**INSTRUCTIONS TO BIDDERS**

*[INSTRUCTIONS FOR PREPARING THIS FORM FOR INCLUSION IN THE PROJECT MANUAL ARE IN ITALICS AND BRACKETS. PLEASE COMPLETE FIELDS AND DELETE ALL INSTRUCTIONS INCLUDING BRACKETS]*

**NOTICE:**

*In order to work with our campus, your firm must be register as a vendor through the State of Minnesota’s Statewide Integrated Financial Tools (SWIFT). For information on how to register, go to* [*https://mn.gov/mmb/accounting/swift/vendor-resources/*](https://mn.gov/mmb/accounting/swift/vendor-resources/)

*Registration must be completed prior to award of a contract.*

1. **COMPLETING BID FORM 004115**
2. **SUBMITTED BY:** Insert legal name of firm submitting bid.
3. **BID CHECKLIST:** Before submitting bid, check off each required attachment. Failure to submit the required attachments may result in reject of your bid.
4. **EXAMINATION OF SITE AND DOCUMENTS:** Bidders shall examine all documents, shall visit the site and record their own investigations, and shall inform themselves of all conditions under which the Work is to be performed at the site of the Work, the structure of the ground, the obstacles which may be encountered, all of the conditions of the documents, including superintendence of the Work, requirements of temporary facilities, time of completion, furnishing submittals and a list of Subcontractors, and all other relevant matters which may affect the Work or the bidding. The Bidder shall base the bid on materials complying with the Bidding Documents, Drawings and Specifications, and shall list all information where the Bid Form requires.
5. **STATE EXCISE AND USE TAX:** In submitting the bid, the Bidder is understood to have included in the bid price any and all local, State or Federal sales, excise, or use taxes on all materials, supplies, and equipment that are to be utilized on this Project.
6. **INTERPRETATIONS AND CHANGES BY ADDENDA:** See Section 00 41 1X, Bid Form, paragraph (1). If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, Drawings and Specifications, they may submit a written request to the Architect for an interpretation of that part. Any interpretation or change will be made only by Addenda numbered and dated and a notification will be issued to all plan holders. The Owner or Architect will not be responsible for any other explanations or interpretations of the Bidding Documents.
7. **ADDENDA ACKNOWLEDGEMENT:** All Addenda shall become part of this bid and the Contract. As acknowledgement of this requirement, the Bidder shall insert the numbers of all Addenda included in this bid in the space provided in paragraph (1) on the first page of this Bid Form. Failure to list all Addenda issued may be cause for rejection
8. **PREPARATION OF BID FOR CONTRACT WORK - BASE BID AND ALTERNATES**: See Section 00 41 1X, Bid Form, paragraphs (1) A. and B. The Base Bid is for the total scope of Work as described in the Contract Documents. The Bidder shall submit their bids on the Bid Form furnished. If the Bid Form includes Deduct Alternates in paragraph (1) B., Bidders shall provide a price for each Alternate. The Bidder shall enter the bid and any alternate amounts in both written format and numerically. Deduct alternates will be taken in the order shown on the Bid Form.
9. **ALLOWANCES:** If the Bid Form, Section 00 41 13 includes an Allowance in paragraph (1), C., the Bidder shall include that amount in their Base Bid.
10. **UNIT PRICES: (if applicable)** See Section 00 41 13, Bid Form, paragraph (1), D. The Bidder shall provide any Unit Price costs as described on the Bid Form.
11. **QUALIFIED BID:** The Bidder shall not stipulate any condition in the bid not contained in the Bidding Documents, Drawings, Specifications or other documents submitted for bid. Failure to comply may be cause for rejection.
12. **PREPARATION OF BID FOR CONTRACT WORK:** The blank spaces on the Bid Form shall be filled in correctly with ink or typewritten. A Bid Form containing an alteration or erasure of any item or price contained in the bid which is used to determine the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alterations or erasure. In addition, the person signing the bid must initial the correction in ink. In the event that any price used in determining the lowest responsible bid is in discrepancy, the written representation shall take precedence. Failure to comply may be cause for rejection.
13. **DELIVERY OF BID:** Each bid and all papers bound and attached to the bid, together with the bid security, shall be placed in an envelope and securely sealed therein. The envelope shall be marked to indicate the following:

1. Name and address of the Bidder.

2. Name of the Project and location.

The envelope shall be addressed and delivered to:

**[Insert Name of Bid Recipient]**

**[Insert Name of College/University]**

**[Insert Campus Name, if applicable]**

**[Insert Name of Building and Room # where bids are to be delivered]**

**[Insert Street address where bids are to be delivered]**

**[Insert City, Minnesota, Zip]**

Bidders shall be responsible to make sure bids are delivered on or before the due date and before the specified time set on the RFB form. The Owner will not be responsible for bids arriving by mail, express delivery or other delivery that are delivered to the designated location after the time designated for the bid opening. Bids delivered after the time designated for the bid opening shall be returned unopened. Oral, telephone, facsimile, or electronic mail bids will not be accepted.

1. **CONSIDERATION OF BID:** In submitting this bid it is understood that the Owner reserves the right to reject any and all bids. For the purpose of determining the lowest responsive bid in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the Bid Form and as they may consider in the best interests of the Owner.

**N BID WITHDRAWL:** It is agreed that the Bidder will honor the bid amount and cannot be withdrawn until after the number of calendar days as stated on the Bid Form, Section 00 41 1X, in paragraph E.

1. **SUBMITTALS:**

Submit all required Documents and Attachments as applicable to the Project.

*[IF ESTIMATED CONSTRUCTION COST <$50K, DELETE THE FOLLOWING PARAGRAPH AND RENUMBER THE PARAGRAPHS 3 - 5.]*

1. **BID FORM ATTACHMENT A - RESPONSIBLE CONTRACTOR**

### If your bid for the Work is over $50,000, See Section 00 45 13, Attachment A: Responsible Contractor Verification and Certification of Compliance. The Prime Contractor Bidder must submit Attachment A with their response to this solicitation.

### The apparent successful Prime Contractor, following receipt of a Contract Award Letter, shall submit to the Owner, Attachment A-1: First-Tier Subcontractors List (See Section 00 43 35), prior to and as a precedent to the execution of a construction contract, naming all first tier Subcontractors that they intend to retain for work on the Project.

### After execution of the contract, if the Prime Contractor or any Subcontractor retains additional Subcontractors for the Project, the Prime Contractor or Subcontractors shall obtain verification of compliance from each additional Subcontractor with which it has a direct contractual relationship and shall submit to the Owner a supplemental verification, Attachment A-2: Additional Subcontractors List (See Section 00 43 36), which verifies the Subcontractors have certified they are in compliance, immediately upon retaining the additional Subcontractors. No tier of Subcontractor shall begin work on the Project until this form has been submitted to the Owner. Upon request from the Owner, the Prime Contractor shall submit copies of the signed certifications of compliance from all Subcontractors of any tier.

Minnesota Statutes 2014, section 16C.285, subdivision 7: “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”. “a false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor or motor carrier that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract awarded to a prime contractor or subcontractor or motor carrier that submits a false statement.

1. **MINNESOTA STATE PREFERENCE:**

#### PREFERENCE for Targeted Group (TG) Contractors. Eligible certified targeted group (TG) Bidders will receive a six percent (6%) preference as a basis of award. Preference will only be allowed if the Bidder is certified prior to the response date and submits evidence of certification with one of Minnesota State’s recognized certifying agencies. If you check the “**Yes**” for TG preference, also upload a copy of your firm’s certification from one of Minnesota State’s recognized certifying agencies.

1. **Minnesota State Veteran-Owned Preference Form**

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

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

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

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

1. **MISCELLANEOUS REQUIREMENTS**

Provide any required submittals per the Project Specifications (if applicable).

1. **DEPARTMENT OF LABOR AND INDUSTRY (DLI) REGISTRATION**

Building construction Contractors and Subcontractors, including independent contractors and business entities, shall be registered with the Department of Labor and Industry (DLI) per Minnesota Statute 181.723. Registration is completed on line at [www.dli.mn.gov/register](http://www.dli.mn.gov/register). General Contractors shall verify that both their company and all of their proposed Subcontractors are registered on the searchable DLI web site, <http://www.dli.mn.gov/ccld/register.asp> prior to submitting their bid.

To clarify, this new requirement does not require a Contractor to be licensed unless their specific trade requires licensing. This new requirement only requires that Contractors be registered with DLI. Questions can be addressed by DLI at 651.284.5074 or email at [dli.register@state.mn.us](mailto:dli.register@state.mn.us).

### LABOR STANDARDS AND WAGES

This Project is subject to Minnesota Labor Standards and Wages requirements of Minnesota Statutes Chapter 177.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this Project 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.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry (DLI)  
Prevailing Wage unit  
443 Lafayette Road North  
St. Paul, MN  55155  
Phone:  (651) 284-5091  
E-mail:  [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)  
Web:  [www.dli.mn.gov](http://www.dli.mn.gov)

The Bidder shall review Specifications Section 00 73 46, Prevailing Wage Rate Requirements, to determine the applicable prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay that are applicable to this Project contract.

### ADMINISTRATIVE REQUIREMENTS

The Contractor shall use the Minnesota State internet-based Enterprise Project Management System (EPMS) in the administration of this Project. The functionality of this software may include, but is not limited to, the processing of : a) contract modifications, including Requests For Information (RFI’s), Proposal Requests (PR’s), Construction Change Directives (CCD’S), and Change Orders (CO’s), b) financial correspondence, including Applications for Payment, c) submittals, including construction schedules, product data, shop drawings, samples, and d) other Project related information.

Minnesota State will provide the Contractor with access to the software and initial training for the selected Contractor’s designated Project representative(s) at no cost to the Contractor. Except for electronic access and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of EPMS by the Contractor.

*[IF THIS PROJECT IS NOT FUNDED IN WHOLE OR IN PART BY STATE BOND FUNDS, REMOVE THIS JOBS REPORTING PARAGRAPH BELOW AND SECTION 00 73 73.]*

1. **CONTRACT**

The successful Bidder, if awarded the Project, shall sign a formal Standard Short Form of Agreement Between Owner and Contractor AIA Document A105-2017 as amended by the owner, provide Attachment A-1 First-Tier Subcontractors List (if applicable) and the required Certificates of Insurance in conformance with the requirements of the Contract for Construction. However, no such Agreement shall be in force and effect until it is executed by all parties and the full amount of the Agreement liability of the Owner has been encumbered by Minnesota State Colleges and Universities and insurance certification have been approved. Within ten (10) calendar days of receiving the Owner-Contractor Agreement, the Contractor shall execute the Agreement and return it to the Owner; failure to return the Agreement within ten (10) calendar days may result in the rescinding of the **Contract award.**

*[IF NOT REQUIRED BY OWNER, DELETE THE FOLLOWING PARAGRAPH]*

1. **PERFORMANCE AND PAYMENT BONDS**

If requested by the Owner, the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond (individually a "Bond", collectively the "Bonds") to the Owner.

1. **BID CERTIFICATION**
2. **COMPANY NAME**

The Bidder shall provide their company’s legal name.

1. **STATE OF INCORPORATION**

If Bidder is a corporation, list state of incorporation.

1. **NAMES OF PARTNERS**

Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid. See Section 00 41 13, Bid Form, Bid Certification. If Bidder is a partnership, list the full names of the partners.

1. **COMPANY ADDRESS:**

Provide the Company’s Official address **(NO PO BOX NUMBERS)**.

1. **CONTACT INFORMATION:**

Provide the Company’s Telephone and E-Mail address.

**END OF SECTION**