA Project Manager **must provide** the MPCA Purchasing Specialist the entire bid packet and posting.
- d. MPCA Purchasing Specialist enters Solicitation Advertisements on the Department of Administration website at <https://osp.admin.mn.gov/GS-auto> for at least eight calendar days from the posted date.
- e. Any mandatory pre-bid meeting needs to be scheduled eight days after the posting date of the solicitation. Recommended time period between the pre-bid meeting and the solicitation due date is seven calendar days.
- f. If additional advertising is needed, the solicitation may be advertised in the local paper or regional paper where the work is to be performed at least once during the eight day OSP advertising period and in any additional newspapers or journals designated in the MPCA Work Order. This is not legal notice.
- g. MPCA Contractor and/or MPCA Project Manager maintains a list of companies that received copies of the bid documents.
- h. Changes to specifications: If any changes are made to the specifications for work as described, an addendum must be prepared by the MPCA Contractor and sent to everyone who has already received a copy of the solicitation according to the list. MPCA Contractors may use the attached Addendum Form. If the addendum goes to price, then the vendor must sign and return the addendum with their bid.
- i. Opening of bids and making an award:
 1. Bids must be date and time stamped. Public bid openings are not required for bids less than \$50,000; however, if the MPCA Contractor holds a public opening, only the vendor's name and price are to be read aloud.

2. Only the name of the vendor and the dollar amount specified in the bid are public. All other information submitted in conjunction with the bid is nonpublic until the bid selection process is complete. The bid selection process is complete when the MPCA Contractor has finished its evaluation of the bids for responsiveness and the bids have been tabulated. See public vs nonpublic for rebid situations below.
3. Check that a response is complete:
 - a) Check that the bid is submitted on time.
 - b) Check that the Bid is signed.
 - c) Check that any alterations are done correctly and initialed.*
 - d) Check for informalities or minor deficiencies.**
 - e) Check for TG/ED/VO preferences (see page 12- Applying a Preference).
 - f) Ensure the bid meets all terms, conditions and specifications.
 - g) The MPCA Contractor must create a MPCA Bid Tabulation Sheet for each project after the responses are opened, and send it to the MPCA Project Manager for approval. **Do not include rejected responses on the bid tabulation sheet.** See the example of a MPCA Bid Tabulation Sheet.

** A bid containing an alteration or erasure of any price contained in the response that is used in determining the successful bidder may be rejected unless the alteration or erasure is crossed out and the correction printed adjacent to the alteration and initialed by the person signing the response. Contact the Office of State Procurement to determine if a bid should be rejected.*

***Informalities or minor deficiencies may be waived in responses. Examples of minor deficiencies may include: omission of the title of the signatory; failure to furnish requested descriptive literature; minor detail omissions; failure to return the number of response copies. Contact the Office of State Procurement for questions on informalities or minor deficiencies.*

- j. The award will be made to the lowest qualified responsible bidder meeting all terms, conditions, and specifications.
- k. Low-tied responses. Low-tied responses will be resolved as follows:
 1. Minnesota. Whenever a tie involves a Minnesota vendor and a vendor whose place of business is outside the state of Minnesota, the award shall be made to the Minnesota Vendor.
 2. Less than \$2,500.00. Except as provided in Section a. above, tied responses less than \$2,500 shall be resolved by an appropriate tie-breaking technique, e.g., flip a coin.
 3. More than \$2,500.00. Except as provided in Section a. above, tied responses exceeding \$2,500 shall be resolved by requesting a new price from the tied responders, which will be used to break the tie. The Attorney General's Office Antitrust Division must be notified of any tied bids over \$2,500.00.
- l. MPCA Approval
 1. Within seven calendar days of receiving the bids, the MPCA Contractor shall submit a list of the responsive bids received to the MPCA Project Manager or MPCA Contract Manager along with a written recommendation of which bid to accept. The MPCA Contractor shall not award any subcontract until the MPCA Project Manager or MPCA Contract Manager has granted approval. All subcontracting approvals and recommendations shall be in writing.
 2. The MPCA shall use its best efforts to, within seven days, either approve the MPCA Contractor's recommended Subcontractor or notify the MPCA Contractor that it does not approve the recommended bidder, and then the project may be rebid. The MPCA Contractor shall not award any subcontract until approval has been granted by the MPCA Project Manager or MPCA Contract Manager.
- m. Subcontractor Goods and/or Services Purchase Order

The MPCA Contractor will make the award by issuing a Subcontractor Goods and/or Services Purchase Order Form with the lowest responsible bidder meeting specifications. The Purchase Order must incorporate by reference all Terms and Conditions and Specifications in the MPCA Request for Bid Form.

n. Rejection of Bid

Examples of situations when a bid must be rejected:

- Bid received after the required due date and time.
- A bid that takes a material deviation to the specifications.
- A bid that takes exception to the terms and conditions of the solicitation.
- Alterations to bid pricing are done incorrectly (see above).

o. Notification Requirements for Rejections

When rejecting a non-responsive bidder, written notification is required in the form of a letter on MPCA Contractors company letterhead. The letter may be faxed, mailed or emailed to the non-responsive bidder. A copy of the rejection letter must be sent to the MPCA Project Manager and the Office of State Procurement. Copies of the rejection letters can be sent to the MPCA Project Manager and Office of State Procurement via email.

p. Rebids

Examples of situations when a rebid might be appropriate:

- All bids received were over the estimated dollar amount.
- None of the bids meet the specifications.
- Change in specifications (too close to the due date to send an addendum to all vendors).
- No bids received.
- Inaccurate information given to vendor(s) by another source, or information given to one vendor that all vendors did not receive.
- An alternate is bid with a much lower price that does not meet the minimum specifications, but the specifications would be acceptable. Change the specifications and re-issue the bid.
- If all bids are rejected and the project is being rebid, all data not previously made public is still nonpublic until the MPCA Contractor has rebid the project, finished its evaluation of the bids for responsiveness, and the bids have been tabulated.
- If the MPCA has determined that the project will be canceled in its entirety, then all data becomes public.

Applying a preference

See the Directory of Certified TG/ED/VO Vendors on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>. For assistance in determining or applying preferences, contact the Office of State Procurement.

Targeted Group (TG) preference – 12% (See Minn. Stat. § 16C.16)

1. The vendor must be BOTH certified and eligible to receive a TG preference.

CERTIFIED means the vendor has made application and has been approved by the Office of Equity in Procurement (OEP) as a TG vendor. The vendor must be identified on the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors on the OEP website as a TG vendor (see Category Codes below).

A = Asian American B = African American H = Hispanic American I = Indigenous American (American Indian)
W = Women Owned (Nonminority Women) D = Disabled

ELIGIBLE means the CERTIFIED TG vendor's certification includes the goods or services being purchased. For goods, eligibility also means the vendor must be an original equipment manufacturer (OEM) or an authorized distributor for the OEM or a manufacturer's representative for the OEM or its authorized distributor.

Economically Disadvantaged (ED) preference – 12% (See Minn. Stat. § 16C.16)

1. To be certified as an Economically Disadvantaged small business, the business must be located (or the owner must reside) in an [Economically Disadvantaged Area](#) in Minnesota. These areas include labor surplus areas, as designated by the federal government, and low income counties in Minnesota. Economically Disadvantaged small businesses must be certified as such by OEP in order to participate in the program.

Veteran-owned preference. Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, subd. 6a, the State will award a 12% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

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

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

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Award Subcontract to lowest bid after comparing preferences.

- The MPCA Contractor must issue a legal document to obtain the services.

Note: Do not issue Subcontract for amount of bid plus preference. Subcontract amount is equal to the amount bid.

Vendor information

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact name: _____ Phone: _____ Vendor quote no.: _____

Return solicitations to MPCA Contractor

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____

Must be received no later than

Date (mm/dd/yyyy): _____ Time: _____

Responses must be received by the MPCA Contractor by the due date and time listed above. All responses will be time-stamped showing the date and time received. **Late responses will not be considered.**

Commodity and/or service requisition title

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 representative who is empowered to bind the Vendor in a contract.
3. Solicitation responses must be submitted on this form unless otherwise stated in the solicitation.
4. If commodity, delivery must be FOB destination. Freight charge to be included in unit price unless otherwise stated in the solicitation. 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.
5. 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.
6. Unless otherwise approved in writing by the State, Responder's response pertaining to the sale of goods or general services will remain firm for 180 days, until it is accepted or rejected by the State. 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 approved by the State.
7. Prices must be submitted in United States currency.
8. **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.
9. **Award--item, group, total.** The award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. The state reserves the right to award items separately, by grouping items, or by total, whichever is deemed most advantageous to the state.

Certification

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; that this solicitation response has not been knowingly disclosed prior to the opening of solicitation responses to any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

Company name (print): _____ Signature: _____

Mailing address (if different from above): _____ *(This document has been electronically signed.)*

City: _____ State: _____ Zip code: _____

Contact name: _____ Phone: _____ Discount terms: _____

Delivery can be made: _____ days or _____ weeks after receipt of order.

Payment terms: _____ days (discounts offered for less than 30 days will not be considered in making an award).

Vendor's quotation reference number (if any): _____

Contact name: _____ Phone: _____ Fax: _____

Terms and conditions are attached.

Terms and conditions

Indemnification, hold harmless, and limitation of liability. In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Subcontractor, Subcontractor's reseller, any third party that has a business relationship with the Subcontractor, or Subcontractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

Dispute resolution procedures. Any issue a responder has with the Request for Bid (RFB) document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the MPCA Contractor 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 MPCA Contractor within five working days from the time the intent to award or the Contract award date is made public. This public notice may be made by notification by letter or email or posted on the OSP website at <https://mn.gov/admin/osp/>. The MPCA Contractor will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: MPCA Contractor, the MPCA Project Manager, and the Office of State Procurement.

Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Non-discrimination (in accordance with Minn. Stat. § 181.59). The Contractor will comply with the provisions of Minn. Stat. § 181.59.

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

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 subcontractor 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.

Material Deviation. The subcontractor 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 subcontractor of its proposed language shall not be viewed as an exception unless the subcontractor specifically states in the response that its proposed changes are intended to supersede the State's terms and conditions.

Subcontractors are cautioned that by taking any exception they may be materially deviating from the Request for Bid. If a subcontractor 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 subcontractor taking the exception a competitive advantage over other subcontractors;
- or**
- b. Gives the State something significantly different from that which the State requested.

Identification of offer. Responses shall indicate brand name, trademark, catalog number, model, etc., as applicable, on the response form for the products offered. If products offered are other than specified, the response should include descriptive literature with illustrations.

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 Contractor, 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 State. The responder 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. "Representations" include, but are not limited to publicity, advertisements, notices, press releases, reports, signs, and similar public notices.

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 subcontractor. In the event the subcontractor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the subcontractor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed, and accepted.

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.

Default. A Subcontract constitutes a binding contract. All commodities and/or services furnished will be subject to inspection and acceptance by the MPCA Contractor after delivery. No substitutions or cancellations are permitted without approval of the MPCA Contractor. Back orders, defaults in promised delivery, or failure to meet specifications in the Subcontract and/or the solicitation authorize the MPCA Contractor 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 responder. A Subcontractor may be removed from the State's vendor list or suspended from receiving awards for consistent failure to comply with the terms and conditions of the Subcontract, or for failure to pay the State for the cost incurred on defaulted Subcontracts.

State audits. (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Subcontractor and its employees, agents, or subcontractors relevant to the Subcontract 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 Subcontract.

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 MPCA Contractor 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. 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 MPCA Contractor before payment will be issued.

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

Government data practices. The Subcontractor 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 Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor 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 Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor 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 Contractor or the State.

The Contractor 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 Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

Hazardous substances. To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

Environmentally responsible purchases. Wherever practicable, the State encourages environmentally responsible purchasing.

Dates. Dates are listed in the sequence of month/date/year. Times shown are based on the Central Time Zone, USA.

Addenda to the 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 listed in the solicitation. Only changes made via addendum will be valid.

Condition and packing. Packaging and packing, if not specifically stated in the RFB document or specifications, must conform to the best commercial practices and ensure delivery in good condition. Goods must be marked and packing slips included to permit checking shipments against purchase orders and invoices.

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.

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.

Nonresponsive offers. Responses that do not comply with the RFB will be considered nonresponsive and will be rejected.

Delivery. The responder is to state the delivery time offered in the space provided on Page 1 of the RFB. When delivery time is an important factor, it will be stated in the solicitation, 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 subcontractor.

State of Minnesota

Veteran-owned Preference Form

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award a 12% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-owned preference requirements (See Minn. Stat. § 16C.19(d))

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

or

2. The principal place of business is in Minnesota **and** the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 13, part 128. (Supported By Documentation.)

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the preference

By signing below I confirm that:

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

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

or

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

Name of company: _____ Date: _____

Authorized signature: _____ Telephone: _____

Printed name: _____ Title: _____

Sign and return this form with your solicitation response to claim the veteran-owned preference.

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 in the solicitation for award information.

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 the responder's 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.

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:

1. a Subcontractor is unable or potentially unable to render impartial assistance or advice to the State
2. the Subcontractor's objectivity in performing the work is or might be otherwise impaired; or
3. the Subcontractor has an unfair competitive advantage

The Subcontractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Office of State Procurement that shall include a description of the action the Subcontractor 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 Subcontract. In the event the Subcontractor was aware of an organizational conflict of interest prior to the award of the Subcontract and did not disclose the conflict to the MPCA Contract Manager, the State may terminate the Subcontract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Subcontract," "Subcontractor," and "MPCA Contract Manager" modified appropriately to preserve the State's rights.

Conflict of terms. In the event of any conflict between General Terms and Conditions and any Specifications, the Specifications govern.

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.

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.

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.

Statement of non-collusion. By signing this solicitation 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; that his solicitation response has not been knowingly disclosed prior to the opening of solicitation responses of any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

Antitrust. The subcontractor 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.

Certification regarding federal debarment, suspension, ineligibility, and voluntary exclusion. A contract resulting from this solicitation may be a covered transaction for purposes of federal debarment and suspension regulations. By submission of its response, the responder certifies that neither it, nor its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The responder further certifies that it will include this provision in any subcontracts resulting from this solicitation. If the responder knowingly renders an erroneous certification, in addition to remedies available to the Minnesota Department of Administration, the Federal Government may pursue available remedies, including but not limited to suspension or debarment.

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 price figure is crossed out and the correction is initialed by the person signing the response. This includes, but is not limited to, correction fluid and typewriter correction tape.

Subcontractor payment. In accordance with Minn. Stat. § 16A.1245, the MPCA Contractor shall, within ten days of receipt of payment from the State, pay all Subcontractors and suppliers having an interest in the Subcontract their share of the payment for undisputed services provided by the Subcontractors or suppliers. The MPCA Contractor is required to pay interest of one and one-half 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 MPCA 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 MPCA Contractor agrees to take all steps necessary to comply with said statute. A consultant is a Subcontractor under the Subcontract. In the event the MPCA 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 MPCA Contractor and deduct said payment from any remaining amounts due the MPCA Contractor. Before any such payment is made to a Subcontractor or supplier, the State shall provide the MPCA Contractor written notice that payment will be made directly to a Subcontractor or supplier. If there are no remaining outstanding payments to the MPCA 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.

Risk of loss or damage. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the subcontractor and in the possession of the Contract Vendor or their authorized agent.

Award of related contracts. In the event the State has or undertakes or awards supplemental contracts for work related to the Subcontract, or any portion thereof, the MPCA Contractor and Subcontractor shall cooperate fully with all other Contractors and the State in all such cases

Award of successor contracts. In the event the State undertakes or awards a successor contract for work related to the Subcontract, or any portion thereof, the current MPCA Contractor and Subcontractor shall cooperate fully during the transition with all other Contractors and the State in all such cases.

Site visit. If required in the solicitation and/or specifications all vendors shall visit the site of the project, take their own measurements and verify all specifications and conditions pertinent to the project in order to ensure its proper completion. Ignorance of site conditions will not be the basis for any change order request.

Request for clarification. If a subcontractor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFB, it shall immediately notify the MPCA Contractor in writing, as specified in the introduction, of such error and request modification or clarification of the document.

Laws and regulations. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Licenses. The State reserves the right to reject a response if the responder fails to provide the State adequate documentation of any required license. The State reserves the right to verify any required license prior to final award and at any time during the work.

Taxes. Do **not** add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See the Minnesota Department of Revenue website at <http://www.revenue.state.mn.us>.

Prevailing wage. If this solicitation involves a project which includes erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State funds, then pursuant to Minn. Stat. §§ 177.41 to 177.44 and corresponding Minn. R. 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. Applicability: The prevailing wage applies to a contract or work under a contract, under which: 1) only one trade or occupation is required to complete it and the project is greater than \$2,500; or 2) the estimated total cost of completing the project is greater than \$25,000. For questions regarding the prevailing wage laws, contact the Department of Labor and Industry at 651-284-5091.

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 Specifications, 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 OSP. 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. **Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive a 12% percent preference.

For TG/ED/VO certification and eligibility information visit [the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oe/p](https://mn.gov/admin/business/vendor-info/oe/p) or call the Division's Helpline at 651-296-2600.

Change Orders. The MPCA Contractor may make minor changes within the general scope of work by issuing a written Change Order, duly approved and executed by the MPCA Contractor, Subcontractor, and MPCA Project Manager.

The Subcontractor is required to provide the documentation to justify the change request. The MPCA Contractor will not compensate the Subcontractor for cost overruns. The increase must be necessary due to materially different work conditions, which could not have been predicted, from available material and data. In no case shall the Contract, plus the Change Order exceed \$50,000.00.

Proof of insurance. Upon notification of award, and within seven (7) calendar days of notification, the awarded Subcontractor must provide a certificate of insurance with the coverage and amounts called for in the RFB. Any subcontract awarded will not be executed until the certificate of insurance has been received and verified by the MPCA Contractor that the certificate of insurance meets all the insurance requirements in the RFB. The State reserves the right to rescind the subcontract award if the Subcontractor does not provide the certificate of insurance within the required time.

General insurance requirements

A. The Contractor shall not commence work under the contract until they have obtained the minimum level of insurance described below and the state of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract. Contractors under this contract can provide applicable services to the state of Minnesota, herein referred to as Owner.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. Workers' Compensation Insurance:

a. Statutory Compensation Coverage. Except as provided below, Contractor shall maintain Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability.

b. Coverage B – Employers' Liability Minimum Limits of Liability:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minn. Stat. § 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 excludes the Contractor from Minnesota 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 Owner with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contractor.

2. Commercial general liability insurance:

The Contractor 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, whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract.

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. Coverage:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Owner named as an Additional Insured – If work is going to be done on property that is not owned by the State, it is stipulated that the Property Owner must also be named as an Additional Insured if the Property Owner desires.
- Other (Note: please list, if applicable) _____

Evidence of Subcontractor insurance shall be filed with the Contractor.

3. Commercial automobile liability insurance:

The Contractor shall maintain insurance protecting the contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability.

a. Minimum Limits of Liability:

\$2,000,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

b. Coverage:

- Owned Automobile
- Non-owned Automobile
- Hired Automobile
- *CA 9948 Endorsement – Pollution Liability – Broadened Coverage or equivalent
- *MCS 90 Endorsement

CA 9948 is an endorsement that is attached to an Automobile Liability policy for Contractors that are handling pollutants. This endorsement extends the Automobile Liability policy to cover liabilities incurred as a result of the discharge, dispersal, seepage, migration, release or escape of pollutants that are part of the contract work, which are being transported, towed by, handled, stored, disposed of or processed in or upon a covered vehicle, if they are upset or overturned.

MCS-90 is an endorsement that is attached to the Automobile Liability policy of motor carriers, as set forth by the Motor Carrier Act of 1980. The endorsement assures compliance by the insured, within the limits stated therein, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

Evidence of Subcontractor insurance shall be filed with the Contractor.

4. Pollution liability insurance:

The Contractor shall maintain Pollution Liability Insurance (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy) and in case any work is subcontracted, the Contractor will require the subcontractor to provide Pollution Liability Insurance unless the requirement is noted below as waived in these specifications for specific types of work. Unless otherwise specified the insurance minimum limits of liability shall be as follows:

a. Minimum Limits of Liability:

\$2,000,000 – Per Occurrence
\$2,000,000 – Annual Aggregate

b. Coverage:

- *Policy will include non-owned disposal site Pollution Liability
- Policy will not contain a lead exclusion
- Owner named as an Additional Insured

Officers and employees of the state of Minnesota, the Architect and its agents shall be named as Additional Insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Evidence of Subcontractor insurance shall be filed with the Contractor.

1. Property of others insurance (or equivalent coverage):

The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the peril of theft, transit, earthquake and pollution clean-up expense for property owned by the State that is in the vendor's care, custody and control.

a. Minimum Limits of Liability:

The insurance minimum limit shall be (**\$ - insert limit that represents value of property**) per occurrence.

C. Additional insurance conditions:

1. Contractor'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 Contractor's performance under this contract.
 2. Contractor's policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the Owner.
 3. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
 4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.
 5. Include legal defense fees in addition to its liability policy limits.
 6. The insurance company waives its rights to assert the immunity of the state as a defense to any claims made under this insurance.
 7. Insurance companies must either: (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the state of Minnesota, or (2) be domiciled in the state of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- D. The Owner reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the Owner, and copies of policies must be submitted to the Owner's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the Owner as evidence of insurance coverage requirements prior to commencing work under the contract.
- F. Failure of the Owner to obtain Certificates of Insurance for the policies required under this contract or renewals thereof shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

| ACORD | | 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 IN THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | |
| | | | INSUREERS 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 OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
| INSURER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Policy Number | Effective date of policy | Expiration date of policy | EACH OCCURENCE | \$2,000,000 | |
| | | | | | FIRE DAMAGE (Any one fire) | \$ | |
| | | | | | MED EXP (Any one person) | \$ | |
| | | | | | PERSONAL & ADV INJURY | \$2,000,000 | |
| | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| | | | | | PRODUCTS-COMP/OP AGG | \$2,000,000 | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA 99 48 Endorsement <input checked="" type="checkbox"/> MCS-90 Endorsement | Policy Number | Effective date of policy | Expiration date of policy | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 | |
| | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | GARAGE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> | | | | AUTO ONLY-EA ACCIDENT | \$ | |
| | | | | | OTHER THAN EA | \$ | |
| | | | | | AUTO ONLY: AGG | \$ | |
| C | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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 OCCURRENCE | * | |
| | | | | | AGGREGATE | * | |
| | | | | | | \$ | |
| | | | | | | \$ | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Policy Number | Effective date of policy | Expiration date of policy | <input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTH-ER | | |
| | | | | | E.L. EACH ACCIDENT | \$100,000 | |
| | | | | | E.L. DISEASE-EA EMPLOYEE | \$100,000 | |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 | |
| | OTHER POLLUTION LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | Policy Number Includes non-owned disposal sites. No Lead Exclusion. | 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 | | | | | | | |
| The state of Minnesota is named as an Additional Insured on a primary and non-contributory basis under General Liability and Pollution Liability. Insurance company waives it rights to assert the immunity of the state as a defense. | | | | | | | |
| CERTIFICATE HOLDER | | <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: __ | | CANCELLATION | | | |
| The state of Minnesota Department of Administration Office of State Procurement 50 Sherburne Ave. St. Paul, MN 55155 | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. | | | |
| | | | | AUTHORIZED REPRESENTATIVE | | | |

Correctly, completed certificate should include everything in this sample

Specification for Services Form

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

Specifications for: _____

MPCA site/project name: _____

1. Scope:

The work covered under this Subcontract shall consist of the labor, equipment, materials, tools, transportation and incidentals necessary for: _____

2. Location of work (project):

3. MPCA Contractor contact name:

All inquiries, information and coordination with the MPCA Contractor relating to the scheduling of work, use of the site, and similar matters shall be directed to: _____

Address: _____

Phone: _____ Email address: _____

4. Schedule/time of completion:

The Subcontractor shall commence work within the shortest time possible after receipt of both the executed award and notification by the MPCA Contractor to commence work. The project shall be substantially complete by _____ and final completion shall be by _____.

5. Capitol complex jobsite guidelines:

If the project is located within the Capitol Complex, then the *Working at the Capitol: Job Site Guidelines and Parking Guidelines* become part of the specifications. They are located at <http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/>.

6. Delays:

The Subcontractor shall notify the MPCA Contractor of any prospective delays in the completion of this project. Such notice shall be given as soon as the Subcontractor recognizes the prospect of a delay.

7. Use of premises:

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

8. Temporary facilities: Check box if not applicable

The existing electrical service and distribution system may be used to provide temporary power, and if necessary, light to accomplish the task and the cost of all electrical energy used will be paid by (to be determined): _____

The Subcontractor shall be responsible for the cost of the installation and the removal of all temporary connections to the existing distribution system. Should any Subcontractor use such tools as would frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for Subcontractor's own use and Subcontractor shall pay all energy and other costs for that service.

9. Examination of site: Check box if not applicable

Before submitting a proposal on the work contained in these specifications, each bidder should visit the site, examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Subcontractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions.

To arrange a site visit prior to the bid, contact: _____ Phone: _____

(Note: If needed, this can be changed to mandatory visit and add the following sentence, "Responses received from companies that did not attend a pre-bid site visit will be rejected.")

10. Maintenance:

The Subcontractor will be required to maintain all finished work until final acceptance by the MPCA Contractor.

11. Oral statements:

No oral statements made by any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions and specifications of Request for Bids, or the resulting award.

Quality

- a. **Workmanship.** Employ workman skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when the work is progressing.
- b. **Licenses.** The state reserves the right to reject a response if the responder fails to provide the state adequate documentation of any required license. The state reserves the right to verify any required license prior to final award and at any time during the work.
- c. **Materials and systems.** All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not contractor or manufacturer subscribes or belongs to said association.

12. Storage of materials:

Subcontractor shall provide storage as required to protect and preserve all materials stored at the site. Subcontractor shall confine storage of materials and other apparatus to areas designated for such purposes by the MPCA Contractor. The Subcontractor shall properly secure, cover and protect materials and work and all State property against damage of any kind until this project is completed and ready to be turned over to the MPCA Contractor.

13. Permits/Inspections:

The Subcontractor shall obtain all necessary permits/inspections required for the work and include the cost in its bid.

14. Final inspection:

The Subcontractor is responsible to schedule an inspection prior to final acceptance of the MPCA Contractor.

15. Price:

The Subcontractor is required to submit a MPCA Pricing Bid Sheet with its bid submittal.

16. Warranty. The Subcontractor shall provide a one-year warranty, which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Subcontractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by the MPCA Contractor.

17. Health and safety:

The Subcontractor shall have, as appropriate, health and safety plans for all work performed under this Contract. The Health and Safety Plan shall address incident specific hazards and tasks. The corporate Health and Safety Plan shall be consistent with the requirements of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 104(f), U.S. Environmental Protection Agency (EPA) Occupational Health and Safety Manual and other applicable EPA safety guidance. A copy of the corporate Health and Safety Plan shall be submitted to the MPCA by the Subcontractors.

List additional specifications/divisions of work here (if applicable):

Pricing Bid Sheet

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

Example #1

Site/Project name: _____

Bidder name: _____

| *Item number | Description | Unit | Unit price | Estimated quantities | Extension (multiply unit price by est. qty.) |
|--------------|--|-------------|------------|----------------------|---|
| 1 | Grundfos Pump – Redi Flo 2 w/all required fittings | Per Pump | \$ | 11 | |
| 2 | Safety Cable Bracket | Per Bracket | \$ | 11 | |
| 3 | 70' Lead on Pump | Per Lead | \$ | 6 | |
| 4 | 100' Lead on Pump | Per Lead | \$ | 5 | |
| 5 | ½" ID Teflon Line Poly Tubing | Per Foot | \$ | 1000' | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | Total |
| | | | | | \$ |

* This unit price prevails. This unit price information will be used for changes in the work. The estimated quantities are included in the Total Price. The State will not accept unit prices that are determined to be excessive or unreasonable. Final payment for items indicated will be based on actual measured quantities including those added by Change Order.

Example #2

Site name: _____

Bidder name: _____

| *Item number | Description | Unit | Unit price | Estimated quantities | Extension (multiply unit price by est. qty.) |
|--------------|------------------|------------|------------|----------------------|---|
| 1 | Leachate Hauling | Per gallon | \$ | 420,000 gallons | \$ |
| 2 | | | \$ | | \$ |
| 3 | | | \$ | | \$ |
| 4 | | | \$ | | \$ |
| 5 | | | \$ | | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | Total |
| | | | | | \$ |

* This unit price prevails. This unit price information will be used for changes in the work. The estimated quantities are included in the Total Price. The State will not accept unit prices that are determined to be excessive or unreasonable. Final payment for items indicated will be based on actual measured quantities including those added by Change Order.

Office of State Procurement Solicitation Posting Form

Text in red and preceded by an asterisk (*) indicates required field

* Select One: Office of State Procurement Other Purchasing Office

Rebid? Yes No

Solicitation Number:

*Title:

*Purchasing Agency:

Ship-To Information:

*Agency Name:

Office Name

Address:

City:

State:

ZIP:

*Contact Person:

*Contact Phone:

TTY Phone:

Fax Number:

Fax Contact Name:

*Due Date:

* Due Time: _____ AM PM

Remember to complete Page 2.

Solicitation Posting Form, Page 2

Pre-Bid Meeting:

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Notes:

Example, no cell phones,
picture I.D., assemble at
front gate.

Buyer Code (OSP Only):

Reverse Auction: Yes No

Responder's Qualification Form

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

This form must be completed by the responder and must be submitted with its response to this solicitation (or within 48 hours after form has been requested). If the Qualification Form is not received in the time specified, the Subcontractor's response will be rejected.

Each Responder must answer all of the questions and provide all requested information contained herein. Because answering all of the questions and providing all of the requested information is a requirement, any Responder failing to meet this requirement may be deemed to be non-responsive at the sole discretion of the State. If a responder is deemed to be non-responsive, their response will be rejected.

Before an award is made the State (or its representative) reserves the right to clarify/verify qualification information submitted to determine that all qualifications listed below have been met.

If the qualification requirements listed below are not met, either on the face of the submitted information or after such clarification/verification as the State may request, the response shall be rejected.

1. **Requirement:** Contractor has been in business under current business name or current Federal Employer ID Number for _____ years from the solicitation bid due date.

(Contractor must check Yes or No.)

- Yes, my company has been in business under current business name or current Federal Employer ID Number for a minimum of _____ from the solicitation bid due date.

If Company name changed within the last _____ but Federal Employer ID remained the same then list the Previous Company name: _____

- No, my company has not been in business under the current Federal Employer ID Number for a minimum of _____ from the solicitation bid due date. We acknowledge that our response will be rejected due to not meeting the minimum requirement of _____ under current business name or current Federal Employer ID Number.

2. Yes – Each individual that will be responsible for this project has had at least: _____ years (number) of experience with this type of project: List the individuals who will be responsible for this project.

Name: _____ Present position: _____

| Years of experience | Type of work | In what capacity? |
|---------------------|--------------|-------------------|
| | | |
| | | |
| | | |

Name: _____ Present position: _____

| Years of experience | Type of work | In what capacity? |
|---------------------|--------------|-------------------|
| | | |
| | | |
| | | |

3. **Requirement:** My Company has substantially completed the work for at least _____ contracts since _____ for _____. Each of these projects must have had a project value of _____ or greater.

The State (or its representative) reserves the right to contact the references listed. If the State or its representative receives information that in the State's sole discretion indicates the responder is non-responsible, the State will reject the response. Information considered includes, but is not limited to: 1) project milestones – meeting substantial and final completion dates; 2) communication with project owner and subcontractors; 3) on-site supervision; 4) coordination of subcontractors; and 5) nonpayment of subcontractors.

***Property Owner information:** (List below the required information for your previous projects.)

Owner name: _____ Contact person: _____
Owner phone: _____ Contact phone: _____
Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

Owner name: _____ Contact person: _____
Owner phone: _____ Contact phone: _____
Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

Owner name: _____ Contact person: _____
Owner phone: _____ Contact phone: _____
Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

**The term "Property Owner" means the person or entity identified as the owner of the property wherein the above referenced work was performed.*

Bid Tabulation Sheet

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

Date bid: _____ Bid due date: _____ Required delivery date: _____

Project name: _____ Project ID: _____

| Preference TG - 12% ED - 12% VO - 12% | Company name/Contact person | Telephone number | Terms of payment | Date bid received | Delivery offered |
|--|-----------------------------|------------------|------------------|-------------------|---------------------|
| A | ABC Consulting | | Net 30 | | 4 weeks |
| B | 123 Contracting | | Net 30 | | 2 weeks |
| C (TG) | John Doe Inc. | | Net 30 | | As requested |

| Item | Full description of item | Qty | Unit | Bidder A | | Bidder B | | Bidder C | |
|------|--|-----|------------|------------|-------------|------------|-------------|------------|-------------|
| | | | | Unit price | Total price | Unit price | Total price | Unit price | Total price |
| 1 | Granular activated carbon vessel with carbon for off-gas treatment | 1 | Per vessel | \$3,900 | \$3,900.00 | \$975 | \$975.00 | \$2,200 | \$2,200 |
| 2 | Barricades and cones | 1 | Per site | \$300 | \$300.00 | \$835 | \$835.00 | \$750 | \$750 |
| | Transportation | | Round trip | \$825 | \$825.00 | \$1,350 | \$1,350.00 | \$600 | \$600 |
| | Subtotal | | | | \$5,025.00 | | \$3,160.00 | | \$3,550 |
| | TG/ED Preference * | | | | + \$603.00 | | + \$379.20 | | |
| | Evaluation total | | | | \$5,628.00 | | \$3,539.20 | | \$3,550 |

Vendor to be awarded bid: Bidder B – 123 Contracting

Signature: _____ Date: _____

Comments: _____

Recommendation: _____

*Add the appropriate preference to non-TG/ED (targeted group/economically disadvantaged) vendor's subtotal (see above).

Bid Tabulation Sheet

Commodities and/or non-professional technical service projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

Date bid (mm/dd/yyyy): _____ Bid due date (mm/dd/yyyy): _____ Required delivery date (mm/dd/yyyy): _____

Project name: _____ Project ID: _____

| Preference TG - 12% ED - 12% VO - 12% | Company name/Contact person | Telephone number | Terms of payment | Date bid received | Delivery offered |
|--|-----------------------------|------------------|------------------|-------------------|------------------|
| A | | | | | |
| B | | | | | |
| C | | | | | |

| Item | Full description of item | Qty | Unit | Bidder A | | Bidder B | | Bidder C | |
|------|--------------------------|-----|------|------------|-------------|------------|-------------|------------|-------------|
| | | | | Unit price | Total price | Unit price | Total price | Unit price | Total price |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| | Transportation | | | | | | | | |
| | Subtotal | | | | | | | | |
| | TG/ED Preference * | | | | | | | | |
| | Evaluation total | | | | | | | | |

Vendor to be awarded bid: _____

Signature: _____ Date: _____

Comments: _____

Recommendation: _____

*Add the appropriate preference to non-TG/ED (targeted group/economically disadvantaged) vendor's subtotal (see above).

Subcontractor Goods and/or Services Purchase Order Form

 Commodities and/or non-professional technical service
 projects up to \$50,000 for MPCA Contracts

Section 2

Doc Type: Contract

This form to be used by the Minnesota Pollution Control Agency (MPCA) Contractor after soliciting bids for goods and/or services only.

 Contract title: _____ Contract number: _____
 MPCA purchase order number: _____ Project name: _____

Subcontractor information

 Subcontractor name: _____
 Address: _____
 City: _____ State: _____ Zip code: _____
 Contact name: _____ Phone: _____ Vendor quote no.: _____

Supplemental terms

1. Show the Contract number on invoice and all tags, packages, and correspondence.
2. This MPCA Subcontractor Goods and/or Services Purchase Order Form incorporates by reference all terms, conditions, and specifications of the Contract, the RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First; this MPCA Subcontractor Goods and/or Services Purchase Order Form, second; the RFB, third; the vendor's response.
3. All deliveries/services hereunder shall comply with all applicable state of Minnesota and federal laws.
4. Invoices must match line items on the MPCA Subcontractor Goods and/or Services Purchase Order Form.
5. Notwithstanding any language to the contrary herein, the _____ shall be solely responsible for the payment of the amounts payable by the state of Minnesota under this MPCA Subcontractor Goods and/or Services Purchase Order Form, as provided in MPCA Contract No. _____.

The MPCA Contractor's responsibility under this MPCA Subcontractor Goods and/or Services Purchase Order Form is to make payments of amounts due hereunder, and as provided in requests for payment submitted and approved by the State.

Ship to information

 Name: _____
 Address: _____
 City: _____ State: _____ Zip code: _____
 Contact name: _____ Phone: _____ Discount terms: _____
 Ship via: _____ Freight terms: _____ Requested delivery: _____

Bill to information

 Name: _____
 Address: _____
 City: _____ State: _____ Zip code: _____
 Contact name: _____ Phone: _____

| Line | Description | Quantity | Unit | Unit price | Amount |
|--------------------|-------------|----------|------|------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| Order total | | | | | |

 MPCA Contractor name signature: _____ Date: _____
(This document has been electronically signed.) *(mm/dd/yyyy)*

MPCA Contract number: _____ Purchase order number: _____

Contractor information

Contractor name: _____ Addendum no.: _____

Project title: _____

Date (mm/dd/yyyy): _____ Bids due date (mm/dd/yyyy): _____

Addendum

The following additions, revisions, corrections, and clarifications contained herein shall become part of the Contract Documents for the Project, and shall be included in the Scope of Work and Bid Proposals to be submitted.

[description of addendum]

This addendum shall become part of the Request for Bid (RFB) _____ [choose either: may or must] be returned with the response by the due date and time of the solicitation. (MPCA Contractors choose either “**must**” or “**may**” If you choose “**must**” then include the following sentence: “Responders that do not sign and return this addendum with their bid will be rejected.”)

Responder

Company name: _____ Date (mm/dd/yyyy): _____

Signature: _____ Title: _____

(This document has been electronically signed.)

Section 3

Solicitation requirements, instructions, and forms:

Construction projects up to \$50,000 for MPCA Contracts

Introduction

This Section applies to the MPCA Contracts (**Contracts**) listed on Foreword page.

Subcontracting is not allowed for PT (Professional Technical) services. If the MPCA Contractor and/or MPCA Project Manager need additional PT contract services, the MPCA Project Manager should contact an MPCA Contracts Unit for assistance in issuing a PT Contract for those services. If the MPCA Contractor or MPCA Project Manager is unsure if the scope of work is a PT service, contact the MPCA Contracts Unit for a determination.

These terms, instructions and forms apply to and are incorporated as a part of the MPCA **Contracts** and shall be followed by the MPCA Contractors.

No Single Source or Sole Source subcontract is allowed.

If the MPCA Contractor is having more than one type of work performed in a defined area (i.e., they have issued two or more orders to different kinds of subcontractors to have different kinds of work done at the same site at the same time) with their coordination and oversight, the MPCA Contractor should not look at these as several small projects to be done at the same time at one site, but as one project with several parts to be done at one site.

The MPCA Contractor should bundle all of the work into one construction project that is solicited through the Minnesota Department of Administration, Office of State Procurement (OSP) that is valued over \$50,000. If the solicitation is under \$50,000, the MPCA Contractor shall follow Section 3 resulting in one Prime Contractor, who would have one or more subcontractors, and that Prime Contractor along with the MPCA Contractor would be responsible for coordinating and overseeing all of the work of the project.

A. Definitions: This definition section applies to this document only. For additional definitions see specific **Contract Documents**.

Construction project: Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages, see the Minnesota Department of Labor and Industry website at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information> for list of affected trades. These non-professional technical projects shall not include any design work.

MPCA Contractor: A Contractor for the MPCA with one of the **Contracts**.

Owner: The representative for the discharge of this Contract is the MPCA.

State Contractor: A Contractor for the state of Minnesota that an MPCA Contractor may use. Examples of State Contracts that include construction are Electrical Work, Concrete Paving and Repair, and Drilling.

State Construction Contractors: Contractors awarded State Construction Contracts for by the Department of Administration, OSP services over \$50,000.

Subcontractor/Contractor: A Contractor hired by a MPCA Contractor under one of the **Contracts** to provide construction.

Professional/Technical (PT) Contract: Services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation, and result in the production of a report or the completion of a task. PT Contracts do not include the provision of supplies or materials except by the approval of the Commissioner of the Department of Administration or except as incidental to the provision of professional or technical services (Minn. Stat. § 16C.08, subd. 1).

B. General subcontracting terms

The MPCA Contractor may subcontract tasks within the scope of the applicable **Contracts** and construction tasks assigned to it under the applicable **Contracts**. The MPCA Contractor shall not perform any construction task under these **Contracts**. The MPCA Contractor must verify which scope of services can be subcontracted in its Contract. The MPCA Contractor may not bid subcontracts for more than \$50,000.00. Subcontractors over \$50,000.00 are solicited through OSP. All selection of Subcontractors must be reviewed and approved by the MPCA Project Manager or the MPCA Contract Manager. The General Subcontracting Terms of the “Solicitation Requirements, Instruction, and Forms for Construction Projects up to \$50,000 for MPCA **Contracts**” are incorporated into the **Contracts** and must be followed by the MPCA Contractor.

The MPCA Contractor is responsible for all work assigned to the MPCA Contractor under the applicable **Contracts** whether the work is actually performed by the MPCA Contractor or a Subcontractor. The MPCA will consider the MPCA Contractor to be the sole point of contact with regard to matters governed by the applicable **Contracts**, including payment of any and all charges resulting from the applicable **Contracts**. The MPCA Contractor is responsible for ensuring that the Subcontractor complies with all provisions of this **Contract**. The MPCA Contractor shall cooperate and coordinate with other State Contractors and shall ensure that all Subcontractors cooperate and coordinate with other State Contractors and Subcontractors.

The use of temporary staff by the Subcontractor must be authorized by the MPCA Contract Manager prior to use.

The MPCA reserves the right to reject or accept Subcontractors.

All construction work needs an IC-134 form submitted by the subcontractor before final payment can be made. The subcontractor can find a copy of the IC-134 online at the Minnesota Department of Revenue website at [Contractor Affidavit Requirements](#).

For additional information concerning payment to Subcontractor see the MPCA Request for Quotation Form, **Subcontractor Payment** Section.

The Subcontractor must not do extra work without a change order approved by the MPCA Contractor and Project Manager.

All documents used or obtained for the purchasing processes under this Section shall be retained by the MPCA Contractor and the MPCA and shall be subject to audit by the State, the State's agent, the Legislative Auditor and/or the State Auditor.

The solicitation file must be made available for public review upon reasonable notice (Minn. Stat. § 13.591). Review the Department of Administration, Purchasing Policy 10 on their website at <https://osp.admin.mn.gov/sites/osp/files/pdf/mmde00101.pdf>. The MPCA Contractor cannot change or add conflicting or additional language to the terms and conditions on the MPCA Request for Quotation Form.

The MPCA Contractor shall provide oversight and invoice approval of State Construction Contractors (for Construction Contracts over \$50,000); however, the MPCA Contractor shall not pay the State Construction Contractor directly. The State Construction Contractor shall submit invoices to the MPCA for payment.

C. Instructions:

These instructions apply to any MPCA construction projects which are within the scope of the applicable **Contracts**. These instructions contain the **very least** that must be completed.

All subcontracted construction work must be based on detailed-written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.

All construction work needs insurance regardless of the cost. The Certification of Insurance received must be marked clearly showing all the required coverages needed by the vendor performing construction for the state.

The Contractor must first check to see if there are state of Minnesota Contracts (State Contract) available for the Construction Project. If so, the MPCA Contractor must use the State Contract. Refer to Section 1. Contact the MPCA Project Manager to obtain a copy of the most current Contract Release.

If there are no State Contracts available, the MPCA Contractor should use the following procedures and attached forms for Construction Projects up to \$50,000 for MPCA Contracts:

- MPCA Request for Quotation
- *Certificate of Insurance Form – Example*
- MPCA Specification for Construction Form
- *MPCA Pricing Bid Sheet – Example*
- MPCA Pricing Bid Sheet
- OSP Solicitation Posting Form
- MPCA Responder’s Qualification Form (if applicable)
- MPCA Bid Tabulation Sheet
- MPCA Subcontractor Construction Purchase Order Form

***Construction projects may not exceed \$50,000
using these procedures and forms.***

1. Purchasing at or below \$5,000

For all subcontracted construction work under \$5,000:

- a. All subcontracted construction work must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. A minimum of one price quote is required. A TG/ED/VO vendor must be utilized if one is reasonably available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.
- c. In a situation where multiple vendors are invited to submit firm prices, include the due date and time to respond in the solicitation, and document the received date and time of each response.
- d. More than one price quote is encouraged so the State benefits from competition in bidding. Price quotes can be obtained via telephone, facsimile, in writing, email, or website.
- e. The MPCA Contractor must use the required forms below and obtain a firm price prior to issuing an award.
- f. All quotes and other pertinent information must be documented and kept in the solicitation file.
- g. Attached prevailing wage rates for each County the project work is in. See Instructions for MPCA Contractor/Prevailing wage section below for additional instructions on prevailing wage requirements.

Required forms

1. MPCA Request for Quotation Form (which include the required state of Minnesota boilerplate Terms and Conditions).
2. Specification for Construction Form.
3. Pricing Bid Sheet.
4. Example Certificate of Liability Insurance Form must be included in the bid package.

Optional form

1. Responder’s Qualification Form.
The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

2. Purchasing between \$5,000.01 and \$10,000

For subcontracted construction work with an estimated value of more than \$5,000:

- a. All subcontracted construction work must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. A minimum of two vendors must be sent the solicitation, at least one of which must be a TG/ED/VO vendor if one is reasonably available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.
- c. The MPCA Contractor is not required to receive two bids, although the MPCA Contractor is required to send out at least two solicitations.
- d. Bids can be obtained via telephone, facsimile, in writing, email, or website. Document the received date and time of each response. The low bid response must be confirmed in writing and signed and/or emailed by the vendor.
- e. The MPCA must use the required forms below and obtain a firm price prior to issuing an award.
- f. All quotes and other pertinent information must be documented and kept in the solicitation file.
- g. Attached prevailing wage rates for each County the project work is in. See Instructions for MPCA Contractor/Prevailing wage section below for additional instructions on prevailing wage requirements.

Required forms

1. MPCA Request for Quotation Form (which includes the required state of Minnesota boilerplate Terms and Conditions).
2. Specification for Construction Form.
3. Pricing Bid Sheet.
4. Example Certificate of Liability Insurance Form must be included in the bid package.

Optional form

1. Responder's Qualification Form.

The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

3. Purchasing between \$10,000.01 and \$50,000

Its current MPCA policy that any purchasing between \$10,000.01 and \$50,000 will be processed by the MPCA Procurement Unit. Assistance from the MPCA Contractor and MPCA Project Manager to complete this purchase is required. You must get MPCA Project Manager and MPCA Contract Manager permission prior to moving forward with a MPCA Contractor purchase using this section of the manual. For subcontracted construction work with an estimated value of more than \$10,000:

- a. All subcontracted construction work must be based on detailed written specifications approved in advance by the MPCA Project Manager or MPCA Contract Manager.
- b. Projects must be advertised on the Department of Administration website (see process outlined below).
- c. A minimum of three vendors must be sent the solicitation, with a minimum of one solicitation sent to a TG/ED/VO vendor if one is available. The TG/ED/VO vendor directory is available on the Department of Administration website at <https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>.
- d. The MPCA Contractor is not required to receive three bids, although the MPCA Contractor is required to send out at least three solicitations.
- e. Written, email or faxed bids may be obtained. The low bid response must be confirmed in writing.
- f. The Contractor must use the required forms below and obtain a firm price prior to issuing an award.
- g. All quotes and other pertinent information must be documented and kept in the solicitation file.
- h. Attached prevailing wage rates for each County the project work is in. See Instructions for MPCA Contractor/Prevailing wage section below for additional instructions on prevailing wage requirements.

Required forms

1. MPCA Request for Quotation Form (which includes the required state of Minnesota boilerplate Terms and Conditions).
2. Specification for Construction Form.
3. Pricing Bid Sheet.
4. Solicitation Posting Form.
5. Example Certificate of Liability Insurance Form must be included in the bid package.

Optional form

1. Responder's Qualification Form.

The MPCA Contractor and the MPCA Project Manager should determine whether a Qualification Form is required for a specific project.

The MPCA Contractor must follow the process below for projects estimated to be \$10,000 up to \$50,000.

- a. Prior to being advertised, the MPCA Core Resource Team must review the bid specifications.
- b. Complete the OSP Solicitation Posting Form.
- c. Email completed form to MPCA. Forms are available electronically.
- d. The MPCA Contractor and/or the MPCA Project Manager **must provide** the MPCA Purchasing Specialist, the entire bid packet and posting.
- e. MPCA Purchasing Specialist enters Solicitation Advertisements on the Department of Administration website at <https://osp.admin.mn.gov/GS-auto> for at least eight calendar days from the posted date.
- f. Any mandatory pre-bid meeting needs to be scheduled eight days after the posting date of the Solicitation. Recommended time period between the pre-bid meeting and the solicitation due date is seven calendar days.
- g. If additional advertising is needed, the solicitation may be advertised in the local paper or regional paper where the work is to be performed at least once during the eight day OSP advertising period and in any additional newspapers or journals designated in the MPCA Work Order. This is not legal notice.
- h. MPCA Contractor Project Manager maintains a list of companies that received copies of the bid documents.
- i. Changes to specifications:

If any changes are made to the specifications for construction work as described, an addendum must be prepared by the MPCA Contractor and sent to everyone who has already received a copy of the solicitation according to the list. The MPCA Contractor may use the attached Addendum Form. If the addendum goes to price, then the vendor must sign and return the addendum with the bid.

- j. Opening of bids and making an award:
 1. Bids must be date and time stamped. Public bid openings are not required for bids less than \$50,000; however, if the MPCA Contractor holds a public opening, only the vendor's name and price are to be read aloud. Only the name of the vendor and the dollar amount specified in the bid are public. All other information submitted in conjunction with the bid is nonpublic until the bid selection process is completed. The bid selection process is complete when the MPCA Contractor has finished its evaluation of the bids for responsiveness and the bids have been tabulated. See public vs. nonpublic for rebid under item 16 below:
 2. Check that a response is complete:
 - 1) Check that the bid is submitted on time.
 - 2) Check that the Bid is signed.
 - 3) Check that any alterations are done correctly and initialed. *
 - 4) Check for informalities or minor deficiencies. **

- 5) Check that the Contractor has a Registration Number or License Number provided by the Minnesota Department of Labor and Industry (applicable only if project involves building construction).
- 6) Check for TG/ED/VO preferences (see page 45 - Applying a Preference).
- 7) Ensure the bid meets all terms, conditions and specifications.

** A bid containing an alteration or erasure of any price contained in the response that is used in determining the successful bidder may be rejected unless the alteration or erasure is crossed out and the correction printed adjacent to the alteration and initialed by the person signing the response. Contact the Office of State Procurement to determine if a bid should be rejected.*

***Informalities or minor deficiencies may be waived in responses. Examples of minor deficiencies may include: omission of the title of the signatory; failure to furnish requested descriptive literature; minor detail omissions; failure to return the number of response copies. Contact the Office of State Procurement for questions on informalities or minor deficiencies.*

3. The MPCA Contractor must create a MPCA Bid Tabulation Sheet for each project after the responses are opened, and send it to the MPCA Project Manager for approval. **Do not include rejected responses on the bid tabulation sheet.** See the example of a MPCA Bid Tabulation Sheet.

k. Rejections

Examples of situations when a bid must be rejected:

- Bid received after the required due date and time.
- A bid that takes a material deviation to the specifications.
- A bid that takes exception to the terms and conditions of the solicitation.
- Alterations to bid pricing are done incorrectly (see above).

l. Notification Requirements for Rejections

When rejecting a non-responsive bidder, written notification is required in the form of a letter on MPCA Contractors company letterhead. The letter may be faxed, mailed or emailed to the non-responsive bidder. A copy of the rejection letter must be sent to the MPCA Project Manager and the OSP. Copies of the rejection letters can be sent to the MPCA Project Manager and OSP via email.

- m. The award will be made to the lowest qualified responsible bidder meeting all terms, conditions, and specifications.

Low-tied responses will be resolved as follows:

1. Minnesota. Whenever a tie involves a Minnesota vendor and a vendor whose place of business is outside the state of Minnesota, the award shall be made to the Minnesota Vendor.
2. Less than \$2,500.00. Except as provided above, tied responses less than \$2,500 shall be resolved by an appropriate tie-breaking technique, e.g., flip a coin.
3. More than \$2,500.00. Except as provided above, tied responses exceeding \$2,500 shall be resolved by requesting a new price from the tied responders, which will be used to break the tie. The Attorney General's Office Antitrust Division must be notified of any tied bids over \$2,500.00.

n. MPCA Approval

1. Within seven calendar days of receiving the bids, the MPCA Contractor shall submit a list of the responsive bids received to the MPCA Project Manager or MPCA Contract Manager along with a written recommendation of which bid to accept. The MPCA Contractor shall not award any subcontract until the MPCA Project Manager or MPCA Contract Manager has granted approval. All subcontracting approvals and recommendations shall be in writing.
2. The MPCA shall use its best efforts to, within seven days, either approve the MPCA Contractor's recommended Subcontractor or notify the MPCA Contractor that it does not approve the recommended bidder, and then the project may be rebid. The MPCA Contractor shall not award any

subcontract until approval has been granted by the MPCA Project Manager or MPCA Contract Manager.

o. MPCA Subcontractor Construction Purchase Order

The MPCA Contractor will make the award by issuing a legal document “Subcontractor Construction Purchase Order Form” with the lowest responsible bidder meeting specifications. The Subcontractor Construction Purchase Order must incorporate by reference all Terms and Conditions and Specifications.

p. Rebid of Solicitation – Examples of situations when a rebid might be appropriate:

1. All bids received were over the estimated dollar amount.
2. None of the bids meet the specifications.
3. Change in specifications (too close to the due date to send an addendum to all vendors).
4. No bids received.
5. Inaccurate information given to vendor(s) by another source, or information given to one vendor that all vendors did not receive.
6. An alternate is bid with a much lower price that does not meet the minimum specifications, but the specifications would be acceptable. Change the specifications and re-issue the bid.
7. If all bids are rejected and the project is being rebid, all data not previously made public is still nonpublic until the MPCA Contractor has rebid the project, finished its evaluation of the bids for responsiveness, and the bids have been tabulated
8. If the MPCA has determined that the project will be canceled in its entirety, then all data becomes public.

Applying a preference

See the Department of Administration website at

<https://mn.gov/admin/osp/government/procuregoodsandgeneralservices/tgedvo-directory/>, Directory of Certified TG/ED/VO Vendors. For assistance in determining or applying preferences, contact the Office of State Procurement.

Targeted Group (TG) preference – 12%. (See Minn. Stat. § 16C.16)

The vendor must be BOTH certified and eligible to receive a TG preference.

CERTIFIED means the vendor has made application and has been approved by the Office of Equity in Procurement (OEP) as a TG vendor. The vendor must be identified on the Directory of Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendors on the OEP website as a TG vendor (see Category Codes below).

A = Asian American B = African American H = Hispanic American I = Indigenous American (American Indian)
W = Women Owned (Nonminority Women) D = Disabled

ELIGIBLE means the CERTIFIED TG vendor’s certification includes the goods or services being purchased. For goods, eligibility also means the vendor must be an original equipment manufacturer (OEM) or an authorized distributor for the OEM or a manufacturer’s representative for the OEM or its authorized distributor.

Economically Disadvantaged (ED) preference – 12%. (See Minn. Stat. § 16C.16)

To be certified as an Economically Disadvantaged small business, the business must be located (or the owner must reside) in an [Economically Disadvantaged Area](#) in Minnesota. These areas include labor surplus areas, as designated by the federal government, and low income counties in Minnesota. Economically Disadvantaged small businesses must be certified as such by OEP in order to participate in the program.

Veteran-owned preference. Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 12% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

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

- 1) The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business; **or**

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

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

- Award Subcontract to lowest bid after comparing preferences.
- The MPCA Contractor must issue a legal document to obtain the services.

Note: Do not issue Subcontract for amount of bid plus preference. Subcontract amount is equal to the amount bid.

Instructions for MPCA Contractor:

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

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

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

- (1) only one trade or occupation is required to complete it and the project is greater than \$2,500;
- or
- (2) the estimated total cost of completing the project is greater than \$25,000. (Minn. Stat. § 177.43, subd. 7.)

B. Rate types. Commercial wage rates, highway/heavy wage rates, or residential rates.

- The Minnesota Department of Labor and Industry (DLI) defines the Rate Types on the DLI website at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>.
- **Commercial.** Commercial Wage rates apply to work that is on or attaches to a structure (including Group Homes). Print rate lists from on the DLI website at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-commercial-rates>.
- **Highway/Heavy.** Highway and Heavy Construction rates apply to work that is completely outside (e.g., parking lot repairs, curbs, pavement marking, etc.) with no structure involved. Print rate lists on the DLI website at <http://www.dli.mn.gov/business/employment-practices/prevailing-wage-highway-and-heavy-rates>
- **Residential (rare).** Residential construction or agricultural construction means all construction, remodeling, or repairing of single or two family homes and structures appurtenant thereto including agricultural or farming buildings appurtenant to private farm residences when utilized to carry on primary farming operations. Residential rates are used in rare occasions. To obtain residential rates, call the DLI at 651-284-5091 to discuss your project and learn steps necessary to obtain the appropriate residential rates for the trade classifications applicable to your project.

C. Prevailing wage payroll reporting. In accordance with Minn. Stat. § 177.30, subd. 4, and § 177.43, subd. 3, the Contractor and Subcontractor shall furnish to the Contracting Authority and the Project Owner:

- All payrolls, of all workers on the project, a certified payroll report via email 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 email addresses: prevailingwage.pca@state.mn.us.
- The Subject line on the Contractor's or Subcontractor's email must give their firm's name and the Contract or Purchase Order Number.
- These completed forms must be furnished not more than 14 days after the end of each pay period.
- The state of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form are available on the OSP website at <https://mn.gov/admin/osp/vendors/overview-for-vendors/>. 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.

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

D. Questions. Questions about whether a project requires prevailing wages or about which wage classifications should be used for a particular project, submit the question to the DLI email: dli.prevwage@state.mn.us.

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

IC-134 Form. All construction work needs an IC-134 form submitted by the subcontractor(s). Final payment must not be made until the Minnesota Department of Revenue (DOR) has certified the subcontractor(s) have complied with the State's withholding tax laws by approving an IC-134 form. The subcontractor can find a copy of the IC-134 form online and can submit their information online on the DOR website at <https://www.revenue.state.mn.us/contractor-affidavit-requirements>.

Contractor information

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____
Contact name: _____ Phone: _____ Vendor quote no.: _____

Return solicitations to

Name: _____
Address: _____
City: _____ State: _____ Zip code: _____

Must be received no later than

Date (mm/dd/yyyy): _____ Time: _____

Construction requisition title

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 representative who is empowered to bind the Vendor in a contract.
3. Solicitation responses must be submitted on this form unless otherwise stated in the solicitation.
4. Delivery must be FOB destination. Freight charge to be included in unit price unless otherwise stated in the solicitation. 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.
5. 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.
6. Solicitation responses submitted are irrevocable offers for 180 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 approved by the State.
7. Prices must be submitted in United States currency.
8. **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.
9. **Award--item, group, total.** The award will be made to the lowest responsible vendor meeting the specifications and all terms and conditions. The State reserves the right to award items separately, by grouping items, or by total, whichever is deemed most advantageous to the State.

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

Construction requisition title: _____

Base price: \$ _____
(Numeric dollar amount)

Certification

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; that this solicitation response has not been knowingly disclosed prior to the opening of solicitation responses to any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

Company name (print): _____ Authorized signature: _____

Contact title: _____ *(This document has been electronically signed.)*

Mailing address (if different from above): _____

City: _____ State: _____ Zip code: _____

Terms and conditions are attached.

Terms and conditions

Building construction contractor registration number: _____

or License number: _____ **Type of license:** _____

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

- A. Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services must register with DLI.
- B. The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with DLI, nor does it apply to its employees.
- C. General or prime contractors will be able to verify that subcontractors are registered on the searchable DLI Contractor Look-up website.
- D. The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees, and coercing others to form a business entity.

For additional information and to register go to the DLI website at www.dli.mn.gov/register or contact DLI at 651-284-5074 or email: dli.register@state.mn.us.

Indemnification, hold harmless, and limitation of liability.

In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Subcontractor, Subcontractor's reseller, any third party that has a business relationship with the Subcontractor, or Subcontractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

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 Contractor, 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 State. The responder 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. "Representations" include, but are not limited to publicity, advertisements, notices, press releases, reports, signs, and similar public notices.

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.

Default. A Subcontract constitutes a binding contract. All construction work will be subject to inspection and acceptance by the MPCA Contractor after delivery. No substitutions or cancellations are permitted without approval of the MPCA Contractor. Back orders, defaults in promised delivery, or failure to meet specifications in the Subcontract and/or the solicitation authorize the MPCA Contractor 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 responder. A Subcontractor may be removed from the State's vendor list or suspended from receiving awards for consistent failure to comply with the terms and conditions of the Subcontract, or for failure to pay the State for the cost incurred on defaulted Subcontracts.

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 subcontractor. In the event the subcontractor is in default, the Contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the subcontractor shall be entitled to payment, determined on a pro rata basis, for products, work or services satisfactorily received, performed, and accepted.

State audits. (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Subcontractor and its employees, agents, or subcontractors relevant to the Subcontract 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 Subcontract.

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 MPCA Contractor 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. 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 MPCA Contractor before payment will be issued.

Government data practices. The Subcontractor 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 Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor 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 Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor 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 Contractor or the State.

The Contractor 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 Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

Hazardous substances. To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

Risk of loss or damage. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the subcontractor and in the possession of the Contract Vendor or their authorized agent.

Environmentally responsible purchases. Wherever practicable, the State encourages environmentally responsible purchasing.

Dates. Dates are listed in the sequence of month/date/year. Times shown are based on the Central Time Zone, USA.

Addenda to the 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 listed in the solicitation. Only changes made via addendum will be valid.

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.

Delivery. The responder is to state the delivery time offered in the space provided on Page 2 of the RFB. 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 subcontractor.

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.

Nonresponsive offers. Responses that do not comply with the RFB will be considered nonresponsive and will be rejected.

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 Specifications, 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 OSP. 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. **Targeted Group, Economically Disadvantaged Business, Veteran-Owned and Individual Preference**

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. § 16C.16, businesses that are eligible and certified by the State as targeted group (TG) businesses, economically disadvantaged (ED) businesses, and veteran-owned businesses will receive a 12% percent preference. For TG/ED/VO certification and eligibility information visit [the Office of Equity in Procurement website at https://mn.gov/admin/business/vendor-info/oep/](https://mn.gov/admin/business/vendor-info/oep/) or call the Division's Helpline at 651-296-2600.

State of Minnesota

Veteran-owned Preference Form

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the Commissioner of Administration will award a 12% preference on state procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-owned preference requirements (See Minn. Stat. § 16C.19(d))

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

or

2. The principal place of business is in Minnesota **and** the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 13, part 128. (Supported By Documentation)

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the preference

By signing below, I confirm that:

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

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

or

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

Name of company: _____ Date: _____
Authorized signature: _____ Telephone: _____
Printed name: _____ Title: _____

Sign and return this form with your solicitation response to claim the veteran-owned preference.

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 in the solicitation for award information.

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 the responder's 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.

Conflict of terms. In the event of any conflict between General Terms and Conditions, and any Special Terms, Conditions, and Specifications the *Special Terms, Conditions, and Specifications govern.*

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

The Subcontractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Office of State Procurement that shall include a description of the action the Subcontractor 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 Subcontract. In the event the Subcontractor was aware of an organizational conflict of interest prior to the award of the Subcontract and did not disclose the conflict to the MPCA Contract Manager, the State may terminate the Subcontract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Subcontract," "Subcontractor," and "MPCA Contract Manager" modified appropriately to preserve the State's rights.

Pricing offered in response. Prices listed in your response to this solicitation must take into consideration all inherent costs of providing the requested construction work. 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.

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.

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.

Statement of non-collusion. By signing this solicitation 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 his solicitation response has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that his solicitation response has not been knowingly disclosed prior to the opening of solicitation responses of any other vendor or competitor; and that the above statement is accurate under penalty of perjury.

Antitrust. The subcontractor 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.

Certification regarding federal debarment, suspension, ineligibility, and voluntary exclusion. A contract resulting from this solicitation may be a covered transaction for purposes of federal debarment and suspension regulations. By submission of its response, the responder certifies that neither it, nor its principals or subcontractors, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The responder further certifies that it will include this provision in any subcontracts resulting from this solicitation. If the responder knowingly renders an erroneous certification, in addition to remedies available to the Minnesota Department of Administration, the Federal Government may pursue available remedies, including but not limited to suspension or debarment.

Workmanship. Employ people skilled and experienced for the specific task required. Licensed journeyman shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Either the MPCA Contractor or MPCA staff shall provide the qualified supervision at the site when the work is progressing.

Licenses. The State reserves the right to reject a response if the responder fails to provide the State adequate documentation of any required license. The State reserves the right to verify any required license prior to final award and at any time during the work.

Materials and systems. All materials, equipment, fixtures, apparatus, etc., shall be new unless specifically indicated otherwise. Materials, equipment, etc., specified must be manufactured, installed or applied in accordance with the directions of the manufacturer, governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not contractor or manufacturer subscribes or belongs to said association.

Alterations. A response containing an alteration or erasure of any price contained in the response, which is used in determining the lowest responsible response, must be rejected unless the alteration or erasure is corrected in a manner that is clear and authenticated by an authorized representative of the responder.

Withholding affidavit for contractor. Prior to final payment, the Subcontractor(s) shall deliver an IC 134 – Withholding Affidavit for Contractor to the MPCA Contractor along with the request for final payment/invoice. To print a copy of the IC-134 Form or to file online, go to the Minnesota Department of Revenue website at <https://www.revenue.state.mn.us/contractor-affidavit-requirements>. The Minnesota Department of Revenue must approve and sign the paper form prior to submitting to the MPCA Contractor for project payment. After filing online, the Subcontractor must provide the MPCA Contractor a printed copy confirming approval from the Minnesota Department of Revenue.

Subcontractor payment. In accordance with Minn. Stat. § 16A.1245, the MPCA Contractor shall, within ten days of receipt of payment from the State, pay all Subcontractors and suppliers having an interest in the Subcontract their share of the payment for undisputed services provided by the Subcontractors or suppliers. The MPCA Contractor is required to pay interest of one and one-half 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 MPCA 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 MPCA Contractor agrees to take all steps necessary to comply with said statute. A consultant is a Subcontractor under the Subcontract. In the event the MPCA 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 MPCA Contractor and deduct said payment from any remaining amounts due the MPCA Contractor. Before any such payment is made to a Subcontractor or supplier, the State shall provide the MPCA Contractor written notice that payment will be made directly to a Subcontractor or supplier. If there are no remaining outstanding payments to the MPCA 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.

Award of related contracts. In the event the State has or undertakes or awards supplemental contracts for work related to the Subcontract, or any portion thereof, the MPCA Contractor and Subcontractor shall cooperate fully with all other Contractors and the State in all such cases.

Award of successor contracts. In the event the State undertakes or awards a successor contract for work related to the Subcontract, or any portion thereof, the current MPCA Contractor and Subcontractor shall cooperate fully during the transition with all other Contractors and the State in all such cases.

Site visit. If required in the solicitation and/or specifications all vendors shall visit the site of the construction work, 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.

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

Prevailing wage payroll requirements

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

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 email 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 email addresses: prevailingwage.pca@state.mn.us.

The Contractor and Subcontractor must submit the state of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within 14 days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <https://mn.gov/admin/osp/vendors/overview-for-vendors/>. No other payroll forms will be accepted to meet this requirement.

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

The Department of Labor and Industry has a webpage with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/business/employment-practices/faqs-about-labor-standards>. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651-284-5091.

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

Sales and use tax. In submitting the bid, the responder is understood to have included in the bid price any applicable State or federal sales, excise, or use tax on all materials, supplies and equipment that are to be utilized on this project.

Dispute resolution procedures. Any issue a responder has with the Request for Bid (RFB) document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to the MPCA Contractor 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 MPCA Contractor within five working days from the time the intent to award or the Contract award date is made public. This public notice may be made by notification by letter or email or posted on the on the OSP website, <https://mn.gov/admin/osp/>. The MPCA Contractor will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: MPCA Contractor, the MPCA Project Manager, and the Office of State Procurement.

Warranty. The Subcontractor shall provide a one-year warranty, which includes labor and materials, unless otherwise stated in the specifications or if there is an extended manufacturer's warranty. The Subcontractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by the MPCA Contractor.

Change Orders. The MPCA Contractor may make minor changes within the general scope of work by issuing a written Change Order, duly approved and executed by the MPCA Contractor, Subcontractor and MPCA Project Manager. The Subcontractor is required to provide the documentation to justify the change request. The MPCA Contractor will not compensate the Subcontractor for cost overruns. The increase must be necessary due to materially different work conditions, which could not have been predicted, from available material and data. In no case shall the Contract, plus the Change Order exceed \$50,000.00.

Insurance. Subcontractors should include proof of insurance with their bid. Upon notification of award, and within seven (7) days of notification, the awarded Subcontractor must provide a certificate of insurance with the coverage and amounts called for in the Request for Bid. Any subcontract awarded will not be executed until the certificate of insurance has been received and approved by the MPCA Contractor or MPCA Project Manager. The State reserves the right to rescind the subcontract award if the Subcontractor does not provide the certificate of insurance within the required time.

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

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

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.

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

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.

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

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

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:
- 1) 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
 - 2) Coverage C: All States Coverage
 - 3) If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
 - 4) A waiver of subrogation in favor of the state of Minnesota, as Owner.

If Contractor is self-insured for its obligation under 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

When project involves pollutants, the following coverage's are also required:

- A. CA 9948 Endorsement – Pollution Liability – Broadened Coverage (or equivalent)
- 1) CA 9948 is an endorsement that is attached to an Automobile Liability policy for Contractors who are handling pollutants. This endorsement extends the Automobile Liability policy to cover liabilities incurred as a result of the discharge, dispersal, seepage, migration, release or escape of pollutants that are part of the contract work, which are being transported, towed by, handled, stored, disposed of or processed in or upon a covered vehicle, if they are upset or overturned.
- B. MCS 90 Endorsement
- 1) MCS-90 is an endorsement that is attached to the Automobile Liability policy of motor carriers as set forth by the Motor Carrier Act of 1980. The endorsement assures compliance by the insured, within the limits stated therein, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

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 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 04 13 or its equivalent.

- Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 04 13 or equivalent
- Independent Contractors – Let or Sublet work
- Waiver of Subrogation in favor of the state of Minnesota
- Officers and Employees of the state of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

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

3. Pollution Liability Insurance

A. When project involves work with pollutants the following insurance is required:

The Contractor shall maintain Pollution Liability Insurance (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy) and in case any work is subcontracted, the Contractor will require the subcontractor to provide Pollution Liability insurance, unless the requirement is noted as waived in these specifications for specific types of work. Unless otherwise specified the insurance minimum limits of liability shall be as follows:

\$2,000,000 – Per Occurrence
 \$2,000,000 – Annual Aggregate

The following coverage's shall be included:

- Policy will include non-owned disposal site Pollution Liability.
- Policy will not contain a lead exclusion.
- Waiver of subrogation in favor of the state of Minnesota.

Officers and Employees of the state of Minnesota, the Architect and its agents shall be named as Additional Insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

Umbrella or excess liability: An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Contract.

Officers and employees of the state of Minnesota shall be named as Additional Insureds, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

| 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 UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SHOWN. | | | | | |
| INSURED Contractor/Vendor Name & Address | | | INSUREERS AFFORDING COVERAGE | | | | | |
| | | | INSURER A: Name of Insurance Company | | | | | |
| | | | INSURER B: " " " | | | | | |
| | | | INSURER C: " " " | | | | | |
| | | | INSURER D: " " " | | | | | |
| | | | INSURER E: " " " | | | | | |
| COVERAGES | | | | | | | | |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | |
| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YY) | POLICY EXPIRATION DATE(MM/DD/YY) | LIMITS | | | |
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input type="checkbox"/> DEDUCTIBLE BI AND/OR PD GENERAL AGGREGATE APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> 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 AGGRREGATE | | \$2,000,000 | |
| | | | | | PRODUCTS-COMP/OP AGG | | \$2,000,000 | |
| | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> * CA 99 48 Endorsement <input checked="" type="checkbox"/> * 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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> 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 | <input checked="" type="checkbox"/> | 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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NON-OWNED DISPOSAL SITES <input checked="" type="checkbox"/> NO LEAD EXCLUSION | Policy Number *If required in solicitation. | Effective date of policy | Expiration date of policy | Each Occurrence Aggregate | | \$2,000,000 \$2,000,000 | |
| | | | | | | | | |
| | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: State Project _____ Purchase Order # _____ - The state of Minnesota is named as an Additional Insured on a primary and non-contributory basis for ongoing and completed operations under Commercial General Liability, Umbrella or Excess Liability, and *Pollution Liability. - 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 Department of Administration Office of State Procurement 112 Administration Building 50 Sherburne Ave. St. Paul, MN 55155 | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |

Specifications for: _____

MPCA site/project name: _____

1. Scope:

The work covered under this Subcontract shall consist of the labor, equipment, materials, tools, transportation and incidentals necessary for: _____

2. Location of work (project):

3. MPCA Contractor contact name:

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

Address: _____

Phone: _____ Email address: _____

4. Schedule/time of completion:

The Subcontractor shall commence work within the shortest time possible after receipt of both the executed copy of the Subcontract and notification by the MPCA Contractor to commence work. The project shall be substantially complete by _____ Responses that indicate a substantial completion of later than _____ will be rejected.

(or use, "I/We propose to have the project substantially complete within _____ days after receipt of order.")

5. Capitol complex jobsite guidelines:

If the project is located within the Capitol complex, then the *Working at the Capitol: Job Site Guidelines and Parking Guidelines* become part of the specifications. They are located on the Minnesota Department of Administration website at <http://www.mn.gov/admin/business/vendor-info/capitol-job-site-info/>.

6. Delays:

The Subcontractor shall notify the MPCA Contractor, _____ of any prospective delays in the completion of this project. Such notice shall be given as soon as the Subcontractor recognizes the prospect of a delay.

7. Use of premises:

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

8. Temporary facilities:

The existing electrical service and distribution system may be used to provide temporary power and, if necessary, light for Construction purposes. The cost of all electrical energy used will be paid by the Owner. The Contractor shall be responsible for the cost of the installation and the removal of all temporary connections to the existing distribution system. Should any Contractor use such tools as would frequently overload the existing service or distribution system, arrangements shall be made to provide a separate temporary service for its own use and shall pay all energy and other costs incurred.

The existing water supply system may be used for construction purposes. The cost of such water will be paid by the Owner. Each Contractor shall provide its own hoses and other temporary extensions and connections. Temporary connections shall be removed by the party installing them when no longer required. Existing sanitary facilities will be made available for use by all construction personnel on the Project. No other facilities shall be used.

9. Special site conditions:

Special care shall be taken to prevent damage to any part of the existing building, walks, plantings, etc., and _____ in the course of the work.

Coordinate placement of equipment (crane or mechanical lift) with the Owner and determine acceptable location and loading capacity. It shall be the Contractor's responsibility to restore anything damaged in the course of the Contract Work to its original condition.

10. Examination of site (if applicable-optional):

Before submitting a proposal on the work contained in these specifications, each bidder should visit the site, examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. No extras will be allowed because of the Subcontractor's misunderstanding as to the amount of work entailed or lack of knowledge of existing conditions.

To arrange a site visit prior to the bid, contact: _____ Phone: _____

(Note: If needed, this can be changed to mandatory visit and add the following sentence, "Responses received from companies that did not attend a pre-bid site visit will be rejected.")

11. Substitutions:

Substitutions of materials and equipment shall be as set forth in the Terms and Conditions ('front end' language) of the Request for Bids Solicitation.

12. Protection and barricades:

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

13. Maintenance:

The Subcontractor will be required to maintain all finished work until final acceptance by the MPCA Contractor.

14. Oral statements:

No oral statements made by any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions and specifications of Request for Bids, or the resulting award.

15. Storage of materials:

Subcontractor shall provide storage as required to protect and preserve all materials stored at the site. Subcontractor shall confine storage of materials and other apparatus to areas designated for such purposes by the MPCA Contractor. The Subcontractor shall properly secure, cover, and protect materials and work and all State or remediation site property against damage of any kind until this project is completed and ready to be turned over to the MPCA Contractor.

16. Permits/Inspections:

The Subcontractor shall obtain all necessary permits/inspections required for the work and include the cost in its bid.

17. Clean up:

Subcontractor to clean up finished surfaces, storage areas and areas contiguous to the work. Remove all debris, containers and scrap materials from the project site and dispose of in a legal manner. Touch up and restore any finishes that are damaged prior to final inspection.

18. Final inspection:

The Subcontractor is responsible to schedule an inspection prior to final acceptance of the MPCA Contractor.

19. Terms and conditions:

Changes to terms and conditions are not allowed.

20. Price:

The Subcontractor is required to submit a MPCA Pricing Bid Sheet with its bid submittal.

21. Health and Safety:

The Subcontractor shall have, as appropriate, health and safety plans for all work performed under this Contract. The Health and Safety Plan shall address incident specific hazards and tasks. The Subcontractor must provide HAZWOPPER Certifications, FIT Testing, and medical Certifications required to upgrade to Level C in the event that this is needed.

22. Salvage/removal of materials and safety provisions:

Salvage _____ remnants for Owner's reuse. Removal of all other extraneous material disrupted during construction is the responsibility of the Contractor. **Strict adherence to OSHA Safety Requirements is mandatory.**

23. Interruption of services:

The Contractor shall not interrupt, cut, or alter, in any way, any of the existing services and utilities of the Owner without the express written notice and permission of the Owner. **If the contractor must interrupt electrical, mechanical, or telephone service, they shall notify the owner of such need at least seven days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.**

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

List additional specifications here (if applicable):

Site Name: _____

Total base bid (Lump sum): \$ _____
(Numeric)

Unit price information for additions/deductions by change order.

| *Item number | Description | Unit | Unit price | Estimated quantities included in base price |
|---------------------------|---|------------|------------|---|
| Drilling | | | | |
| 1 | LIF boring (28 borings) to a depth of 40 ft. bgs, (final determination to be made in field) | Per foot | \$ | 1,120 |
| 2 | Field and finished copy of LIF/ROST data (including cd(s)) | Per boring | \$ | 28 |
| Boring abandonment | | | | |
| 3 | LIF Boring | Per boring | \$ | 28 |
| 4 | Patching (asphalt/concrete) | Per boring | \$ | 28 |
| Standby | | | | |
| 5 | Standby | Per hour | \$ | |
| | | | | |

* This unit price information will be used for changes in the work. The estimated quantities are included in the Base Price. Unit prices that are considered by the State to be fair market values will be accepted for use. The State will not accept unit prices that are determined to be excessive or unreasonable. Final payment for items indicated will be based on actual measured quantities and accounted by Change Order.

Award will be made based on lump sum price.

Site name: _____

Bidder name: _____

 Total base bid (Lump sum): \$ _____
 (Numeric)

Unit price information for additions/deductions by change order.

| *Item number | Description | Unit | Unit price | Estimated quantities included in base price |
|--------------|-------------|------|------------|---|
| | | | | |
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* This unit price information will be used for changes in the work. The estimated quantities are included in the Base Price. Unit prices that are considered by the State to be fair market values will be accepted for use. The State will not accept unit prices that are determined to be excessive or unreasonable. Final payment for items indicated will be based on actual measured quantities and accounted by Change Order.

Award will be made based on lump sum price.

Office of State Procurement Solicitation Posting Form

Text in red and preceded by an asterisk (*) indicates required field

* Select One: Office of State Procurement Other Purchasing Office

Rebid? Yes No

Solicitation Number:

*Title:

*Purchasing Agency:

Ship-To Information:

*Agency Name:

Office Name

Address:

City:

State:

ZIP:

*Contact Person:

*Contact Phone:

TTY Phone:

Fax Number:

Fax Contact Name:

*Due Date:

* Due Time: _____ AM PM

Remember to complete Page 2.

Solicitation Posting Form, Page 2

Pre-Bid Meeting:

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Pre-Bid Meeting Date: Mandatory Not Mandatory

Address:

City:

State:

ZIP:

Time: ____ AM PM

Notes:

Example, no cell phones,
picture I.D., assemble at
front gate.

Buyer Code (OSP Only):

Reverse Auction: Yes No

This form must be completed by the responder and must be submitted with its response to this solicitation (or within 48 hours after form has been requested). If the Qualification Form is not received in the time specified, the Subcontractor's response will be rejected.

Each Responder must answer all of the questions and provide all requested information contained herein. Because answering all of the questions and providing all of the requested information is a requirement, any Responder failing to meet this requirement may be deemed to be non-responsive at the sole discretion of the State. If a responder is deemed to be non-responsive, their response will be rejected.

Before an award is made, the State (or its representative) reserves the right to clarify/verify qualification information submitted to determine that all qualifications listed below have been met.

If the qualification requirements listed below are not met, either on the face of the submitted information or after such clarification/verification as the State may request, the response shall be rejected.

- Requirement:** Contractor has been in business under current business name or current Federal Employer ID Number for _____ years from the solicitation bid due date.

(Contractor must check Yes or No.)

- Yes, my company has been in business under current business name or current Federal Employer ID Number for a minimum of _____ from the solicitation bid due date.

If Company name changed within the last _____ but Federal Employer ID remained the same then list the Previous Company name: _____

- No, my company has not been in business under the current Federal Employer ID Number for a minimum of _____ from the solicitation bid due date. We acknowledge that our response will be rejected due to not meeting the minimum requirement of _____ under current business name or current Federal Employer ID Number.

- Yes – Each individual that will be responsible for this project has had at least: _____ years (number) of experience with this type of project: List the individuals who will be responsible for this project.

Name: _____ Present position: _____

| Years of experience | Type of work | In what capacity? |
|---------------------|--------------|-------------------|
| | | |
| | | |
| | | |

Name: _____ Present position: _____

| Years of experience | Type of work | In what capacity? |
|---------------------|--------------|-------------------|
| | | |
| | | |
| | | |

3. **Requirement:** My Company has substantially completed the work for at least _____ contracts since _____ for _____. Each of these projects must have had a project value of <form field> or greater.

The State (or its representative) reserves the right to contact the references listed. If the State or its representative receives information that in the State's sole discretion indicates the responder is non-responsible, the State will reject the response. Information considered includes, but is not limited to: 1) project milestones – meeting substantial and final completion dates; 2) communication with project owner and subcontractors; 3) on-site supervision; 4) coordination of subcontractors; and 5) nonpayment of subcontractors.

***Property owner information:** (List below the required information for your previous projects.)

Owner name: _____ Contact person: _____

Owner phone: _____ Contact phone: _____

Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

Owner name: _____ Contact person: _____

Owner phone: _____ Contact phone: _____

Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

Owner name: _____ Contact person: _____

Owner phone: _____ Contact phone: _____

Dollar amount of contract: \$ _____ Substantial completion date (mm/dd/yyyy): _____

Contract substantially completed under **(check one)**:

Current company name Previous company name

**The term "Property Owner" means the person or entity identified as the owner of the property wherein the above referenced work was performed.*

Bid Tabulation Sheet

Construction projects up to \$50,000 for MPCA Contracts

Section 3

Doc Type: Contract

Date bid (mm/dd/yyyy): _____ Bid due date (mm/dd/yyyy): _____ Required delivery date (mm/dd/yyyy): _____

Project name: _____ Project ID: _____

| Preference TG - 12% ED - 12% VO - 12% | Company name/Contact person | Telephone number | Terms of payment | Date bid received | Delivery offered |
|--|-----------------------------|------------------|------------------|-------------------|------------------|
| A | | | | | |
| B | | | | | |
| C | | | | | |

| Item | Full description of item | Quantity | Unit | Bidder A | | Bidder B | | Bidder C | |
|------|--------------------------------|----------|------|------------|-------------|------------|-------------|------------|-------------|
| | | | | Unit price | Total price | Unit price | Total price | Unit price | Total price |
| 1 | Total base bid lump sum | | | | | | | | |
| | Transportation | | | | | | | | |
| | Subtotal | | | | | | | | |
| | TG/ED preference * | | | | | | | | |
| | Evaluation total | | | | | | | | |

Vendor to be awarded bid: _____

 Signature: _____ Date (mm/dd/yyyy): _____
(This document has been electronically signed.)

 Comments: _____

 Recommendation: _____

*Add the appropriate preference to non- TG/ED (targeted group/ economically disadvantaged) vendor's subtotal (see above).

Subcontractor Construction Purchase Order Form

Construction projects up to \$50,000 for MPCA Contracts

Section 3

Doc Type: Contract

This form to be used by the Minnesota Pollution Control Agency (MPCA) Contractor when hiring a Construction Contractor only.

Contract title: _____ Contract number: _____

MPCA purchase order number: _____ Project Name: _____

Subcontractor information

Subcontractor name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Contact name: _____ Phone: _____ Vendor quote no.: _____

Supplemental terms

1. Show the Contract number on invoice and all correspondence.
2. This MPCA Subcontractor Construction Purchase Order Form incorporates by reference all terms, conditions, and specifications of the solicitation and vendor's response. In case of a conflict in terms, the order of precedence shall be: First; this MPCA Subcontractor Construction Purchase Order Form, second; the Request for Bid (RFB), third; the vendor's response.
3. All deliveries/services hereunder shall comply with all applicable state of Minnesota and federal laws.
4. Invoices must match line items on the MPCA Subcontractor Construction Purchase Order Form.
5. Notwithstanding any language to the contrary herein, the Contractor, _____ shall be solely responsible for the payment of the amounts payable by the state of Minnesota under this MPCA Subcontractor Construction Purchase Order Form, as provided in MPCA Contract No. _____. The MPCA Contractor's responsibility under this MPCA Subcontractor Construction Purchase Order Form is to make payments of amounts due hereunder, and as provided in requests for payment submitted and approved by the State.

Ship to information

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Contact name: _____ Phone: _____ Discount terms: _____

Ship via: _____ Freight terms: _____ Requested delivery: _____

Bill to information

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Contact name: _____ Phone: _____

| Line | Description | Quantity | Unit | Unit price | Amount |
|--------------------|-------------|----------|------|------------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| Order total | | | | | |

(Payment. The Contractor shall provide an *IC 134 – Withholding Affidavit for Contractor* to the State agency along with the request for final payment/ invoice. Submit *Excel Prevailing Wage Payroll Information Forms* to the following email address: prevailingwage.pca@state.mn.us.)

Signature: _____
(This document has been electronically signed.)

MPCA Contractor name: _____ Date (mm/dd/yyyy): _____

MPCA Contract number: _____ Purchase order number: _____

Contractor information

Contractor name: _____ Addendum no.: _____

Project title: _____

Date (mm/dd/yyyy): _____ Bids due date (mm/dd/yyyy): _____

Addendum

The following additions, revisions, corrections, and clarifications contained herein shall become part of the Contract Documents for the Project, and shall be included in the Scope of Work and Bid Proposals to be submitted.

[description of addendum]

This addendum shall become part of the Request for Bid (RFB) _____ [choose either: may or must] be returned with the response by the due date and time of the solicitation. (MPCA Contractors choose either "**must**" or "**may**" If you choose "**must**" then include the following sentence: "Responders that do not sign and return this addendum with their bid will be rejected.")

Responder

Company name: _____ Date (mm/dd/yyyy): _____

Signature: _____ Title: _____

(This document has been electronically signed.)