



Request for Bids

#25013B

CNP Full Size Double Gas Ovens

Due by:
Monday, September 16, 2024
2:00 p.m. Local Time

Anoka-Hennepin Schools
Purchasing Department
2727 N Ferry St. Anoka, MN 55303
763-506-1300
purchquotes@ahschools.us

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT #11

CALL FOR BID

Request for Bid #25013B - CNP Full Size Double Gas Oven's

Bids due by 2:00 p.m. Local Time (LT) on Monday, September 16, 2024

By order of the School Board of Anoka-Hennepin Independent School District #11, sealed Bids for **CNP Full Size Double Gas Oven's** will be received in accordance with the specifications prepared by the Anoka-Hennepin Independent School District #11 until 2:00 p.m. LT, on Monday, September 16, 2024, at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bid must be checked in at the reception desk located at Entrance #1. Social distancing will be practiced.

The following project dates have been established: Bids issued Thursday, August 22, 2024. Closing date for vendor questions is Tuesday, September 5, 2024, by 4:00 p.m. LT, Responses to Vendor questions issued by Monday, September 9, 2024, by 4:00 p.m. LT. Bid opening is Monday, September 16, 2024, at 2:00 p.m. LT.

DELIVERY AND OPENING OF BIDS: Bids shall be delivered to and will be opened at the Anoka-Hennepin School District Educational Service Center, Purchasing Office, located at 2727 North Ferry Street, Anoka, Minnesota, Entrance #1. Hand-delivered bids must be checked in at the reception desk located at Entrance #1. Printed bid binders and pricing shall be delivered in a sealed envelope or box, clearly labeled **#25013B – CNP Full Size Double Gas Ovens**. The bidder assumes the risk of any delay in the mail or on the handling of mail by employees of the school district. Whether the bid is sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid clocked in on time at the place specified. Fax or telephone amendments will not be accepted at any time. No oral, facsimile or telephone bids or modifications of bids will be accepted. Bids will be opened and read aloud immediately after the specified time of closure for the bidding period. This will be conducted live through the use of the Google Meet platform.

BID SECURITY: Bids shall be accompanied by bid security for 5 percent of the total Bid amount submitted, made payable to the District.

Specifications may be examined or obtained at the Anoka-Hennepin Independent School District #11, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 10:00 a.m. and 2:00 p.m. LT or by calling the Purchasing Department at 763-506-1300.

No vendor may withdraw their Bid within sixty (60 days) after the scheduled closing time for the receipt of Bids. The School Board reserves the right to reject any or all Bid or parts of Bid and to waive informalities in the Bids.

ANOKA-HENNEPIN
INDEPENDENT SCHOOL DISTRICT #11
CLERK OF THE SCHOOL BOARD

Jeff Simon

To be published in Sun Publisher on Thursday, August 22, and August 29, 2024.
To be published in ECM Publisher on Friday, August 23, and August 30, 2024.

Part 1: General Instructions

1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin Independent School District #11, 2727 North Ferry Street, Anoka, MN, 55303 until 2:00 p.m. LT on Monday, September 16, 2024, for the CNP Full Size Double Gas Ovens, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin Independent District #11 is requesting bids for 25013B - CNP Full Size Double Gas Ovens at four (4) sites at Coon Rapids High School, Hamilton Elementary School, Wilson Elementary School and Oakview Middle School.

For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

- **District** refers to Anoka-Hennepin Independent School District #11 and any department or board of the School District.
- **LT** means Local Time
- **Vendor** means the company submitting a bid in response to this RFB
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this bid.
- **RFB** means Request for Bid

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) original response printed on standard copy paper, for reproduction for evaluation team, clearly labeled with:

Vendor Name

25013B - CNP Full Size Double Gas Ovens

Attn: Tiffany Audette, CPPB / Purchasing

Bid Enclosed – Do Not Open until at 2:00 p.m. LT on Monday, September 16, 2024.

The bid must be signed by an officer or other employee authorized to submit the Bid. Proof of authority of the person submitting the bid must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally, hand delivered

B. Multiple Submissions – Not Applicable

C. Delivery Response

Bids must be received at the following address:

Anoka-Hennepin Independent School District #11

Purchasing Department, Entrance #1

Attn: Tiffany Audette, CPPB

2727 North Ferry Street
Anoka, MN 55303
If delivering in person, please check in with the receptionist at Entrance #1.

D. Bid Opening

Sealed Bids will be opened and read aloud immediately after the specified time of closure for the bidding period. This will be conducted live, through the use of the Google Meet platform. Those interested in attending the bid opening may do so virtually by utilizing the link below or by calling the phone number provided:

25013B - CNP Full Size Double Gas Ovens

Google Meet joining information.

Video call link: <https://meet.google.com/dxn-mwra-ugp>

Or dial: (US) +1 601-640-1018

PIN: 241 407 460#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, which is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

E. Late Bid Submissions

The Vendor assumes the risk of any delay in the delivery of their bid. Whether the bid is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their bid clocked in on time at the location specified above. Any bids received after the bid opening time identified in Section 1.04 may be rejected.

F. Editing of this Document

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all bids on the District's forms. Bids submitted on company forms may be rejected.

G. Withdrawal of Bid

A bid, once delivered to the formal custody of the District, may not be withdrawn until after the bids are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a bid, that document becomes property of the District.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a bid. Submission of a bid shall be proof that such examination has been made and that each vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a bid, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all bids and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFB, both the selected bid and the bid(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that it is necessary to change a date, time, or location it will issue an addendum to this Bid.

Description	Date
Bid #25013B Released	Thursday, August 22, 2024
Questions due from Vendors	Thursday, September 5, 2024, by 4:00 p.m. LT
Addendum due to Vendors	Monday, September 9, 2024, by 4:00 p.m. LT
Bid Opening (Virtual)	Monday, September 16, 2024, at 2:00 p.m. LT

L. Bid Security

Bids shall be accompanied by bid security for 5 percent of the Total Bid submitted, made payable to the District.

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each bid. Please refer to Attachment A.

N. Pre-Bid Meeting

A pre-bid meeting will not be held. Vendors wishing to visit the site prior to submitting a quotation may arrange to do so by contacting **Ryan Baumann, District Maintenance Specialist, Mobile phone: 952-270-9349**

O. Inquiries Regarding Bid

All inquiries concerning this RFB must be submitted via email to Purchquotes@ahschools.us prior to the deadline provided in section K. Timeline. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors prior to the deadline provided in section K. Timeline.

P. Deviation from Specifications

The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict vendors to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which bids are submitted must be of such character, quality, or equivalence that it will serve the purpose for which it is to be used equally well as that specified and be acceptable to the using department.

All substitution requests must be submitted for approval during the question period of the solicitation. A complete description of the proposed substitution including packing and shipping quantities and color samples for the manufacturer, which it is to be substituted, must be included in the substitution requests.

Q. Samples – Not Applicable

R. References

In Part 3, Vendors are required to list three customers with approximately the same service requirements and volume as described in this document. In addition, the responder must provide information for a company who has discontinued a contract within the last three years. The District will make all reasonable attempts to reach the specified references.

S. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed, and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other identifying reference in this document. All information submitted must be noted in the same sequence as appears in this document.

T. Interpretations and/or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the bid and will be included by reference in the final contract(s) between the Vendor(s) and the District.

U. Vendor Interviews – Not Applicable

1.05 BASIS OF AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services and/or furnish the products as detailed in this RFB. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any quotation if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

B. Requirements of the RFB. Bids not meeting the requirements stated in the RFB may be eliminated from consideration.

C. Award

Award shall be made to the overall lowest qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

- Accept or reject any and all bids or portions thereof, or to waive any irregularities or informalities in bids.
- Reject nonconforming, nonresponsive, or conditional bids
- Select a bid in the best interest of the District.
- Select the next best responsive bid.
- Award to more than one Vendor.
- Release a new Bid.
- Take other action, as the District deems appropriate.

The District will be the sole and final authority in determining the successful Vendor.

1.06 A. Contract Pricing

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise cost above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

B. Escalation Clause – Not Applicable

C. Contract Review – Not Applicable

D. Contract Renewal – Not Applicable

E. Contract Assignment

The Contract Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

F. Vendor Performance

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the service purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires modification or cancelation of the contract.

G. Reimbursement of Liquidated Damages

If the Contract Vendor fails to meet the specifications, terms, and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

H. Vendor Financial Stability

The District may request a copy of the Vendor's financial records prior to contract award or during the Contract period.

I. Contract Reports – Not Applicable

1.07 ADDITIONAL CONTRACT TERMS

A. Bonds and Insurance

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more **may be** required to provide a Performance Bond for \$25,000. A Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Commercial Automobile Liability Insurance: The Vendor may be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amount will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

The Vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The Vendor may be required to submit a certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such

data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Contract Vendor must provide their company contact information for key personnel providing support under this contract.

The Contract Vendor must notify the District immediately of any changes in support staff.

D. Permission to Proceed

The Contract Vendor must obtain the District's written permission from the District Project Manager before proceeding with any work necessitating cutting through any part of any District building structure.

E. Independent Contractors

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

F. Responsible Contractor

Per Minnesota State Statute 16C.285, the Vendor must complete the endorsed form verifying compliance with the minimum responsibility requirements in the statute.

The Responsible Contractor act verification form attached and required at time of bid.

In determining the "lowest responsible bidder," the School District will evaluate a bidder's responsibility, or lack of responsibility, by (a) its demonstrated compliance with Minnesota's responsible contractor requirements contained in Section 16C.285 of Minnesota Statutes; and (b) references it supplies to the School District which relate to the quality of its performance, management, expertise, responsiveness and timeliness, and its successful completion of work of similar complexity and time restriction. The School District may consider the quality and timeliness of a bidder's performance of work for the District in determining whether the bidder is "responsible."

Responsible Contractor: In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the School District cannot award a construction contract in excess of \$50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3.

All Prime Bidders submitting a bid for a construction project shall submit along with their bid a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 of Minnesota Statute §16C.285, at the time that they submit their bid. This includes the criterion that all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6) of Subd. 3 of §16C.285. This sworn statement is included as part of the Bid Form.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements will not be a "responsible contractor" and will be ineligible to be awarded the

Contract for this Project or to work on this Project.

Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all sub bidders of any tier pursuant to subdivision 3, clause (7).

Subcontractor verification: A prime contractor or sub bidder shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project.

Information can be found at

<https://www.revisor.mn.gov/laws/?id=253&doctype=Chapter&year=2014&type=0>

DETERMINATION OF RESPONSIBILITY as follows:

Prior to award of the Contract, an evaluation will be made to determine if the low Bidder has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required. In determining the "lowest responsible bidder," the School District will evaluate a bidder's responsibility, or lack of responsibility, including, but not limited to:

1. Its demonstrated compliance with Minnesota's responsible contractor requirements contained in Section 16C.285 of Minnesota Statutes;
2. References it supplies to the School District which relate to the quality of its performance, management, expertise, responsiveness and timeliness, and its successful completion of work of similar complexity and time restriction.
3. Sufficient financial ability to perform the contract as evidenced by the Bidder's ability to obtain payment and performance bonds from an acceptable surety.
4. Appropriate experience to perform the Work described in the bid documents;
5. Any judgments entered against the Bidder, or any officers, directors, partners, or owners for breach of a contract for construction;
6. Any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented; or
7. A conviction of the Bidder or any officer, director, partner, project manager, procurement manager, chief financial officer, or owner in the last five years of a crime relating to governmental or nongovernmental construction or contracting; payment and performance bonds an acceptable surety; contracting; payment and performance bonds an acceptable surety;
8. Any current debarment of the contractor, any officer, director, or owner, from bidding or contracting by any public body of any State, any State agency, or any agency of the Federal government.

The School District may consider the quality and timeliness of a bidder's performance of work for the District in determining whether the bidder is "responsible". The School District reserves the right to disqualify or refuse to accept the bid of any bidder who has been convicted, or entered a plea of guilty or nolo contendere, in any Federal or State court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether Federal, State, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or

against whom such formal criminal prosecution or other judicial proceeding has been initiated.

A Bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder shall be notified in writing.

G. Prevailing Wage

1. Because the Contract is being financed in part or in total with state funds, the Contract shall be according to School Board Policy and in accordance with Minnesota Statutes 177.41 through 177.43 regarding Prevailing Wage Rates for Construction Projects.
2. Minnesota Statutes 177.41-44, commonly known as The Little Davis-Bacon Act states “It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is, therefore, declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State projects would be comparable to wages paid for similar work in the community as a whole”.
3. The Commissioner of Labor and Industry shall determine the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any construction project.
4. Any Contractor or Subcontractor awarded a contract with the School District that has an estimated cost of more than \$2,500 and only one trade or occupation is required to complete it, or a contract with an estimated cost of more than \$25,000 and more than one trade or occupation is required to complete it, must use the Prevailing Wage Rate to pay their employees. Any Contractor or subcontractor that fails to bid by the Prevailing Wage Rate requirement of the contract shall pay to the School District as liquidated damages 5% of the contract amount. Further, the State and School District will not be liable for increased labor costs, or errors or changes to the rates or classifications, prior to the awarding contracts.

H. OSHA

All Vendors must comply with OSHA regulations where applicable to this bid in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

I. Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

J. District Policies and Procedures

The Vendor will follow the District’s policies and procedures while providing services in the school setting. District policies may be found on the District’s website.

K. Security Compliance on District Property

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting bid. This will include records of Criminal Background Screening.

L. Hold Harmless

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

M. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party to give notice as soon as possible to the other party regarding the inability to perform.

N. Duties to Mitigate

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this bid to enforce any of its terms (including all component parts of the Bid documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

O. Discrimination

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967

- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

P. Infringement on Adjoining Property

The Contract Vendor is to exercise care to ensure that infringements on adjoining property is avoided in the process of work under the contract. Any damage resulting from infringement on adjoining property must be made good immediately by the Contract Vendor responsible at the Contract Vendor's expense.

The Contract Vendor is obliged to replace, restore, or rearrange, in a manner satisfactory to the District, any components of lawns, streets, pavements, curbs, sidewalks, or boulevards such as lamp posts, poles, conduits, wires, hydrants, underground mains of other property owners, etc., which have been removed, displaced, disturbed, or interfered with as the result of work under the contract. Should the Contract Vendor cause damages to any other work or person employed in the work, the Contract Vendor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The vendor agrees to defend any suits at the Contract Vendor's expense and pay all costs arising there from without any cost to the District.

Q. Temporary Facilities

If needed, the Contract Vendor will be required to maintain its own storage area on the site. Storage space within the building will not be provided.

R. Utility Clearances

For projects involving excavation, trenching, borings, etc., the Contract Vendor is required to contact Gopher State One-Call, Inc., for location of underground telephone, electrical lines, water, sewer, or natural gas lines, and prior to digging.

S. Use of the District Facilities – Not applicable

T. Cleanup

The Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. In case of undue delay or dispute, the District may remove rubbish and materials and charge the cost to the Vendor, with such action permissible by the District Sites and Grounds Supervisor 48 hours after a written notice has been transmitted to the Vendor. Prior to final acceptance, the Vendor shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the Vendor's workers and equipment.

U. Special Controls

The building, project site, and adjoining property must be protected by the Contract Vendor from objectionable dust and wind-blown debris. In addition, necessary controls shall be provided to prevent pollution of the air by odors or particulate matter. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing building.

V. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

W. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

Y. Quality of Work

Individuals skilled in work of this type shall execute all work in a thorough, professional manner. The vendor shall make good all damages resulting from this work at no additional cost to the District.

Z. Third Party Acquisition of Company

The Contractor shall notify the District in writing should the Contractor's business or all its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

AA. Human Rights Certificate

As per Minnesota Human Rights Statute 363A.36, on contracts for goods or services in excess of \$100,000, Bidders must show prior to the award of the contract that they are a holder of a Certificate of Compliance which has not been denied. All Proposers must complete this portion of the RFB. Failure to do so will be considered grounds for rejection of such incomplete RFB.

1.08 PURCHASE ORDER AND PAYMENT PROCESS

A. Purchase Orders

All work authorized by the District for equipment and/or services is initiated by a purchase order. The Vendor shall not accept orders from the District without the benefit of a purchase order. Purchase orders will be faxed or emailed to the Vendor. All correspondence must reference the purchase order number.

B. Quantities

The quantity of merchandise delivered, or services provided shall not be greater than the amount specified on the Purchase Order unless such additional quantities are to be accepted by the District at no charge. The District shall neither be compelled to order any quantity of any item nor limited in the total quantity of any item. Orders must be filled to the District's unit of measure. The quantity of merchandise delivered shall not be greater than the amount specified on the Order unless such additional quantities are to be accepted by the District at no charge.

C. Compliance with Laws & Debarment

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

D. Returns

Should the merchandise be delivered in an unacceptable condition, the District requires the Vendor to provide a return authorization and replacement for the merchandise, in a timely manner, without additional expense to the District.

E. Warranty

Foodservice Equipment Contractor (FSEC) shall provide two (2) year parts and labor warranty, and a three (3) year limited oven door warranty, starting the actual date units are installed and put in place at the District site, in accordance with the date of acceptance by the District's representative, repairing equipment due to defective material or workmanship with new, without cost to the District. The warranty is to cover service costs for standard service calls. Service calls made outside of standard hours at the District's request are to be the responsibility of the Owner.

All refrigerated equipment shall have a one (1) year service contract to include repair without charge for materials, labor, and travel. Foodservice Equipment Contractor (FSEC) must respond to Owner's request for service within four (4) hours or less to reduce the loss of food product.

Refrigeration equipment shall include a five (5) year replacement compressor warranty. This warranty is to include the total cost of the compressor. If replacement is outside of the one (1) year warranty period, the Owner is responsible for labor costs. If the malfunction is related to an installation issue, the Foodservice Equipment Contractor (FSEC) shall be responsible for all costs. The compressor warranty shall be held by the product manufacturer. Foodservice Equipment Contractor (FSEC) to provide documentation of warranty after installation.

Custom Fabrication shall have a three (3) year limited warranty on full construction. Includes shop and site welds, breaks, fasteners, and tack welding.

F. Delivery

The cost of delivery of products is included in bid prices and delivery shall be made only as called for in the duly signed Purchase Orders. The Contract Vendor is to assume all responsibility of transport of products, including shipping schedules, freight charges, shortages, backorders, errors in quantities and/or qualities, damages in transit and any negotiations with freight carriers resulting from these discrepancies. The District will

accept no responsibility for any products ordered, until such time as the products specified are delivered, checked, and completely acceptable for use. FOB freight is contracted only with Anoka-Hennepin School District.

Delivery cost to include removal and haul away as outlined in 3.01.

G. Contract Vendor Personnel

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

H. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (j).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

I. Payment

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425). Purchasing Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

J. Progress Payments

In accordance with Minnesota Statutes 16A.1245, Contractor shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the Contract their pro-rated share of the payment for all undisputed services provided by the Subcontractors and suppliers.

If the Contractor does not pay any Subcontractor or supplier on time, the Contractor must pay interest of 1 1/2 percent per month or any part of a month. The minimum monthly interest payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due to the Subcontractor. Any Subcontractor who prevails in a civil action to collect interest from a Contractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

The Contractor may withhold as retainage from the Subcontractor progress payments an amount not to exceed 5 percent of the payment. The Contractor shall reduce or eliminate the retainage for a Subcontractor in the same manner that the Owner reduces or eliminates the retainage for the Contractor.

The enforcement of these conditions shall be the responsibility of the Subcontractor working through the Contractor and the Contractor's surety. To facilitate the resolution of any problems relating to these provisions, the Contractor shall furnish the Subcontractor with the name, address, and telephone number of the Contractor's surety within ten (10) days of the date on which the Contractor signs a Contract with the Owner.

Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

K. Non-Appropriation

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

L. Data Privacy

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

M. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, the Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

1.09 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances

where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Part 2: Specifications

1. Customer and contractor (dealer) responsible for reviewing and verifying all specifications prior to equipment ordering.
2. Bid price is to include delivery to site, uncrating, set-in-place, and start-up of new unit, and removal of all packaging materials. Deliveries must be pre-arranged with Ryan Baumann, District Maintenance Specialist, Mobile phone: 952-270-9349.
3. Installation of equipment must be done by the equipment contractor. Installation to include receiving, uncrating, inspecting for any freight damage (and filing any freight claims if necessary), assembling if required, setting in place, fastening, ensuring proper fit, plugging in, and ensuring proper operation.
4. District will be responsible for costs of: All utility service disconnections and connections including electricity, gas, water, vents, drains, and fire suppression systems per local code.
5. Vendors wishing to visit the site prior to submitting a quotation may arrange to do so by contacting Ryan Baumann, District Maintenance Specialist, Mobile phone: 952-270-9349.
6. All Pricing provided includes delivery to site, Calibration, Installation, uncrating, assembly, venting, stainless fabrication / modification, installation and start-up, and training of new unit, and removal of all packaging materials. adjustment, and demonstration of equipment by an authorized service representative upon notification that all utilities are in place. Removal of all packaging material and trash created from installation of new equipment as well as any trash or mess created from the disassembly and removal of any current equipment as specified in Part 3, 3.01.
7. Owner training to be done by dealer or factory representative at a mutually agreed upon time.
8. Sites:
 1. Coon Rapids High School, Address: 2340 Northdale Blvd., NW, Coon Rapids, MN 55433-3009
 2. Hamilton Elementary School, Address: 1374 111th Avenue, NW, Coon Rapids, MN 55433-4221
 3. Wilson Elementary School, Address: 1025 Sunny Lane, Anoka, MN 55303-1416
 4. Oak View Middle School, Address: 15400 Hanson Blvd. NW, Andover, MN 55304-2648
9. Additional Delivery and removal access:
 - a. Delivery – access is truck dock and double doors. Removal of physical obstacles such as (but not limited to) doorways, countertops, windows, and restricted entryways.
10. Products: Blodgett Zephair-200-G or Equivalent:
 - Full size double compartment bakery depth gas convection oven
 - i. Exterior dimensions: 38-1/4" (972mm) W x 36-7/8" (936mm) L.
 - ii. Exterior has stainless steel front, top, sides and legs. Full angle iron frame. Solid mineral fiber insulation at top, back, sides and bottom.

- iii. Double doors have dual pane thermal glass windows with single powder coated handle and simultaneous operation. Triple-mounted pressure lock door design with turnbuckle assembly.
- iv. Interior has double-sided porcelainized baking compartment liner (14 gauge) and accepts five 18" x 26" standard full-size bake pans in left-to-right or front-to-back positions.
- v. Five chrome-plated removable racks are included in each chamber.
- vi. Aluminized steel combustion chamber. Dual inlet blower wheel
- vii. Dual Flow Gas system combines direct and indirect heat. Electronic spark ignition control system. Removable dual tube burners. Air mixers with adjustable air shutters
- viii. Pressure regulator and manual gas service cut-off valve located in front control area. Solid state thermostat with temperature control range of 200°F (93°C) to 500°F (260°C).
- ix. Two speed fan motor. 1/2 horsepower blower motor with automatic thermal overload protection.
- x. Control area cooling fan. Removable front control panel.
- xi. Two 50-watt commercial bake oven lamps.
- xii. Draft diverter.
- xiii. Two-year parts and labor warranty.
- xiv. Three-year limited oven door warranty.

OPTIONS TO INCLUDE:

- i. 6" Casters
- ii. 48" (1219mm) quick-disconnect gas hose and restraining device
- iii. SSI-M - solid state infinite control w/manual timer
- iv. Gas manifold for stacking

GAS SUPPLY:

- i. 3/4" IPS connection at rear of oven
- ii. Manifold Pressure: Natural 3.5" W.C
- iii. Inlet Pressure: Natural 7.0" W.C. min. – 10.5" W.C. max.

MAXIMUM INPUT: Double 120,000 BTU/hr (60,000 each section)

ELECTRICAL:

- i. 115 VAC, 1 phase, 6 Amp, 60 Hz., 2-wire with ground, 1/2 H.P., 2 speed motor, 1120 and 1710 RPM

In addition to the ovens specified above, the Vendor/Dealer will be responsible for the following items, the costs of which are to be included in the quoted price:

- Bid price is to include delivery to site, uncrating, set-in-place, and start-up of new unit, and removal of all packaging materials.
- Bid price also to include removal and disposal of equipment as described in Part 3, 3.01.
- District training to be done by dealer or factory representative at a mutually agreed upon time.

District will be responsible for costs of:

- All utility service disconnections and connections including electricity, gas, water, vents, drains, and fire suppression systems per local code.

Site Visits:

- Vendors/Dealers wishing to visit the site prior to submitting a quotation may arrange to do so by contacting Ryan Baumann, District Maintenance Specialist, Mobile phone: 952-270-9349

Part 3: Bid Form

This section of the bid must not contain any erasures, corrections, or white-out. Failure to comply may result in the response being rejected.

3.01 BID PRICING

Any assumption in development of costs should be clearly documented. Vendors should note that the District is sales tax exempt.

DESCRIPTION: BLODGETT ZEPHAIRE-200-G OR EQUIVALENT	MANU. BRAND	QTY	UNIT COST
Coon Rapids HS – One (1) DBL Gas Oven, Bid will include removal of a double Montague oven and small kettle. Disconnections of current equipment will be done by the district. Delivery is available by truck delivery dock.		1	
Hamilton Elementary - One (1) DBL Gas Oven, Bid will include removal of a double Montague oven. Disconnections of current equipment will be done by the district. Delivery is available through ground level standard size doors.		1	
Wilson Elementary – One (1) DBL Gas Oven, no current equipment removal required. Delivery is available through ground level double doors.		1	
Oakview Middle School - One (1) DBL Gas Oven, no current equipment removal required. Delivery is available through ground level double doors. Delivery is available by truck delivery dock.		1	
Grand Total Cost including any shipping and work as noted above for each site.		\$	

3.02 REFERENCES

List three (3) customers with approximately the same volume as this contract including the customer's name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Attach additional sheets if necessary.

Customer Name and Address	Contact Person & Phone Number
1)	
2)	
3)	

3.03 DELIVERY

Specify expected date will be usable by District _____

Part 4: Acceptance

I, the undersigned, hereby certify that I am a duly authorized agent of _____
to submit this bid for consideration and acknowledge that all 29 pages of the Request for Bid 25013B
for CNP Full Size Double Gas Ovens, have been received and agree to the terms contained therein.

SIGNED: _____ NAME: _____
(Type or print)

TITLE: _____ VENDOR NAME: _____

ADDRESS: _____

E-MAIL: _____ PHONE: _____

ADDENDA

Receipt of the following Addenda to the bid documents and their costs being incorporated in the bid is
acknowledged:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

**A COMPLETE RESPONSE SUBMISSION
MUST INCLUDE THE FOLLOWING**

___ Bid Pricing Form (Part 3)

___ Signed Acceptance (Part 4)

___ Affidavit of Non-Collusion (Attachment A)

___ Responsible Contractor Statement Signed (Attachment B)

___ Certification of Debarment, Suspension, and Other Responsibility
Matters (Attachment C)

___ Bid Bond

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

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

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

That the contents of the Request for Bid response have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such persons prior to the official opening of the Bid; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____ Date: _____

Firm Name: _____

ATTACHMENT B - PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NAME: _____

This form must be submitted with the response to this Request for Bids. A response received without this form will be rejected.

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*
(3)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs</p>

	when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; *
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NAME: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NAME: _____

Minn. Stat. § 16C.285, Subd. 5 If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.