

BID PACKET
BRYANT AVENUE REHABILITATION PROJECT
Deadline: March 26, 2020

Sealed bids for the following Rehabilitation project will be accepted by Scott Carver Dakota CAP Agency Inc. (referred to as “CAP Agency”) and its respective Housing Program until Thursday, March 26, 2020 at 2:00 p.m., after that time they will be publicly opened and read in the Scott Carver Dakota CAP Agency board room located at 712 Canterbury Road South Shakopee, MN. This is a federally funded project that will be funded with HOME/CHDO funds and must comply with all HUD requirements such as Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations. The CAP Agency is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

NOTE TO BIDDING PARTIES

1. This project will require a Bid Security in the amount of 5% that must accompany the bid.
2. Failure to provide the Bid Security will result in the disqualification of the bid. Only Bid bonds in the form of a Bond issued from a Surety, a Cashier’s check or a Certified check will be accepted.
3. This project is also subject to the MINNESOTA’S RESPONSIBLE CONTRACTOR ACT and therefore requires a Verification of Compliance signed and notarized, and to be included with the Bid. Please see the attached requirements and verification form.
4. This project will also require a Payment and Performance Bond from the awarded party.
5. Please refer to the “Terms & Conditions” page for all other requirements of the CAP Agency.

1. Preparation of Bid

- A. Bidders are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
- B. Each bidder shall furnish all the information required. Erasures or other changes must be initialed by the person signing the bid form. Partial bid packages will be rejected.
- C. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other conditions within the invitation, it is advised to

call and have that portion clarified. For clarification, contact Michelle Polson, Housing Manager at 651-322-3518.

- D. Access to units: Contact Michelle Polson at (651) 322-3518, leave your name, company name and number, and she will get back to you within 48 hours you during business hours to let you know when the estimated time to schedule a walkthrough the occupied units for review of scope of work.

2. Submission of Bid

A. All bids must be submitted in a sealed envelope and must include the following information on the face of the envelope: bidders' name along with contact person as well as address. Failure to do so may result in the premature opening of or failure to open such a proposal.

Address bids as directed below:

Bryant Ave.-Rehabilitation Project
Scott, Carver, Dakota CAP Agency Inc.

Attn: Eric Gentry
712 Canterbury Road South
Shakopee, MN 55379

B. Bidders are responsible for submitting proposals before the stated closing time. Bid packages will be date stamped when they are received. Bid packages that arrive late due to delays in the delivery of the mail will not be considered. Any proposal received after the stated deadline will be rejected.

C. Facsimile bids will not be accepted.

E. CAP Agency shall not be responsible for any costs incurred in the preparation of the bid.

E. Any bid may be withdrawn by giving written notice to the Project Manager before the stated closing time. After the stated closing time, no bid may be withdrawn or canceled for a period of 60 days after said closing time, except the successful bidder whose prices will remain for the entire contract period.

F. Please state when the work will start and the substantial completion date of the project.

3. Award

A. The evaluation and award of this bid will be based on a combination of factors including, but not limited to, the following: bid price, past performance, ability to meet service

requirements, manpower and equipment available to perform this service, completeness of bid, compliance with specifications, and any other factors considered to be in the Agency's best interest.

B. CAP Agency reserves the right to make an award in total or to split the award in whatever manner deemed to be in the best interest of the Agency.

4. Terms & Conditions

Protection

Contractor shall protect all newly placed concrete with cones or roped off barricade, until surface can be driven on by tenants.

Garbage & Recycling Pick-up Days

The contractor will need to allow the disposal provider, Nitti, access to pick up garbage and recycling from the location. Trash pick-up days for Bryant are on Fridays. Please coordinate the project around this day.

School Bus Pick-up and Drop offs

Please be aware of school buses that will be transporting children throughout the day.

Fire & Emergency Vehicle Access

Front entrance to sites must never be blocked, to allow emergency vehicles to get through.

Quality Assurance

Use adequate numbers of skilled workers who are thoroughly trained and experienced in this type of work. All materials shall be installed in a workman-like manner in accordance with the approved specifications and plans.

1. All materials and labor shall be furnished by the Contractor unless otherwise specified. All final measurements are the responsibility of the contractor. All tools and equipment necessary for performing the scope of work are the responsibility of the Contractor to furnish and maintain.
2. Code compliance is the responsibility of the Contractor. All materials must be code approved. Methods of installation are to be in accordance with the manufacturer's instructions.
3. The Contractor must secure all necessary permits at his/her expense and shall be responsible for all necessary inspections; final inspections must be approved by local code enforcement prior to Final Payment.

4. Performed work and installed materials must be warranted by the Contractor for a minimum of one year. The Contractor must furnish to the CAP Agency copies of any manufacturer-issued warranties on products installed.
5. Payment owed to material suppliers, employees and subcontractors are the responsibility of the Contractor. Lien Waivers must be submitted to the CAP Agency prior to Final Payment.
6. Proof of insurance is required. The Contractor must have the following coverage:
 - a. Commercial Liability insurance coverage of not less than \$1,000,000.
 - b. Workers Compensation insurance coverage per MN Statutes.
 - c. Automobile Liability insurance coverage of not less than \$500,000.
7. All cuts, openings, and/or damage to existing conditions made by the Contractor or his/her laborers during project execution shall be repaired and patched to match original condition. Such repairs are to be non-defective and performed at the Contractor's expense. The CAP Agency Project Manager must be notified where unforeseen alterations must be committed in order to effectively carry out the scope of work. Altering unspecified conditions are prohibited prior to CAP Agency approval.
8. The Contractor must contact, and have approval from, Gopher State One Call (GSOC) prior to any work where digging may occur. Utility locates may require 72 hours prior to work taking place. The GSOC ticket number shall be on-site and available to all workers during the work.
9. The Contractor shall conduct his/her operations so as to maintain safe conditions at building entrances, walks and driveways. Fire lanes must be kept clear of contractor equipment and materials at all times.
10. The Contractor is to remove and dispose of all debris generated during project execution from the property each day and upon project completion.
11. The CAP Agency issues payment for materials & services upon project completion. For projects lasting more than 2 weeks, the CAP Agency will issue partial payments on a bi-weekly basis if requested by the Contractor. Invoices must be accompanied by partial lien waivers. Partial payments will cover only work completed up to the date of invoice. Payment will be issued on a standard 30-day schedule *if* all other stated, contractual requirements are met by the contractor.
12. Upon the awarding of the bid, a contract shall be signed between the CAP Agency and the successful bidder stipulating the terms and conditions for the completion of the work as outlined in the bid.

13. In case of default of the contractor, the Agency may cancel the contract or and procure services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The Agency may remove a defaulting contractor from future bid lists.
14. The Agency reserves the right to cancel this contract without cause or reason upon 30 days written notice.
15. Agreements with the Agency may not be assigned by the contractor to another contractor or subcontractor without prior written consent of the CAP Agency.
16. CAP Agency reserves the right to accept or reject any or all bids, to let bids again, and to waive any irregularities in the best interest of the Agency.
17. Any errors, omissions, or discrepancies in the specifications discovered by a prospective contractor will be brought to the attention of Michelle Polson, Housing Manager, as soon as possible after discovery. Further, the contractor will not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Section 3 Clause

Requirements:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 2, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and qualifications for each; the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SPECIFICATIONS AND BID SHEET FOR RESIDENTIAL REHABILITATION WORK

Owners: Scott Carver Dakota CAP Agency, Inc.
 Project: Bryant Ave. Rehab

ALL WORK AND MATERIALS MUST MEET OR EXCEED ALL STATE AND LOCAL CODES. ONLY GOOD QUALITY MATERIALS AND WORKMANSHIP WILL BE ACCEPTABLE. EACH TRADE IS RESPONSIBLE FOR DISPOSING OF THEIR RELATED DEBRIS. AS A GENERAL, ALL OTHER TRADES AND SUBS WILL BE HIRED AND PAID BY THE GENERAL CONTRACTOR. EACH TRADE MUST COOPERATE AND COORDINATE WITH OTHER TRADES ON THIS PROJECT. LEAD SAFE WORK PRACTICES MUST BE PERFORMED IN ACCORDANCE TO 29CFR1926.62 OSHA LEAD SAFTY STANDARDS. CONTRACTORS MUST ADDITIONALLY BE A CERTIFIED RENOVATOR, REPAIR & PAINTING CONTRACTOR WITH ENVIROMENTAL PROTECTION AGENCY TO WORK ON HOMES 1978 AND OLDER. NO CHANGES OR ADDITIONAL WORK MAY BE COMPLETED WITHOUT **PRIOR** WRITTEN APPROVAL OF SCOTT, CARVER, DAKOTA CAP AGENCY, INC. COMPARABLE PRODUCTS ACCEPTABLE IF WITHIN THE SCOPE. ALL PRODUCTS THAT ARE COMPARABLE NEED TO BE CLEARLY LISTED IN THE BID WITH SPEC SHEETS.

Measure	Work Needed	Dollar Amount Per Area
ROOF Replace Flat Roof on Main Building	<ul style="list-style-type: none"> • Remove the perimeter metal flashing and dispose of. • Remove the gutter from off the south side of the roof and dispose of. • Remove the rubber membrane and insulation down to the asphalt roof and dispose of. • Check the insulation underneath the asphalt roof for moisture. Any wet and/or deteriorated insulation will be replaced with new insulation of equal thickness • Replace any rotten or delaminated wood decking • Install a 4"x4" beveled wood cant edge to the south edge of the upper section. • Install 1/2" duro-fold roofing insulation over the entire roof area. The insulation will be mechanically fastened to the wood roofdeck using corrosion resistant screws and insulation plates; all joints will be staggered. • Install a 40 mil white Duro-Last membrane roofing system over the entire area, mechanically fastened to the roof deck according to manufacturer's specifications. • Install Duro-Last prefabricated pipe flashings at all soil stacks and flue penetrations. • Install Duro-Last custom curb flashing to the roof hatch and chimney. 	\$ _____

	<ul style="list-style-type: none"> • Install Duro-Last prefabricated wall flashing material to all parapet walls. Wall flashing will go up and over the walls and be terminated on the outside of the wall. • Install a walkway pad by roof hatch. • Install 2 new scuppers to the south roof edge. (choice of standard colors) • Install 2 new 4"x3" corrugated downspouts to the newly installed scuppers. (choice of standard colors) • Install new 24-gauge sheet metal flashing to the perimeter of the building. (choice of standard colors) • Clean up and haul all roofing debris from the premises. 	
<p>REAR SHED ROOF Replace Flat Roof on Storage Area</p>	<ul style="list-style-type: none"> • Remove the perimeter metal flashing and dispose of. • Remove the rubber membrane and insulation down to the asphalt roof and dispose of. • Check the insulation underneath the asphalt roof for moisture. Any wet and/or deteriorated insulation will be replaced with new insulation of equal thickness • Replace any rotten or delaminated wood decking • Install a 4"x4" beveled wood cant edge to the perimeter of this section. • Install 1/2" Duro-fold roofing insulation over the entire roof area. The insulation will be mechanically fastened to the wood roof deck using corrosion resistant screws and insulation plates; all joints will be staggered. • Install a 40 mil white Duro-Last membrane roofing system over the entire area, mechanically fastened to the roof deck according to manufacturer's specifications. • Install 1 new scuppers to the south roof edge. (choice of standard colors) • Install 1 new 4"x3" corrugated downspout to the newly installed scupper. (choice of standard colors) • Install new 24 gauge sheet metal flashing to the perimeter of this section. (choice of standard colors) • Clean up and haul all roofing debris from the premises. 	<p>\$ _____</p>
<p>STUCCO REMOVAL</p>	<ul style="list-style-type: none"> • Pull permits to close a street lane and sidewalk • Set up signage to detour sidewalk traffic and road traffic away from the work site. • Set up scaffolding on each elevation to facilitate the removal of the stucco 	<p>\$ _____</p>

	<ul style="list-style-type: none"> • Remove the stucco into mobile equipment to dispose of in the dumpsters • Removal of debris and dispose of properly • Conduct final clean up 	
SIDING	<ul style="list-style-type: none"> • Install EDCO Steel-Entex, 6" single • EDCO Steel-Entex J-Channel-5/8" (12') - Starter Strip (10')- Corner Base 5/8" (12') – Outside corner Post • EDCO Entex finish trim • Install House Wrap Tyvek and Tyvek Tape • Grace Vycor Pro Butyl Self-Adhered Window Flashing • OSI Quad Sealant • Siding Nails • J Block Mid America • Mini Spilt Mid America • Dryer Vent Mid America • Dumpster • City Permit • EDCO Entex Painted Aluminum Trim Coil 	\$ _____
EAST WALL/FOUNDATON	<ul style="list-style-type: none"> • Repair foundation and wall on building • Propose viable solution to foundational cracks and wall 	\$ _____
WINDOW TRIM	<ul style="list-style-type: none"> • Install trim around each window & opening • LP Pre Finished Trim 5/4 x 4 • Install siding Trim • EDCO Alumi-Kore coil Trim Entex • Drip Cap Custom • Siding Coil Nails-Ring Shank for trim 	\$ _____
FRONT EYE BROW	<ul style="list-style-type: none"> • Remove existing eyebrow that is pulling away from building • Reframe entire length of overhang (4 ft from the building) • Roofing materials as needed-coated steel (Min 28 Ga.) • Flash the roof to the wall and siding 	\$ _____
GUTTERS	<ul style="list-style-type: none"> • Remove and dispose of existing gutters and downspouts • Replace with aluminum seamless gutters • Color TBD • Install new 3" x 4" downspouts 	\$ _____

CHIMNEY	<ul style="list-style-type: none"> • Repair Brick and mortar • Replace Chimney liner per code 	\$ _____
PARKING LOT	<ul style="list-style-type: none"> • Remove Asphalt/concrete and dispose from parking lot. • Redo base layer rebar mat • Form and prep lot for pour. • Pour concrete pad for parking • Add expansion joints • Seal parking lot 	\$ _____
TREE REMOVAL	<ul style="list-style-type: none"> • Remove Cottonwood tree from back parking lot • Grind stump • Hall away all debris • The services are to be performed by tree workers, who through related training and on the job experience are familiar with the techniques and hazards of this work including trimming, maintenance, repairing, and removal, and equipment in such operations. • Contractor is to remove all dead wood and trees, including limbs, logs, vines lumber and similar materials daily. All debris from tree removal process shall be cleaned up each day before the work crew leaves the site. All logs, branches, vines and brush shall be removed from the site • The Contractor will be required to maintain ingress and egress to all businesses and dwellings and easy access to fire hydrants. The Contractor shall mark all hazards within the project limits with well-maintained signs, barricades, warning and/or channelizing devices. 	\$ _____
HEATING AND COOLING	<ul style="list-style-type: none"> • Replace boiler with High efficiency boiler • Boiler to meet Energy Star Standards • Remove and dispose of old boiler • Pull City Permits as required. 	\$ _____
FLOORING	<ul style="list-style-type: none"> • Remove & dispose of carpet/flooring in units # 3, #6, #7, #8 • Install vinyl planks in Units # 3, #6, #7, #8 • Brand-Gravity Luxury Vinyl Plank • Color: Smokey • Remove & dispose of carpet/flooring in Common areas • Front & back entry and hallway and upper level hallway 	\$ _____

	<ul style="list-style-type: none"> • Install vinyl planks in common area • Brand-Gravity Luxury Vinyl Plank • Color: Smokey 	
FLOORING-STAIRS	<ul style="list-style-type: none"> • Remove and dispose of carpet/flooring • Replace/repair subfloor if needed • Install carpet in front and back stairwells • Commercial grade carpet (Min. 28 oz) with warranty • Color TBD 	\$ _____
UNIT DOORS	<ul style="list-style-type: none"> • Remove and dispose of doors keeping all deadbolt locks • Install solid core fire rated (per code) unit doors • Install deadbolt from previous doors • Install new handles on doors • Replace threshold • Paint doors if needed • Trim doors as needed • Units #1-#8 	\$ _____
WEST DOOR TO BUILDING	<ul style="list-style-type: none"> • Remove and dispose of door keep all locks • Install new door with window per code • Replace threshold • Paint • Color TBD • Trim door as needed • Paint all other exterior doors to match 	\$ _____
INTERIOR COMMON CEILINGS/WALLS Main Floor/2 nd Floor	<ul style="list-style-type: none"> • Repair ceilings/walls in common area that are cracking and sagging in all hallways, stairwells and front and back entry's • Paint all common area • Color: Kilm Beige Sherwin Williams • Replace access door between floor in back stairwell with a security door including deadbolt. 	\$ _____
INTERIOR PAINT UNIT WALLS/CEILINGS	<ul style="list-style-type: none"> • Patch holes • Repair plaster as needed • Paint all common area • Wall Color: Kilm Beige Sherwin Williams • Ceiling Color: White • Units #1-#8 	\$ _____

INTERIOR BASEMENT WALLS/FLOOR	<ul style="list-style-type: none"> • Seal all interior basement walls with Drylok Paint • Color: TBD • Paint floor with Epoxy Coating • Product Color TBD • Paint Storage Units Color TBD 	\$ _____
INTERIOR KITCHEN	<ul style="list-style-type: none"> • Remove and dispose of cupboards and counters • Install FGT Cabinetry • Color: Mercury White • Countertops • Color: TBD • Install new stainless-steel sinks • Install new shut off valves under kitchen sinks • Units #1-#8 	\$ _____
INTERIOR BATHROOM	<ul style="list-style-type: none"> • Remove and dispose of bathtubs, surround, lighting, toilet • Install bathtubs, surround, lighting and new toilets. • Install new shut off valves for toilet, bathroom sink, bathtub • Bathtub Color: White • Surround: Tile • Toilet Color: White • Surround Color: TBD • Units #1-#8 	\$ _____
SECURITY CAMERAS	<ul style="list-style-type: none"> • Remove current security system-return all parts to owner • Install new system including recorder, 10-15 cameras, wiring. labor. • Must be compatible with our current software. (currently with Electro-Watchman) • Brand HIKVISION 	\$ _____
INTERCOM SYSTEM	<ul style="list-style-type: none"> • Remove current intercom system-dispose of all parts • Install new apartment intercom system • Brand TBD 	\$ _____
Interior Wall Unit #3	<ul style="list-style-type: none"> • Open up wall • Repair wall between kitchen bedroom and bathroom where the paint is bubbling. • Repair plumbing in wall if needed. 	\$ _____

CAP Agency Bid Form

COMPANY NAME _____

1. The undersigned, having carefully examined the Project Specifications prepared by the CAP Agency, hereby proposes, and if this proposal is accepted, agrees to enter into a contract with Scott Carver Dakota CAP Agency Inc. to furnish all material **(including sales tax)**, labor, skill, tools and equipment for the **Bryant Ave.-Rehabilitation Project, South St. Paul in Dakota County, MN.**

All work shall be in strict accordance with the plans & specifications for the following sum:

Base Bid Cost of the Project:

_____ Dollars (\$ _____)

Contractor Acknowledgement & Acceptance of the bid pricing in this document:

Company: _____
 By (print): _____
 Signature: _____
 Title: _____
 Address: _____
 Phone: _____
 Date: _____

RECEIPT AND WAIVER OF MECHANIC’S LIEN RIGHTS

Dated: _____

The undersigned hereby acknowledges receipt of the sum of _____
 (amount of money)

CHECK ONLY ONE

- 1. _____ as partial payment for labor, skill, and material furnished.
- 2. _____ as payment for all labor, skill, and material furnished or to be furnished \$ _____ retainage.
- 3. _____ as full and final payment for all labor, skill, and material furnished or to be furnished to the following real property:

 (address)

And for the value received hereby waives all rights acquired by the undersigned to file or record mechanic’s liens against said property for labor, skill, or material furnished to said property (only for the amount paid if box 1 is checked, and except for retainage shown if box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full:

Note: If this instrument is executed by a Corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Company Name: _____

Signature: _____

Title: _____

Company Address: _____

Forward to:
 CAP Agency
 712 Canterbury Road S.
 Shakopee, MN 55379
 Attn: Eric Gentry

RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section [16C.285](#), subdivision 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 minimum criteria set forth below. 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.

1. The Contractor:
 - i. is in compliance with workers' compensation and unemployment insurance requirements;
 - ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
 - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.

2. The contractor or related entity is in compliance with and, during the three-year period before submitting 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, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
 - ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section [177.27](#);
 - v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

3. 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 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; and*
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.

*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.

Certification

By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:

- 1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),**
- 2. I have included Attachment A-1, and**

 Contractor Company Name

 Date

 Authorized Signature of Owner or Officer

 Printed Name

 Title

ATTACHMENT A-1:FIRST-TIER SUBCONTRACTOR LIST

(Initial List)

SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE

Minnesota Statutes, Section [16C.285](#), subdivision 5. A prime contractor or subcontractor 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.