



ANOKA-HENNEPIN
SCHOOLS
A future without limit

Request for Bids

#25044B

CNP Rotating Rack Gas Ovens

Due by:
Tuesday, April 22, 2025
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 #25044B - CNP Rotating Rack Gas Ovens

Bids due by 2:00 p.m. Local Time (LT) on Tuesday, April 22, 2025

By order of the School Board of Anoka-Hennepin Independent School District #11, sealed Bids for **CNP Rotating Rack Gas Ovens** will be received in accordance with the specifications prepared by the Anoka-Hennepin Independent School District #11 until 2:00 p.m. LT, on Tuesday, April 22, 2025, 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, April 3, 2025. Closing date for vendor questions is Monday, April 14, 2025, by 4:00 p.m. LT, Responses to Vendor questions issued by Tuesday, April 15, by 4:00 p.m. LT. Bid opening is Tuesday, April 22, 2025, 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 **#25044B – CNP Rotating Rack 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, April 3, and April 10, 2025.
To be published in ECM Publisher on Friday, April 4, and April 11, 2025.

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 Tuesday, April 22, 2025, for the CNP Rotating Rack 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 25044B - CNP Rotating Rack Gas Ovens at one (1) site(s) at Coon Rapids High 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
25044B - CNP Rotating Rack Gas Ovens
Attn: Tiffany Audette, CPPB / Purchasing
Bid Enclosed – Do Not Open until at 2:00 p.m. LT on Tuesday, April 22, 2025.

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:

25044B - CNP Rotating Rack Gas Ovens
Google Meet joining information.
Meeting ID meet.google.com/jur-jqvi-vrg
Phone Numbers
(US)+1 732-630-8154
PIN: 745 492 755#

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 #25044B Released	Thursday, April 3, 2025
Questions due from Vendors	Monday, April 14, 2025, by 4:00 p.m. LT
Addendum due to Vendors	Tuesday, April 15, by 4:00 p.m. LT
Bid Opening (Virtual)	Tuesday, April 22, 2025, at 2:00 p.m. LT

L. Bid Security

A bid security in the form of a bond, certified check, or cashier’s check equal to five percent (5%) of the total proposed amount, made payable without recourse to the District, must be submitted with the bid. No other form of security will be accepted. The bid security in the form of a bond, certified check, or cashier’s check will be returned to all but the successful vendor within 10 days after the bid is awarded by the Board of Education of 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 by **4:00 p.m. local time on Monday, April 14, 2025**. 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 **by 4:00 p.m. local time on Tuesday, April 15, 2025.**

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.

District reserves the right to decline any alternate not deemed equal to the specification, based on manufacturing quality, options and features. District reserves the right to decline any alternate based on district's past and present experiences, and district's intended use and maintenance.

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 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 Period

The initial Contract period will commence upon award and receipt of signed contract.

Work may begin June 9, 2025, continue through August 2, 2025. Working Hours at site are between 7:00 a.m. to 3:30 p.m. Monday through Friday.

B. 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.

C. Escalation Clause – Not Applicable

D. Contract Review – Not Applicable

E. Contract Renewal – Not Applicable

F. 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.

G. 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 cancellation of the contract.

H. 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.

I. Vendor Financial Stability

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

J. 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.

The insurance required shall be written for not less than the following, or greater if required by law:

1. Workmen's Compensation:
 - a) State: Statutory
 - b) Voluntary Compensation (by exempt entities): Same as State Worker's Compensation
 - c) Employer's Liability:
\$500,000 Each Occurrence
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee
 - f) Benefits required by union labor contracts: As Applicable

2. General Liability (including Premises/Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a) Bodily Injury and Property Damage (combined single limit)
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 - b) Products and Completed Operations to be maintained for a minimum of 2 years after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
 - c) Property Damage Liability shall include coverage for the following hazards:
X (Explosion)
C (Collapse)
U (Underground)
 - d) Contractual Liability (Hold Harmless Coverage)
Bodily Injury and Property Damage (Combined Single Limit)
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
 - e) Personal Injury (with Employment Exclusion deleted, if applicable):
\$1,000,000 Each Occurrence

3. Umbrella Excess Liability:
\$2,000,000 over primary insurance to include auto, workers compensation, employees' liability and the General Liability policies.

4. Automobile Liability (owned, non-owned, hired):
Bodily Injury and Property Damage (combined single limit)
\$1,000,000 Each Occurrence

NOTE: The state of Minnesota has a no-fault automobile insurance requirement. The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

The Contractor shall furnish one copy of each Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by the Contract Documents. The Contractor shall furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence the work until he has obtained the required insurance, and such insurance has been approved by the Architect in writing. The Contractor shall submit Certificates of Insurance to the Owner for the review and approval.

The Contractor shall name the Owner and their agents and employees as Additional Insured on a primary basis on the Contractor's Comprehensive or Commercial General Liability, commercial auto, discontinued products, completed operations and umbrella/excess liability policies. These policies shall be endorsed to include these parties as additional insured and shall be indicated as such on the Certificate of Insurance. Being named as certificate holder only will not fulfill this requirement.

Subcontractors Insurance: Contractors shall secure and maintain Certificates of Insurance from subcontractors.

PROPERTY INSURANCE

The Contractor shall purchase and maintain, in a company or companies lawfully authorize to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the Contract Sum, plus value of subsequent Contract modification, and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

The Contractor shall include the Owner, Architect, Subcontractors and Sub-subcontractors as additional insureds on the property insurance required and shall furnish to the Owner and Architect one copy of the Certificates of Insurance which shall specifically set forth evidence of coverage. If the Owner is damaged by the failure of the Contractor to procure or maintain such insurance, then the Contractor shall be liable for all damages, injury, costs and expenses, including attorneys' fees, arising out of or resulting from the Contractor's failure to procure or maintain such insurance.

Before an exposure to loss may occur, the Contractor shall file with the Owner 2 certified copies of the policy or policies providing property insurance required, with all definitions, terms, exclusions and endorsements related to the Project and other insured areas. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire, and that its limits will not be reduced, until at least 60 days prior written notice has been provided to the Owner.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT

The bonds stipulated by the paragraph shall be a 100% Performance and 100% Labor and Material Bond and paid for by the Contractor for the full amount of the contract. The bonds shall comply with all applicable laws, rules, regulations and industry standards. Bonds must be accompanied by a Power of Attorney, and the signatures of principal and attorney-in-fact must both be notarized. The bonds are to be delivered with the executed Agreement.

The contractor shall deliver the required bonds to the Owner not later than 3 days following the date the agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

The contractor shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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 this Contract is being financed in part or in total with state funds, it must be compliant with 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. Any wage determinations which are found not to be so promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade in question. Additional classifications may develop between certifications by the Minnesota Department of Labor and Industry. Therefore, no inferences may be drawn from the omission of a classification which has local usage.
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. If an employer pays less than the prevailing wage, the Minnesota Department of Labor and Industry (DLI) requires the employer to pay back-wages to the worker to make up the difference. DLI can also require the employer to pay penalties for failure to comply with the prevailing wage law. Further, the State and School District will not be liable for increased labor costs, or errors or changes to the rates or classifications.
5. Contractor is solely responsible for enforcement of compliance with Wage Rate Determination Schedule for persons employed directly by Contractor and persons in the employ of its Subcontractors, including settlement of claims made by persons found to have received wages lower than rate classification included in said schedule.
6. Contractors and subcontractors must furnish completed prevailing wage certified payroll information to the following email address: buildingsandgrounds@ahschools.us and to Architect. Include Contractors’ or Subcontractors’ firm name and contract number or Purchase Order number on email subject line. This form must be furnished not more than 14 days after the end of each pay period, and with submittal of a Request for Payment for the following time period. The payrolls must contain all the data required by section 177.30. The contracting authority may examine all records relating to wages paid laborers or mechanics on work to which sections 177.41 to 177.44 apply Prevailing Wage Payroll Information form is found at <http://workplace.doli.state.mn.us/>.

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.

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 and Installation

The cost of delivery and Installation 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.

The Purchase Order Number must appear on all package shipping labels. Items delivered in packages, cartons or crates are accepted only with the guarantee that upon the removal from such packaging they are found to be in first class condition, without any defect, or they must be removed and replaced without additional charge to the District. Cartons not marked may be refused upon arrival or may be returned at the Contract Vendor's expense. Drivers must assist in unloading or a delivery may be refused.

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.

1.10 RETAINAGE

Consistent with Mn Statute 337.10, the following applies to retainage at Substantial Completion:

1. The Owner will release all retainage no later than 60 days after substantial completion, subject to the terms of this subdivision. If the Owner reduces the amount of retainage, the Contractor must reduce retainage for any Subcontractors at the same rate.
2. The Contractor must pay all remaining retainage to its Subcontractors no later than ten days after receiving payment of retainage unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.
3. Upon written request of a subcontractor, the Owner shall notify the Subcontractor of a progress payment, retainage payment, or final payment made to the Contractor.
4. After substantial completion, an Owner may withhold no more than:
 - a) 250 percent of the cost to correct or complete work known at the time of Substantial Completion; and
 - b) one percent of the value of the contract or \$500, whichever is greater, pending completion and submission of all final paperwork by the Contractor or Subcontractor. For purposes of this subdivision, "final paperwork" means documents required to fulfill contractual obligations, including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, and the withholding exemption certificate required by section 270C.66.

If the Owner withholds payment under this paragraph, the Owner must promptly provide a written statement detailing the amount and basis of withholding to the contractor. The Owner and contractor must provide a copy of this statement to any subcontractor that requests it. Any amounts withheld under clause (1) must be paid within 60 days after completion of the work. Any amounts withheld under clause (2) must be paid within 60 days after submission of all final paperwork.

5. Withholding retainage for warranty work is prohibited. This provision does not waive any rights for warranty claims.
6. For a project funded with federal or state aid, the Owner is not required to pay that portion of the contract funded by federal or state aid until the federal or state aid payments have been received.
7. Nothing in this section requires payment for a portion of a contract that is not complete or for which an invoice has not been submitted.

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. Site(s): Coon Rapids High School, Address: 2340 Northdale Blvd., NW, Coon Rapids, MN 55433-3009
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: Baxter Manufacturing Model OV500G1EE or Equivalent:
Rotating Rack gas oven
 - Dimensions: 104.5(h) x 55(w) x 83.5(d) Rotating Rack Oven, gas
 - Curved front, holds (1) single rack
 - Programmable digital controls
 - Auto rack lift
 - Advanced Controls with 4-stage bake & 99 programmable menus
 - Self-contained steam system
 - Three pane field reversible glass door
 - Stainless steel construction
 - Fully fire sealed hood
 - Flush floor
 - Single vent
 - 180,000 BTU, cULus, UL EPH Classified, ENERGY STAR®

- One-year parts and labor warranty with additional 9 years for heat exchanger tubes, standard
- Model HTS0N1 Natural gas burner, standard
- 208-240v/60/3-ph, 4.2-4.4 amps, heating circuit, also requires 120v/60/1ph control circuit (USA)
- Model LFT00B "B" style lift, standard
- Model BACYES Manual backup control
- Model PRN0NO No prison package, standard
- Model SHPAYD Oven body shipped assembled, for single rack units (56" clear doorway required), standard
- 3 Cooking Racks to be included in the bid.

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 bid price:

- Delivery – access is truck dock and double doors.
- Removal of physical obstacles such as (but not limited to) doorways, countertops, windows and restricted entryways.
- Installation, uncrating, assembly, venting, stainless fabrication / modification, installation and start-up, and training of new unit, and removal of all packaging materials.
- Calibration, adjustment and demonstration of equipment by an authorized service representative upon notification that all utilities are in place.

Disassembly and removal of current 'Lucks' double rack oven and proofer.

Removal of all packaging material and trash created from installation or disassembly of current oven.

ELECTRICAL VOLTS CYCLE PHASE CONN AFF NEMA AMPS KW HP MCA MOCP 1
 208-240 60 3 4.2-4.4 2 120 60 1 GAS STEAM SIZE MBTU KW CONN INLET SIZE RETURN
 SIZE LB/HR PSIG (MIN) PSIG (MAX) 1 1" 180.0 1 WATER WASTE HOT SIZE HOT AFF HOT
 GPH COLD SIZE COLD AFF FILTERED SIZE FILTERED AFF CONDENSER INLET SIZE
 CONDENSER OUTLET SIZE INDIRECT SIZE DIRECT SIZE 1 1/2" 1 1/2" PLUMBING 1
 REMARKS front or rear drain

District (Owner) 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

Delivery:

- Deliveries are to be made to the listed above.
- All costs of delivery to the site are to be included in the price quoted above.
- Deliveries must be pre-arranged with Ryan Baumann, District Maintenance Specialist, Mobile phone: 952-270-9349

Equipment and Install/work may commence on June 9, 2025, and completed no later than August 8, 2025.

11. Scope of Work

- A. The Foodservice Equipment Contractor (FSEC) shall provide the labor, equipment, and materials specified in this Section in a timely manner consistent with the construction schedule. The FSEC shall procure, fabricate, store, deliver, unload, uncrate, assemble, set-in-place, level, and ready equipment for utility connections.
1. The work in this Section shall be under a separate sub-contract or a prime contract by a single qualified FSEC who shall report to the Prime Contractor and/or Owner's Representative and coordinate with other subcontractors for this project.
 2. The FSEC shall submit written notification of any manufacturer or construction-related issues that are causing a delay in the equipment delivery and/or installation.
 3. All specified equipment shall be installed according to the Manufacturer's written instructions, original design, and applicable codes. The FSEC shall remove all installation debris and protective coverings from all finished surfaces. Wash, clean and polish all equipment, glass, plastic, hardware, accessories, fixtures, and fittings prior to the inspection and acceptance of the work for this section. Remove all factory applied film and adhesive residue before start-up.
 4. The FSEC shall provide a Project Manager as the primary point of contact to the Prime Contractor, Architect, and Owner's Representative for coordination and responding to questions pertaining to the foodservice equipment Scope of Work.
 5. Tests, permits, and inspections required by the Authority Having Jurisdiction (AHJs) and directly related to the construction and installation of the specified foodservice equipment shall be secured and paid for by the FSEC unless otherwise specified in this Section.
 6. The FSEC shall provide start-ups and demonstrations for all new Fabricated Equipment and serialized equipment specified in this Section.
 7. The FSEC shall provide warranties for all new foodservice equipment specified in this Section.
 8. The FSEC shall perform all operations in connection with the execution of the Work as represented in the plans and specifications including that which is reasonably inferred. The foodservice equipment bid drawings and specifications complement each other. Therefore, neither is complete without the other.
 9. The FSEC shall request written clarification when the drawings and specifications contain conflicting requirements. The FSEC shall provide the better quality or greater quantity of work or material. Costs incurred by failure to clarify conflicting requirements are the responsibility of the FSEC.
 - a. Where model numbers, quantities, sizes, or gauges of material differ on plans and specifications, it shall be understood that the FSEC shall figure the larger quantities, larger size, and/or heavier gauge unless advised otherwise in writing.
 - b. Where an item, accessory, or option is required for a piece of equipment that is shown on the plans or elevations it shall be deemed to be provided by the FSEC even if it is not listed in the item specifications.
 - c. Where all or part of an item, accessory, or option is referred to in the singular number, it is intended that such reference shall apply to as many such items, accessories, or options as necessary to complete the installation.
 10. The Owner reserves the right to accept the manufacturer's replacement or equipment from a manufacturer specified as equal when equipment specified is no longer available. The Owner reserves the right to reject equipment when a specified manufacturer is sold, when sale is pending, when filing for Chapter 7 or 11 status, and receive equipment from a specified equal manufacturer.

12. Related Scopes of Work included in this Section:

- A. The general conditions and all applicable supplementary conditions including drawings, specifications, addendums, instruction to bidders, Division 00, and Division 01 shall apply to the Foodservice Equipment Contractor in providing all items, equipment, submittals, materials, transportation, installation, operation is, along with methods listed, mentioned, referenced, or reasonably inferred to the work in this Section.
- B. The FSEC shall coordinate and verify all items provided in this Section with all drawings, specifications, manufacturer's requirements, actual site conditions, building elements, and other equipment to ensure that there are no discrepancies or conflicts. This shall include but not limited to verification of quantities, dimensions, clearances, direction of operation, door swings, utilities, fabrication details, and required methods of installation for the Prime Contractor, Owner's Representative, and Subcontractors.
- C. The FSEC shall coordinate mechanical and electrical rough-in services, manufactured equipment and fabricated equipment construction, ceiling heights, recessed floors, sleeves, wall openings, refrigeration lines, service access, existing building conditions that affect equipment, and all other building conditions required to accommodate the specified equipment including new, existing, Owner furnished and future equipment with other trades. Cut holes in equipment to accommodate pipes, drains, electrical conduit and outlets as required.
- D. The FSEC shall coordinate temporary building openings required for equipment too large to be moved through the permanent building openings.
- E. The FSEC shall coordinate existing/relocated, Owner furnished, and other Vendor furnished foodservice equipment as specified in this Section.
- F. The FSEC shall provide necessary filler and trim panels and seal all vertical and horizontal edges of equipment adjacent to walls, ceilings and/or adjacent other equipment. All sealants shall be NSF and FDA approved for the application and shall not exceed a 3/8" bead width.
- G. The foodservice equipment Bid Drawings shall not be used as construction documents or shop drawings. The foodservice equipment Bid Drawings and specifications complement each other. Therefore, neither is complete without the other. The bid drawings are for reference, assistance, and guidance only. The drawings indicated the preferred final location of equipment. The exact final location will be dictated by the building conditions.
- H. The FSEC shall provide a licensed Refrigeration Contractor to install the specified remote refrigeration systems. Provide all refrigeration piping, valves, racks, insulation, pipe racking, refrigerants, and other required accessories (excluding curbs which shall be furnished by the Prime Contractor) to provide functional remote refrigeration system(s).
 - i. The FSEC shall coordinate the sizes and locations of wall penetrations and sleeves with the Prime Contractor or Owner's Representative.
 - ii. FSEC shall coordinate the sizes and locations of the roof top compressor curbs, roof rails, and pitch pockets required for the roof top walk-in compressors specified in this Section with the Prime Contractor or Owner's Representative.

13. Related Scopes of Work Excluded from this Section:

1. Division 22 – Plumbing: Refer to Division 22 for applicable requirements regarding the materials, plumbing and mechanical services required to complete the foodservice equipment installation, including but not limited to:
 - a. Provide all plumbing rough-ins per the Foodservice Equipment Plumbing Rough-in Plans, and notify FC Design, the Architect, and the Plumbing Engineer of any code issues you find.
 - b. Provide the required devices specified in Division 22, such as pipes, fittings, valves, backflow prevention devices, p-traps, tailpieces, atmospheric vents, air-gap assemblies, shock-arrestors, floor drains, floor sinks, and clean-outs required for the installation of the foodservice equipment, unless otherwise specified in this Section.
 - c. Provide softened hot and/or cold water meeting the operational requirements of the specified ware washing machine(s).
 - d. Extend the utilities from rough-in locations to final connection points on the equipment and interconnections between equipment and remote components. Provide required fittings, such as tee fittings, as needed. Purge all water supply lines prior to any foodservice equipment connections.
 - e. Extend indirect waste piping from the specified foodservice equipment to an appropriate indirect waste fixture as shown on the Foodservice Equipment Plumbing Rough-in plans.
 - f. Disconnect the utilities of the existing foodservice equipment that is relocated or removed.
 - g. Verify the utility requirements of all Owner and Other Vendor furnished foodservice equipment with the Architect and/or Owner's Representative.
- Division 26 – Electrical: Refer to Division 26 for the requirements regarding materials and electrical services to complete the foodservice installation including but not limited to:
 - a. Provide all electrical rough-ins per the Foodservice Equipment Electrical Rough-in Plans, and notify FC Design, the Architect, and the Plumbing Engineer of any code issues you find.
 - b. Provide electrical service panels, conduits, rough-ins, wiring, disconnect switches, outlets, switches, remote controls required for the foodservice equipment installation.
 - c. Provide interconnections and final connections for the specified foodservice equipment to the Building Management System (BMS), data systems, and alarm systems required to complete the installation of the remote refrigeration systems.
 - d. Extend utilities from rough-in locations to final connection points on the equipment and interconnections to remote components, such as FSEC furnished control panels, and required devices specified in Division 26, such as electrical disconnects, unless otherwise specified in this Section.
 - e. Disconnect the utilities of the existing foodservice equipment that is relocated or removed.
 - f. Verify the utility requirements of all Owner and Other Vendor furnished foodservice equipment with the Architect and/or Owner's Representative.

2. Refer to the Architectural/general construction documents, for applicable provisions regarding building works to complete the foodservice installation, including but not limited to:
 - a. The coordination and installation of foodservice equipment adjacent walls, floors and roof openings, sleeves, penetrations, and openings. Walk-in cooler/ freezer sub-floors, insulated floors and/or depressed slabs, waring slabs. Provide floor leveling grout and filler grout as required for the installation of the walk-in cooler/freezer.
 - b. Provide roof curbs, roof rails, and pitch pockets for the FSEC furnished remote refrigeration system compressors specified in this Section.
 - c. All cast-in-place concrete floors, exterior concrete footings and pads, insulated roof curbs and/or railings related to foodservice equipment, roof-top equipment stands, supports and pitch pockets. All finished walls, floors, and ceilings along with the installation of base curb framing, in filling and concrete capping of floor base curbs, risers, piping and soda line chases and building fire separation, enclosures, and wrapping piping. The Prime Contractor shall seal all openings in accordance with all federal, state, and local fire protection building and construction codes.

14. Definitions

1. FSEC: Foodservice Equipment Contractor. The company, organization and person(s) specifically contracted, and responsible for the Section 11 40 00 Scope of Work. References to other Contractors and Divisions will be specific.
2. Furnish: Limited to the coordination, shipping, and delivery. Includes the materials / equipment itself.
3. Install: Remove packaging, assemble, set-in-place, level, and make the equipment ready for utility connections. Final connections shall be provided by the corresponding utility contractors [Reference 1.01 Subpart C]. Reset, anchor and/or seal items and accessories to adjacent surfaces, adjust, calibrate, and test, after all the final utility connections and interconnections have been made.
4. Provide: Furnish and install complete, adjusted, and ready for intended use. A combination of Furnish and Install.
5. Equal: Comparable in size and critical dimensions, capacity, features, options & Accessories, finishes, operation and require similar utility services. If equal items are submitted the FSEC shall pay all costs required to modify the work of any trade affected.
6. Buy-Out Equipment: Provide equipment offered as a standard catalog item that has a specific model number. The Manufacturer's catalog specification sheet or shop drawing shall identify all standard features, options, accessories, finishes and/or slight changes or modifications available. Shop or detail drawings shall be provided as requested.
7. Fabricated Equipment: Provide equipment that is not a standard catalog item and must be built to the size and shape as required for this project. All fabricated equipment shall be constructed by a single authorized fabricator who shall provide detailed shop drawings and as-built drawings.
8. Exposed: All visible surfaces or edges including those behind closed doors or access panels when opened, including when looking up from below.

15..Regulatory Requirements

All items, work and materials for this section shall comply with the latest US Public Health Services, the National Board of Fire Underwriters, all federal, state, local laws, and ordinances. This includes but is not limited to building codes, regulations, rules, and interpretations of the authorities having jurisdiction (AHJ).

- a) The equipment and installation must meet these minimum standards for this project.
 - [ADA] Americans with Disabilities Act (Equipment & Installation)
 - [ARI] Air Conditioning and Refrigeration Institute (Remote Refrigeration)
 - [ANSI] American National Standards Institute (Equipment & Installation)
 - [ASHRAE] American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc. (Equipment & Installation)
 - [ASME] American Society of Mechanical Engineers (Boilers & Installation)
 - [ASTM] American Society for Testing and Materials (Metals, Glass, Sprayers)
 - [AWS] American Welding Society (Structural welding code)
 - [ICBO] International Conference of Building Officials
 - [NEC] National Electrical Code (Wiring & devices included with Food Equipment)
 - [NSF] National Sanitation Foundation (Equipment & Installation)
 - [NEMA] National Electrical Manufactures Association (Equipment & Installation)
 - [OSHA] Occupational Safety and Health Agency (Equipment & Installation)
 - [SMACNA] Sheet Metal & Air conditioning Contractor's National Association
 - [UL] Underwriters Laboratories (Electrical Products, Components Assemblies)
 - [EISA] The Energy Independence and Security Act of 2007 (Walk-Ins, Refrigeration Systems)
 - [RSES] Refrigeration Services Engineers Society (Remote refrigeration systems, components, & installation)
- b) Safe Drinking Water Act: Lead-free plumbing fittings, faucets and fixtures or more stringent state/local codes where applicable.
- c) Laws, Codes and Regulations: Contact State and local authorities that have jurisdiction to verify any special laws, codes, regulations or permits that may be required for this project. The FSEC shall submit to local health sanitarians, engineers, building inspectors that have jurisdiction, drawings and or specifications for clarification upon request.
 - [UBC] Uniform Building Code (Equipment & Installation)
 - [BOCA] Basic Building Code (Equipment & Installation)
 - [SBCC] Standard Building Code (Equipment & Installation)
 - [IBC] International Building Code (Equipment & Installation)
- d) All equipment provided for this project shall have an NSF label.
- e) All electrically operated, manufactured, or fabricated equipment shall meet the current National Electrical Code standards. The equipment shall be U.L. listed and tested to agency standards or be acceptable to authorities have jurisdiction.
- f) Where the drawings and specifications require a larger size or higher standard than is required by regulations, the drawings or specifications shall govern.

16. Alternates and Substitutions

- A. Procedure: Submit written requests per the requirements of the Bid Solicitation, Part 1.04, Subpart P – “Deviations from Specifications.” Manufacturer or fabricator changes are not acceptable after submittal review and acceptance without written authorization from FC Design and the Owner's Representative. Each request shall include the following information:
 - 1. Item number, description, and statement of how the proposed substitution is a betterment to the project.
 - 2. Manufacturer’s product data (specification sheets) for the specified item and the proposed substitution with annotations highlighting the performance features not meeting and/or exceeding the specification for each item. Remove information that is not being supplied or required.
 - 3. Manufacturer’s shop drawings for Fabricated Equipment that do not have standard product data (specification sheets) with annotations highlighting the performance features not meeting and/or exceeding the specification for each item.
- B. Approval: The project Architect shall submit the request to FC Design and the Owner’s Representative for review. The decision of FC Design and the Owner’s Representative to approve or reject each request is final and binding. Determination may or may not state the reason for the decision. If approved, the project Architect will issue an addendum stating the approved alternate(s) to prime bidders of record. Verbal approval is not binding.
- C. Responsibility: If a proposed alternate or substitution is accepted, the FSEC shall pay all costs required to modify the work of any trade affected to accommodate the substitution.
- D. Substitutions for failure to order equipment in a timely manner are not acceptable.

17. Submittals

- A. Procedure: Provide each of the following submittals in PDF format to the Architect and/or Owner's Representative for review and comment. The FSEC shall stamp and sign each submittal document indicating it has been reviewed by them and checked for conformance to the specifications, field dimensions, compatibility with other equipment and coordination with other trades and services prior to submittal.
1. Bid Summary: The FSEC shall provide a Bid Summary within 10 days of the contract award. The Bid Summary shall include foodservice equipment prices per item, freight, delivery to the job site, installation, and sales and use tax.
 2. Schedule: The FSEC shall provide a schedule of key dates and tasks that must be completed by others to meet the equipment installation schedule within 30 days of contract award.
 3. The FSEC shall provide a monthly letter to the Prime Contractor summarizing procurement progress, items stored, items delivered, items installed.
 4. Coordination Drawings: The FSEC shall provide coordination drawings using the Architect's dimensioned plans and matching the sheet size of the bid documents within 45 days of receiving a signed contract. Show all foodservice equipment that is specified in Section 1140 00 including owner furnished, existing, and future equipment. Leave room for review stamps, FSEC title block, and information. It is not acceptable to copy the bid documents as this submittal. Include the following sheets:
 - a. Foodservice equipment floor plan(s) at 1/4" = 1'-0" scale with equipment tags. Match the numbering of the bid documents and include equipment schedule(s) on the same sheet as corresponding the equipment plan(s).
 - b. Foodservice equipment elevations at 1/2" = 1'-0" scale with equipment tags matching the numbering of the bid documents.
 - c. Foodservice equipment plumbing rough-in plan(s) at 1/4" = 1'-0" scale showing exact rough-in locations with a utility symbol legend and a schedule of the utility requirements showing the equipment item number and heights. Make allowances for valves, fittings and other required components specified in Divisions 22 and 23. If utilities are already installed, field measure locations and indicate on plan, noting any objection to installed location. Dimension utility rough-ins installed in- floor from existing walls, exterior walls, or column line centers. Dimension other rough ins from new walls.
 - d. Foodservice equipment electrical rough-in plan(s) at 1/4" = 1'-0" scale showing exact rough-in locations with a utility symbol legend and a schedule of the utility requirements showing the equipment item number and heights. Make allowances for other required components specified in Division 26 and 27. If utilities are already installed, field measure locations and indicate on plan, noting any objection to installed location. Dimension utility rough-ins installed in- floor from existing walls, exterior walls, or column line centers. Dimension other rough ins from new walls.
 5. Foodservice equipment special conditions plan(s) at 1/4" = 1'-0" scale showing the foodservice equipment layout with the finished locations of wall backing, recessed floors, curbs, special wall heights, wall openings, and equipment bases. Include a symbol legend. Dimension from new or existing walls, exterior walls, or column line centers.
 6. Product Data: The FSEC shall provide product data within 45 days of receiving a signed contract that include the following.
 - a. Table of contents showing item number, description, and page number.

- b. Product data (specification sheets) for every item of foodservice equipment included in this section including all new, existing, relocated, and future equipment. Annotate only relevant requirements and remove all information that is not applicable or relevant. Include a cover sheet for each item with item number and description, manufacturer, model number, quantity, optional features, special construction, installation, and utility requirements. Copies of the project specifications are not acceptable.
 - c. Shop drawings at 3/4" = 1'-0" scale or larger for every Fabricated Equipment item of foodservice equipment. These include stainless steel fabrication, millwork, walk-in cold storage rooms, and kitchen ventilation systems. Show dimensions, materials, manufacturer, type of hardware, and other pertinent data as specified and as required for construction. Indicate partial plans and elevations to illustrate the junction condition where fabricated equipment adjoins other equipment. Show stone/solid surface dimensions, cutout locations, countertop seam locations, required support and blocking member locations, edge profiles, and installation details and methods. Identify colors and finishes. Equipment dimensions are subject to adjustments required by field verified dimensions and understructure components. Field measure and coordinate with finished building conditions. Field verification shall be completed by a company approved by the approved custom fabricator. Circle any dimension changes on initial and subsequent submissions.
7. Samples: The FSEC shall provide manufacturer's color charts showing the full range of colors available for exposed products with color finishes to be selected by the Architect and/or Owner's Representative. The Architect and/or Owner's Representative may request physical samples of these products and the FSEC shall provide them within 10 business days of receiving the request.
 8. Notice of Field Verification: The FSEC shall provide a letter to the Architect and/or Owner's Representative stating that "the foodservice equipment rough-ins and special condition drawings have been field verified and fully comply with the equipment that is being provided within the contract."
 - A. Approval: Submittals not complying with the above outline shall be rejected and must be resubmitted until correct.
 - B. Coordination: The FSEC is directly responsible for the accuracy of information on their Submittals.

18. Closeout Documents

A. Operation and Maintenance Manuals

1. The FSEC shall provide: Two sets of manuals for foodservice equipment items, including (two sets of fabricated equipment as-built shop drawings. These manuals shall be ordered alphabetically by the manufacturer, separated by tabs, and include a cover sheet for each item. The cover sheet shall include the item number, description, manufacturer, model, serial number, and utility information.
 - a. Provide current installation and operation manuals and parts manuals for all new foodservice equipment specified in this Section. Include the Manufacturer's name, address, and phone number. Include the local authorized service agent's (ASA) name, address, and phone number. List the FSEC if no local ASA is available. These manuals shall be delivered before the beneficial date of occupancy.
 - b. Video record all training, operation, maintenance, instructions and provide
 - c. digital and physical copies to the Architect and/or Owner's Representative.

- B. As-Built Documents: The FSEC shall maintain one record set of as built drawings and product data with all related changes, corrections, revisions, additions, deletions as noted during the construction or installation phase. Provide these documents at the same time as the O&M data manuals.
- C. Warranty Documents: [Ref: Section 11 40 00, Part 3, Subpart 3.07]

19. Site Conditions

- A. The FSEC shall field verify all on site surfaces, prepared openings, finished building dimensions and utility rough ins to ensure that the site is ready for the equipment installation. This shall include but not limited to the verification and coordination of work by others including lighting fixtures, HVAC equipment, grease traps, building sprinkler systems, electrical services, and plumbing services.
- B. The FSEC shall ensure Fabricated Equipment conforms to site dimensions and conditions and inform the Prime Contractor of any potential problems with the Fabricated Equipment, the work schedule, and delivery. Where field measurements cannot be made without delaying the work, the FSEC shall document and coordinate critical dimensions with the Prime Contractor to proceed with procurement.
- C. The FSEC is responsible for changes to the equipment and/or cutting and patching of walls, partitions, ceilings, and floors necessary to receive and operate the equipment caused by failure to coordinate with the site conditions.

20. Products

1. Fabricator Qualifications

A. Qualifications

1. Foodservice equipment fabricators must have a minimum of five years of experience in fabricating foodservice equipment like that indicated for this project and with a record of successful performance.

2. Materials

A. Metals

- a. Stainless Steel and Galvanized Steel Gauges Shall conform to the following thicknesses and tolerance. All gauges shall be within $\pm 5\%$ of the indicated thickness.

Gauge	Thickness
10	0.1406"
12	0.1094"
14	0.0781"

Gauge	Thickness
16	0.0625"
18	0.0500"
20	0.0375"

B Stainless Steel

1. All stainless steel used in the fabrication of Fabricated Equipment shall be first-grade austenitic chromium-nickel alloys. Provide AISI Type 304 stainless steel unless otherwise specified. Ferritic and martensitic alloys are not acceptable unless otherwise specified or without approval from FC Design.
2. AISI Grade Specifications

AISI Grade	Cr	Ni	Mo	C	Remarks
Type 304	18.0-20.0%	8.0-10.5%	-	<0.07%	Standard

3. Grind and polish surfaces producing a uniform, directional textured finish, free of cross scratches, tool, die marks and stretch lines. Polish exposed surfaces to a #4 (brushed) finish with the grain running parallel to the longer dimension for each piece. Remove any embedded foreign matter and leave surfaces chemically clean. Clean and deburr all edges and corners.
 4. Exposed surfaces shall be protected from damage using a temporary strippable or peel-off covering.
 5. ANSI Type 304, #4 mechanical finish, 180 grit, seamless or welded annealed, ground smooth, polished, heat treated and quenched to eliminate precipitation, drawn true, and polished with concentric grain.
- C. Galvanized Steel: Provide Armco (or equivalent) hot-dipped, tight-coat galvanized iron. Use the largest sheets possible with as few joints as necessary. Smooth welded or damaged surface areas and cover with two coats of gray hammer-tone epoxy spray paint.
- D. Gussets: Provide enclosed type with a minimum 3" top diameter. Continuously weld gussets to the underside of tabletop framework sink bottoms and drainboards.
- E. Sanisteel: Anti-bacterial, pre-coated steel interior panels and/or floors. Eliminates harmful & potentially dangerous bacteria strains. Proven to be effective against: Escherichia coli, Klebsiella pneumoniae, Staphylococcus aureus, Salmonella typhimurium, Listeria monocytogenes, and Legionella pneumophila. Slip-resistant (better slip resistance than ADT (ASTM F 1679). High resistance to corrosion and scratches. NSF-Certified.

F. Hardware

1. Fasteners: Bolts, screws, and nuts shall be stainless steel, or the same material of the surface applied, spaced for best fastening. All exposed fastener threads shall be capped, including those located inside cabinets, with stainless steel lock washers and stainless-steel cap nuts. Rivets are not an acceptable method of attachment.

G. Sealants: At minimum shall meet FDA's regulation #21 CFR 177.2600 and NSF C2 in foodservice area and/or ASTM C920 Type S, Grade NS in non-foodservice areas. Limit colors to aluminum, clear or white.

I. Adhesives

1. Joint adhesives shall fully comply with the requirements and recommendations of the manufacturer of the adjacent materials. Use Akemi North America epoxy-type joint adhesive unless otherwise directed by the adjacent material manufacturer. The joint sealant shall be tinted to match quartz surfacing. Silicone joint seaming is not acceptable for adjoining solid surface and quartz composite materials.
2. Substructure Mounting Adhesive shall fully comply with the requirements and recommendations of the manufacturer(s) of the adjacent materials. Use flexible silicone, epoxy, or polyester adhesive unless otherwise directed by the adjacent material manufacturer(s).

H. Supports and backing shall be as detailed and fully comply with the Manufacturer's recommendations.

21. Execution

A. Storage and Delivery

1. All equipment shall be stored in a bonded or insured company warehouse. The storage space shall be dry, well-ventilated with the equipment placed on blocking at least 6" above the floor. All precautions shall be taken to prevent any corrosion or damage to the stored equipment. The storage location shall be open for inspection at any time prior to equipment installation.
2. The equipment shall be delivered to the project site in factory assembled units with protective crating and coverings free from manufactures defects or damage due to shipping, delivery, unloading or handling. Damaged items found prior to acceptance shall be rejected and must be immediately removed and replaced without additional costs or delays.

B. Preliminary Inspection

1. The FSEC shall field verify the dimensions and conditions of all spaces where foodservice equipment installed in the scope of work is located. Conform to the finished building conditions and submit written notification to the Architect and Owner's Representative if building conditions prevent equipment from functioning properly.
2. The FSEC shall coordinate the equipment dimensions with the building openings and construct equipment in sections sized to the limitations of the openings.
3. The FSEC shall field verify that the voltages, air volumes, water temperature, water pressure, gas pressure, and steam pressure meet the equipment requirements and coordinate changes to ensure proper operation.
4. The FSEC shall notify the Prime Contractor, Architect, and Owner's Representative of any deficient conditions. It is not acceptable to cover deficient work. By commencing the installation of equipment, the FSEC accepts the site conditions. The FSEC is responsible of all expense(s) of changes to equipment and/or building element modifications necessary to receive and operate the equipment caused by the FSEC's failure to coordinate with site conditions and or notify the Prime Contractor, Architect, and Owner's Representative of deficient conditions.

C. Installation

1. Foodservice Equipment Installer Qualifications:
 - a. The foodservice equipment Installer shall have at least five years of experience installing foodservice equipment on consultant specified projects of similar size and complexity.
 - b. If field welds are required, the foodservice equipment Installer shall provide a currently certified NSF welder who is an employee of the Installer to perform all foodservice equipment field welding and polishing.
 - c. Provide references for two projects of similar size and complexity completed within the past five years to the Owner's satisfaction if requested.
2. The FSEC shall coordinate the installation schedule with the Prime Contractor and Owner's Representative and shall comply with the requirements of the construction schedule including correcting deficient work. Submit written notification of any manufacturer or construction-related issues that are causing a delay in the equipment delivery and/or installation. The FSEC shall not delay the project completion.
3. The installation shall fully comply with the requirements of all applicable current national, state, and local codes.
4. Install trim to enclose the equipment to the adjacent building elements that cannot be sealed with silicone as specified and as required by code, whichever is greater. All trim material shall match the adjacent equipment surface. Exposed fasteners are not acceptable. unacceptable as a substitute for accuracy and neatness.
5. The FSEC shall use all reasonable means to protect the equipment, fixtures, and materials before, during and after the installation and prior to the final acceptance of the project. The foodservice equipment shall not be used for tool or material storage, work benches, scaffolding, stepladders, work platforms or stacking areas, by either the FSEC or other trades. The FSEC shall replace or repair items that are lost or damaged prior to Owner acceptance.

D. Existing Equipment

1. Existing equipment that is being removed or relocated shall be disconnected from connected utilities by licensed contractors as stated in Part 1 of this Section.
 - a. The FSEC shall disassemble (if required), remove, and store until ready for installation all equipment that is to be relocated. Once the site conditions are ready for installation, the FSEC deliver and locate the equipment per plan and ready it for interconnections and final connections. It is expected that the equipment will be in the same working order as when it was removed from service.
 - b. The FSEC shall submit an inventory identifying each piece of equipment removed, including all attachments and accessories, that states the working order of the equipment when removed from service to the Owner's Representative and FC Design for review.
 - c. The Owner's Representative has the option to retain existing equipment. An authorized demolition contractor (not included in the FSEC scope of work) shall obtain written authorization from Owner's Representative to remove equipment from site. This contractor will remove and dispose of equipment that is not being relocated.

E. Cleaning

1. The FSEC shall remove masking and protective coverings from stainless steel and other finished surfaces.
2. Clean and polish equipment including glass, plastic, hardware, accessories, fixtures, and fittings prior to the inspection and acceptance of the Work.
3. Existing equipment shall be installed in the same state as when it was removed from service.

F. Start-up and Demonstration

Start-up

1. All electrical, plumbing, and gas connections to the equipment shall be completed prior to beginning start-up. This includes ensuring that the utility connections have been fully tested, purged, sanitized, and adjusted. The FSEC shall obtain written confirmation for each trade that this is complete.
2. The FSEC shall provide factory-authorized representatives to perform the equipment start-up and test the full range of operation for all new foodservice equipment provided. The representatives shall make all necessary adjustments for the equipment installation and calibration.
 - a. Start and run all refrigeration equipment for a minimum of 48-hours and verify that it operates as intended and holds the design temperatures within the Manufacturer's operating tolerance and without excess noise or vibration. New equipment not holding temperature shall be immediately repaired or replaced.
 - b. Coordinate dish machine testing with Detergent Vendor.
 - c. Properly activate water filtration systems for the foodservice equipment per Manufacturer's recommendations
 - d. Calibrate controls, operating temperatures, motor rotations, and safety switches.
3. The FSEC shall provide a letter of completion to the Architect and Owner's Representative stating that all equipment provided and/or installed by the FSEC has been completely inspected, adjusted, calibrated by the FSEC or an authorized service agent after the FSEC has completed all final equipment testing and training demonstrations to the owner's satisfaction.

G. Demonstration

1. The FSEC shall organize, schedule, and coordinate equipment operating and maintenance training demonstration(s) with the Owner's Representative. After coordinating availability with the Owner's Representative and Manufacturer's Representatives, the FSEC shall submit a training schedule to the Owner's Representative.
2. Provide copies of all instructional, operational, maintenance manuals, charts and audio and video media at least two weeks prior to demonstration.
3. Authorized Manufacturer's Representatives and/or service technicians shall review data manuals and provide hands-on operational, cleaning, and maintenance instructions to the Owner's Personnel and the appropriate inspectors for each piece of serialized equipment and Fabricated Equipment.
4. The FSEC shall host the training demonstrations on site and provide a written record of the attendees and a list of unresolved questions raised from the training session to the Architect.
5. Submit a combined chart summarizing the demonstrations that includes the item number, equipment description/category, date of training, person and firm responsible for the training, and attending Owner's Representative's initials.

H. Warranty

1. General Foodservice Equipment Warranty: The following warranty shall not deprive the Owner of other rights they are entitled to under other provisions of the contract documents. The following warranty shall be in addition to and run concurrently with warranties under other provisions of the contract documents.
 - a. The FSEC shall provide a one-year parts and labor warranty for all new foodservice equipment specified in this section beginning on the beneficial date of occupancy.
 - b. The FSEC shall provide a minimum of a five-year replacement compressor warranty on all refrigeration equipment that covers the total cost of the compressor replacement. The FSEC shall provide a one-year service contract that covers repairs without charge for materials, labor, and travel on all new refrigeration systems specified in this Section. If a malfunction occurs outside of the one-year service contract period, the owner shall be responsible for labor costs unless the malfunction is caused by improper installation. The FSEC shall be responsible for all repair costs caused by improper installation.
 - c. The FSEC shall respond to the Owner's request for service on refrigeration systems within 4 hours or less to reduce the loss of food product. The FSEC shall respond to the Owner's request for service on equipment without refrigeration systems within 24 hours of request.
2. The FSEC shall obtain a letter of substantial completion from the Prime Contractor stating the beneficial date of occupancy. All warranties shall start on the beneficial date of occupancy.
3. The FSEC shall provide complete copies of all warranty documents with the Closeout Documents.

I. Item Specifications

1. The following item specifications are based on the model numbers available at the time of preparing the construction documents. The FSEC shall notify FC Design if these models are not available at the time of bid in accordance with the requirements listed in Part 1 of this Section.
2. The FSEC shall provide the following specified foodservice equipment items or approved alternates in accordance with the requirements listed in Part 1 of this Section.
3. Consolidate equipment manufacturers to provide a single point of contact to the Owner.
 - a. All walk-in cold storage room refrigeration systems shall be manufactured by a single company.
 - b. All shelving units shall be manufactured by a single company and be compatible with the existing MetroMax-i shelving units.
 - c. All pass-thru refrigerated and holding cabinets shall be manufactured by a single company.
 - d. The General Contractor shall review the existing conditions above the existing walk-in cold storage room ceiling panels and provide the necessary modifications to accommodate the proposed taller walk-in cold storage room height. Notify the FSEC of any concerns, so they can be included in an addendum.

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: BAXTER MANUFACTURING MODEL OV500G1EE OR EQUIVALENT	MANU. BRAND	QTY	UNIT COST EACH
Coon Rapids HS – Two (2) Rotating Rack 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.		2	
Total Cost including any shipping, installation, and other work as specified in. Part 2 - Specifications		\$	

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 _____

Equipment and Install/work must commence on June 9, 2025, and completed no later than August 8, 2025.

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 45 pages of the Request for Bid 25044B for CNP Rotating Rack 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)
- ___ 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.

<p>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...</p>	
<p>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:</p>	
<p>(1)</p>	<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.
<p>(2)</p>	<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;*
<p>(3)</p>	<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	
<p>By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that:</p> <p>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.</p>	
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:	