[INSTRUCTIONS – REMOVE ALL INSTRUCTIONS BEFORE SENDING TO VENDOR, AND FILL IN THE HEADER INFORMATION. THIS CONTRACT IS FOR USE WITH TG/ED/VO VENDORS FOR CONTRACTS FROM $5,000.01 UP TO $25,000 FOR CONSTRUCTION, LIMITED TO REPAIR AND/OR REPLACEMENT WORK ONLY, AND MUST NOT REQUIRE CONSTRUCTION DOCUMENTS TO BE PREPARED AND SIGNED BY DESIGN PROFESSIONALS (e.g. architects, engineers). IF THE SERVICES YOU SEEK ARE ALREADY ON A STATE CONTRACT, CONTACT THE OSP CONTRACT ADMINISTRATOR FOR FURTHER DIRECTION. TO HELP ENSURE THE ACCESSIBILITY OF THIS DOCUMENT, INSTEAD OF SCANNING, SAVE THIS REQUEST FOR QUOTE AS A PDF BEFORE SENDING IT TO THE VENDOR.]

# **State of Minnesota**

# **Equity Select Request for Quote -- ConSTRUCTION**

The State of Minnesota is requesting a quote for the services described below. Please read the entire document, including all terms, conditions, and specifications. Those terms, conditions, and specifications apply to any goods or services provided through this contract if your quote is accepted. No quote is accepted until a purchase order has been dispatched to the Vendor.

**Construction Project Title:**

**Project to be Completed no later than:** (date)

**Vendor’s Name and Address:**

**Vendor’s Address, line 2:**

**Name of Contact Person:**

**Contact Information: phone:  email:**

**State of Minnesota**

**Agency:**

**Name of Contact Person:**

**Contact Information: phone:  email:**

Direct all inquiries and return your quote to the Agency Contact Person.

**Quote is Due by:** (date)  (time) Central Time.

**Base Price: $ .**  This price includes any applicable State or Federal sales, excise or use tax on all materials, supplies, and equipment that are to be utilized on this project.

**Additional Terms of Agreement:**

1. If your quote is accepted, the following documents apply and are incorporated by reference
   1. Equity Select Terms and Conditions, which is available at [www.mmd.admin.state.mn.us/pdf/EquitySelectT&C.pdf](http://www.mmd.admin.state.mn.us/pdf/EquitySelectT&C.pdf).
   2. Attachment A – Equity Select Construction Terms and Conditions;
   3. Attachment B – Project-Specific Terms; and
   4. Any specifications Vendor received with this Request for Quote.
2. This Request for Quote must contain the signature of an authorized agent empowered to bind the Vendor in a contract.
3. By signing this quote, Vendor acknowledges being familiar with the local conditions affecting the cost of the work and with the contract documents, and hereby proposes to furnish all labor, materials and equipment necessary for completion of the work.
4. Your quote must be submitted on this form unless otherwise directed in this Request for Quote. If you decline to provide a quote, please indicate your reason when you respond.
5. Your quote will be considered to be in strict compliance with the specifications and the Vendor will be held responsible unless the Vendor clearly indicates in the Quote any deviation from the specifications and such deviations are accepted by the state in writing. The State is under no obligation to accept proposed deviations.
6. Quotes provided in response to this Request for Quote shall become an irrevocable offer for 60 days following the submission of your quote. Your quote may be withdrawn prior to the due date/time listed above.
7. The Base Price you entered above must be in United States currency.
8. The State reserves the right without limitation to cancel this Request for Quote at any time before a Purchase Order has been dispatched to the Vendor.

| **MUST BE COMPLETED BY VENDOR**  Prompt Payment Terms (if available):  % 30;  % 15/Net 30;  % 10/Net 30;  Other (specify):  Vendor’s Quotation Reference Number, if any: SWIFT Vendor Number:  Vendor Contact Person: Phone: Fax:  Company Name (type or print):  Mailing Address (if different than above):  Authorized Signature: Date:  Name and Title (type or print):  Building Construction Contractor Registration No.:  Or  License No.: and Type of License: |
| --- |

# **ATTACHMENT A -- EQUITY SELECT CONSTRUCTION TERMS AND CONDITIONS**

If your bid is accepted, the following terms are incorporated into the contract   
in addition to any other terms that are attached or incorporated:

**1** Prior to final payment, the Contractor and its Subcontractors shall deliver an IC 134 – Withholding Affidavit for Contractor to the State agency along with the request for final payment/invoice. To print a copy of the IC-134 Form, or to file online, go to: <http://www.revenue.state.mn.us/businesses/withholding/Pages/File-and-Pay.aspx>. The MN Department of Revenue must approve and sign the paper form prior to submitting to the state agency for project payment. After filing online, the Contractor must provide the paying agency a printed copy confirming approval from the MN Department of Revenue.

**2 Change Orders**

The State may require or the Contractor may make a written request (describing the nature of the proposed change) for certain changes in the scope of work. Change Orders must not bring the total project cost to more than $25,000.00. Change Orders will only be considered if they are based on materially different work conditions that could not have been expected from available information at the time the Contract was issued. If the project completion date must be extended it will be done by a Change Order. The Contractor can only proceed with work beyond what is authorized in the Contract, if the State has approved the change and a Change Order is issued.

**3 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/>

**4 Interruption of Services**

The Contractor shall not interrupt, cut, or alter in any way any of the existing services and utilities of the State without the express written notice and permission of the State. If the Contractor must interrupt electrical, mechanical, or telephone service, they shall notify the State of such need at least seven (7) days prior to altering such service and shall receive written permission to conduct such alteration before commencing such work.

**5 Warranty**

The Contractor 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 Contractor shall repair or replace defective materials that fail within the warranty period. The warranty period shall not commence until final acceptance by State.

**6 Building Construction Contractor Registration**

Per Minn. Stat. § 326B.701, unless exempt, any Person, as defined by Minn. Stat. § 181.723, subd. 1(a), who performs public or private construction services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award. For additional information, and to register, go to [www.dli.mn.gov/register or call 651.284.5074](http://www.dli.mn.gov/register%20or%20call%20651.284.5074).

**7 Prevailing Wage Requirements**

[IF THIS IS A MNDOT PROJECT – DELETE ALL OF THIS TERM #7 AND REPLACE WITH MNDOT BUILDING CONSTRUCTION PREVAILING WAGE PROJECT INSTRUCTIONS. IF PREVAILING WAGE DOES NOT APPLY TO THIS CONTRACT BASED ON THE THRESHOLDS LISTED BELOW, DELETE ALL OF THIS TERM #7. REMOVE THESE INSTRUCTIONS BEFORE SENDING TO THE VENDOR.]

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 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.

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.

The Contractor and Subcontractor shall furnish to the Contracting Authority all payrolls, of all workers on the project, via E-mail as attachments, to the appropriate E-mail addresses provided on the purchase order. If an email address is not included on the purchase order, contact the Contracting Authority to obtain the appropriate email address.

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 Materials Management Division (MMD) website at [www.mmd.admin.state.mn.us/mn02000.htm](http://www.mmd.admin.state.mn.us/mn02000.htm). 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 web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/ls/FaqPrevWage.asp>. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

**8 Contractor Jobs Reporting**

[IF THE WORK TO BE PERFORMED UNDER THIS CONTRACT IS NOT FUNDED BY STATE BOND FUNDS OR GENERAL FUND-FINANCED PROJECTS INCLUDED IN CAPITAL INVESTMENT BILLS, DELETE ALL OF THIS TERM #8. REMOVE THESE INSTRUCTIONS BEFORE SENDING TO THE VENDOR.]

The Contractor is hereby advised that this project is funded all or in part by state bond funds or general fund-financed projects included in capital investment bills and subject to the reporting requirements of Minn. Stat. § 16A.633, subd. 4.

Jobs Reporting form and requirements/instructions are located at: <http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/> (scroll to “Construction Contract Forms”, click on “Jobs Reporting Form and Instructions”). Contractor should use the most current form available at this location when submitting completed Jobs Reporting forms at time of project completion.

The Contractor must incorporate these reporting requirements into its contracts with its subcontractors, and should impose deadlines on reporting by subcontractors so that contractors can meet the deadlines for reporting to [Agency] set forth in the Jobs Reporting Instructions.

**9 Insurance Requirements**

The Contractor shall comply with the following Equity Select Construction Insurance Requirements:

**EQUITY SELECT CONSTRUCTION INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this Contract until it has obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contractor shall maintain such insurance in force and effect throughout the term of the Contract. The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance. The State reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements.

The 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.

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. 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.

The Contractor’s Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers’ Compensation Insurance:**

Unless Minn. Stat. § 176.041 exempts Contractor from Worker’s Compensation insurance, Contractor must provide statutory 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.

2. **Automobile Liability Insurance** (applicable ONLY if the contractor, contractor’s employees or subcontractors will be using owned, hired or non-owned vehicles to conduct business on behalf of the state or they will be driving on state property)**:**

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

B. Coverages must include: Owned Automobile, Non-owned Automobile, Hired Automobile and a Waiver of Subrogation in Favor of the State of Minnesota.

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

A. Minimum Limits of Liability:

* $2,000,000 - Per Occurrence
* $2,000,000 - Annual Aggregate
* $2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X Waiver of Subrogation in Favor of the State of Minnesota

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

# **ATTACHMENT B -- PROJECT-SPECIFIC TERMS**

REMOVE THE FOLLOWING INSTRUCTIONS BEFORE SENDING TO VENDOR:

[Attach Commercial wage rates, Highway/Heavy wage rates, or Residential rates within this Attachment B. The Department of Labor and Industry defines the Rate Types at this web address: <http://www.doli.state.mn.us/LS/PrevWageDef.asp>

Commercial. Commercial Wage rates apply to work that is on or attaches to a structure (including Group Homes). Print rate lists from this web address:

<http://www.dli.mn.gov/LS/PrevWageComm.asp>

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 from this web address: <http://www.dli.mn.gov/LS/PrevWageHwyH.asp>.

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 only used in rare occasions.

If you need more information contact the Department of Labor and Industry at [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us) or 651.284.5091.]