

GENERAL TERMS AND CONDITIONS

1. **SOLICITATION INQUIRES:**

Vendors shall promptly notify MAC's Buyer, *(name of buyer), in writing via e-mail or fax, at (email address and fax number)*, of any ambiguity, inconsistency or error which is discovered upon examination of the solicitation documents no less than seven (7) days prior to the bid due date. Telephone inquiries or unsolicited visitation by Vendors or their representatives will not be responded to.

2. **COMPETITION IN RESPONDING:**

MAC desires and encourages free and open competition among responsible Vendors. Whenever and wherever possible, MAC specifications, Solicitation terms and conditions are designed to accomplish such competition, consistent with the necessity to satisfy MAC's needs and the accomplishment of a good economical operation. Any evidence of collusion among Vendors in any form designed to defeat competitive bidding will be reported to appropriate authorities for investigation and appropriate action. Suggestions from Vendors regarding requirements of Solicitation procedures are welcomed and will be given careful consideration.

3. **TGB VENDOR PREFERENCE:**

In accordance with Minn. Stat. §473.142, Certified Targeted Group Businesses may receive *up to a six percent (6%) preference* on the basis of award for this Solicitation. Targeted Group Businesses (TGB) Vendors must be certified prior to submission of Response.

MAC acts affirmatively to promote and enter into Contracts with TGBs. A TGB is a small, Minnesota-based business which is at least 51% owned and controlled by women, people of color, and/or people with disabilities. The successful Vendor will cooperate with MAC in meeting MAC's commitments and goals with regard to the maximum utilization of TGBs whenever possible in the performance of this Solicitation.

For questions concerning certification of TGB, contact Anita Bellant, Diversity Manager (612) 726-8196.

Project may have specific TGB goals established. % given for sub contractors, or % of products included in contract must be supplied from TGB vendors. Detail these goals in project specific conditions. The goals must be outlined and evaluated on the adherence to this requirement.

4. **COST OF RESPONSE PREPARATION:**

MAC will not reimburse the cost of preparing, presenting, or providing any Response. Responses submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

5. **SCOPE OF WORK:**

Any deviation from this SOW must be clearly indicated by the Vendor, otherwise the Response will be considered to be in strict compliance, and the Vendor will be held responsible therefore. When brand name or manufacturers' numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the Solicitation states: "No substitute". Responses will be considered on other makes, models, or brands having comparable quality, style, workmanship and performance characteristics. Alternate Responses must meet or exceed the original specifications.

6. **ADDENDUM:**

If it is necessary to revise any part of the Solicitation, or if additional data is necessary to enable the exact interpretation of provisions of this Solicitation, an Addendum will be provided to all vendors. Only changes made in writing, via Addendum, will be valid.

7. **ALTERATIONS OR ERASURES:**

A Response containing an alteration or erasure of any price contained in the Response will be rejected, unless the alteration or erasure is crossed out and the correction thereof printed or typewritten adjacent to the correction and initialed by the person signing the response. ***Responses made in pencil will be rejected.***

8. **IDENTIFICATION OF OFFER:**

Vendors shall indicate brand name, trademark, catalog number, model, etc., as applicable, on the Response form covering the product they are offering and proposing to furnish. If not indicated, it will be considered that the make and model given as a reference will be supplied.

9. **AUTHORIZED SIGNATURE:**

The Response must be completed, and must be fully and properly executed and signed by an officer or other authorized representative, who shall state his or her title and the name of the firm or business. All lines must be completed.

Proof of authority of the person signing the Response, as described in this paragraph, must be **furnished upon request**. If the Vendor is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney shall be furnished. If the Vendor is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If the Vendor is a proprietor, and the person signing the Response is an individual other than the owner, a letter of authorization signed by the owner shall be furnished.

10. **FACSIMILE, ORAL, OR E-MAIL:**

Facsimile, oral, e-mail Responses will not be considered unless specifically authorized by MAC in the solicitation.

11. **MODIFICATION OR WITHDRAWAL OF RESPONSES:**
Responses resulting from this Solicitation may be modified or withdrawn prior to the time set for the opening. After the time set for the opening, no Response may be modified or withdrawn.
12. **CANCELLATION:**
Unless otherwise stated in Project Specific Terms and Conditions, any Contract entered into as a result of this Solicitation may be canceled by MAC without cause upon 30 days written notice prior to the effective date of cancellation. Cancellation may be in whole or in part. MAC's right to cancel hereunder shall be in addition to all other rights and remedies available to MAC under this order or otherwise
13. **CHANGE ORDERS:**
MAC may at any time by a written contract supplement, make changes within the general scope of the contract. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the contract delivery schedule and cost, and the Vendor shall be notified in writing accordingly. Any claim by the vendor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt of the notification of change. Either party may propose adjustments. If the vendor seeks an adjustment, the vendor must request such adjustment in writing.
14. **PRICES:**
Prices shall be submitted in United States currency. Responses shall be irrevocable for (fill in number of days (60 or 120)) days following submission deadline date unless otherwise stated in the Solicitation. This will allow time for MAC to review the Responses and initiate a purchase order or contract accepting the terms and conditions in the Response of the selected Vendor. For each product or service, a unit price and a total price for the quantity must be stated. In case of error in the extension, the unit price prevails. No more than one unit price may be indicated on any one item. Price reductions/rebates shall be granted whenever they become available. Responses containing an "escalation clause" will not be considered unless specifically authorized by MAC in the solicitation. An escalation clause is a provision which permits the adjustment of contract prices by a given amount or percentage if certain specified contingencies occur, such as changes in the Vendor's raw material or labor costs.
15. **CONTRACT PROCESS:**
A Response to any Solicitation is an offer to Contract with MAC based upon the terms, conditions, and specifications contained in MAC's Solicitation. Solicitations or Responses do not become Contracts unless and until MAC's Purchasing Office executes a purchase order. The purchase order and any contract or agreement will contain the terms and conditions of the Solicitation

unless modified by written agreement between MAC's Purchasing Manager and the Vendor.

16. **PAYMENT TERMS:**

A prompt pay discount offered by the Vendor for less than 30 days will not be considered in making the award. MAC's standard payment terms are net 30 days from completion of the job or service, the date merchandise is received or date of invoice, whichever is later. However, Vendor may offer a discount for early payment on the Response form.

17. **SALES/USE TAX:**

MAC is subject to a 6½% Minnesota Sales/Use Tax. Taxes are to be quoted as a separate line item on the Response form. All tax forms can be found on the Minnesota Department of Revenue web-site at <http://www.taxes.state.mn.us/>. Installation is taxable. Delivery and Handling charges are part of the sale price and are taxable. Reference the appropriate Tax Fact Sheet. The Minnesota Sales and Use Tax Instruction Booklet and Sales Tax Fact Sheets 142 (Sales to Governments), 152 (Labor) and 155 (Delivery Charges) are located on the above web-site.

18. **DELIVERY COST AND TIME:**

The cost of delivery (freight, shipping, etc.) shall be listed separately from the cost of the merchandise or product. Delivery time offered is to be stated by the vendor in the space provided on the response form.

When delivery time is an important factor, the Solicitation will so specify, and in such cases delivery may be a factor in the award. MAC reserves the right to reject a lower bid price offering delayed or protracted delivery in favor of a higher bid price offering more timely delivery.

19. **F.O.B:**

Prices shall be F.O.B. destination to the delivery location designated herein. Vendor shall retain title and control of all items until they are delivered. All related charges shall be filed by the vendor.

20. **PACKAGING AND PACKING:**

If not specifically stated in the Solicitation or specifications, packaging and packing shall conform to the best commercial practices and shall be adequate to insure delivery in good condition at the lowest applicable transportation rate. Item(s) shall be marked and packing slips included permitting checking of shipments against purchase orders and invoices.

21. **TITLE AND RISK OF LOSS:**

The title and risk of loss shall not pass to MAC until MAC actually receives the item(s) at the point of delivery, unless otherwise provided within this Solicitation.

22. **INSPECTION:**

The Item(s) shall be subject to final inspection and acceptance by MAC. Any item(s) failing to conform to the specifications shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor.

23. **GUARANTEE:**

Vendor shall guarantee their product and material as to quality, capacity, and performance, and to be free of defects in design, material and workmanship. The standard manufacturer's warranty shall apply unless specified differently in the Solicitation.

24. **LIENS:**

The item(s) and other deliverables supplied to MAC under the Contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by MAC. Upon MAC's request, the Vendor shall provide a formal release of all liens.

25. **PROFESSIONAL LICENSES:**

Vendor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to the Contract.

26. **ASSIGNMENT-DELEGATION:**

No right or interest in the Contract shall be assigned by the Vendor, and no delegation of any duty of the Vendor shall be made without prior written permission of MAC's Purchasing Manager or designee. MAC shall not unreasonably withhold approval and shall notify the Vendor of MAC's position within 15 days of receipt of written request by the Vendor.

27. **SUBCONTRACTS:**

No subcontract shall be entered into by the successful Vendor after a Contract has been executed without advance written notice given to either the MAC Project Manager or the Purchasing Manager for review and approval. As part of Vendor Responses to the Solicitation, Vendors are asked to list any subcontractors to the project. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for Contract performance whether or not subcontractors are used. MAC shall not unreasonably withhold approval and shall notify the vendor of MAC's position within 15 days of receipt of written request by the Vendor.

28. **NON-COLLUSION:**

In responding to the Solicitation, the vendor affirms, under penalty of perjury, that their Response has been arrived at independently and has been submitted without collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services as described in Solicitation, designed to limit independent quoting or competition. The contents of the Solicitation have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety or any bond furnished with their Response and will not be communicated to any such person prior to the official opening of the Request for Response. Vendor shall submit an AFFIDAVIT OF NON-COLLUSION for Responses totaling more than \$50,000.00.

29. **INDEMNIFICATION:**

To the fullest extent permitted by law, Vendor does hereby covenant and agree to indemnify and hold harmless MAC and its Commissioners, officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees) of any nature whatsoever arising out of or as a result of Vendor and Vendor's Subtenants operations at or about the Premises and the Airport, or the acts or omissions of Vendor and Vendor's Subtenants officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur.

MAC shall give Vendor reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, Vendor shall use legal counsel reasonably acceptable to MAC. MAC, at its option, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. Vendor and Vendor's Subtenants, at their expense, shall provide to MAC all information, records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.

This provision shall survive expiration or earlier termination of the Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit Vendor's obligations under this Agreement.

As a distinct and separate indemnification obligation, Vendor shall defend, indemnify and hold MAC harmless from any claims or liabilities as a result of Vendor's failure to procure and to keep in force the insurance required as part of this Agreement.

Vendor shall not use or permit the Premises to be used in any manner that would void Vendor or MAC's insurance or increase the insurance risk. Vendor shall comply with all requirements imposed by the insurers for MAC and Vendor.

30. **PATENTS, COPYRIGHTS, ETC:**

The successful Vendor shall hold and save MAC, its officers, agents, servants and employees, harmless from liability of any kind of nature, for or on account of, the use of any copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of this Contract. The successful Vendor shall agree with MAC in the event of suit or suits against MAC asserting patent infringement or infringements with respect to said item/material or any part thereof, to defray all costs, disbursements and expenses, including reasonable attorney fees, incurred by MAC in connection with such suit or suits, and to indemnify and save MAC harmless in all such suits. In all above matters, Vendor shall be required to use counsel acceptable to MAC.

31. **ACCEPTANCE/REJECTION:**

Notwithstanding any other provision of the Solicitation, MAC reserves the right to:

- a. waive any immaterial defects or informality; or
- b. reject any or all Responses or portions thereof; or
- c. reissue the Solicitation.

32. **ENVIRONMENTAL PREFERABLE PRODUCTS:**

The MAC is committed to purchasing goods and services that have a lesser or reduced effect on human health and the environment when compared with other goods and services that serve the same purpose.

33. **CURE:**

It is understood and agreed by the parties that MAC has the right to inspect the goods and services ordered within a reasonable time after they are delivered or services provided and Vendor will be notified by MAC after completion of inspection if the goods or services are found to be in defect. The Vendor will then have not more than 10 days to cure such defect.

34. **RELATIONSHIP OF PARTIES:**

It is understood and agreed that nothing in this specification or the contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting Vendor as the agent, representative or employee of the MAC for any purpose or in any manner whatsoever. Vendor is to be and shall remain an independent contractor with respect to all services performed under this specification and contract.

35. **SEVERABILITY:**

The provisions of the Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

36. **DEFAULT:**

A MAC purchase order constitutes a binding Contract. The terms and conditions of the Solicitation shall become a part of the Contract. Any failure, delay or non-

occurrence of a term by the Vendor will be considered a default. MAC, at its sole discretion, may elect to resolve the default by enacting any or all the following options:

- a. Cancel the Contract or any portion thereof; or
- b. Purchase item(s) elsewhere and collect the difference from the defaulting Vendor.

For consistent failure to comply with the terms and conditions, MAC may suspend the Vendor from future MAC business or awards. For failure to reimburse MAC for any costs incurred while resolving a default, MAC may suspend the Vendor from future MAC business or awards.

37. **AUDIT:**

Vendor shall keep at their principal office, in a system acceptable to MAC, accurate books, accounts, records and documents relevant to the work conducted under the contract, and shall keep such information for a period of six calendar years. MAC and the legislative auditor shall have the right at all reasonable times during the business hours of Vendor to inspect the books, accounts, records, documents and accounting procedures and practices relative to work conducted under the contract.

38. **FORCE MAJEURE:**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of Force Majeure occurrence in accordance with the Force Majeure term and condition.
- b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

39. **GOVERNING LAW:**

This Solicitation and any ensuing Contract or purchase order shall be governed by the Laws of the State of Minnesota.

40. **JURISDICTION AND VENUE:**

This Solicitation and any ensuing Contract, and the Laws of the State of Minnesota, USA, thereto, shall govern amendments and supplements. Venue for all legal proceedings arising out of this Contract or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Ramsey or Hennepin County, Minnesota.

41. **NON-EXCLUSIVE:**

This contract is non-exclusive unless otherwise stated in the following specifications. If MAC's need is better met outside of this contract, MAC may proceed in an appropriate manner.

42. **EMERGENCY PURCHASES:**

MAC reserves the right to purchase from other sources those services which are required on an emergency basis and cannot be supplied immediately by the Vendor.

43. **RFP PROCESS:**

MAC has developed a review and evaluation process as described herein. Each proposal will be evaluated to determine how well it meets the Evaluation Criteria outline in this document.

- A. **Minimum Requirements:** The first step in evaluating the proposal will be to determine if it meets the minimum requirements outline in this document. Those proposals failing to meet the minimum requirements, including completeness, format and content may be reject without further evaluation.
- B. **Verification/Clarification:** Verification and substantiation of all information presented in each proposal will be completed during the course of the evaluation process. Proposers may be asked to revise, clarify and/or provide additional information during the proposal review process. These requests will require prompt action by the proposer. MAC is not required to ask for clarification or verification on any part of the proposal response.
- C. **Evaluation:** The proposals not rejected will be evaluated by the Evaluation Team according to the Evaluation Criteria. The Evaluation Team consists of MAC staff and other evaluators as the Commission determines appropriate.
- D. **Evaluation Matrix and Procedures:** MAC intends to award the contract to the proposer MAC believes to be the best for MAC when considering the entire Proposal submitted. Price will not be the sole determining factor. Rather, MAC will utilize the evaluation matrix criteria described in this document. Points will be assigned based up on the Vendors strengths in those areas as interpreted by the Evaluation Team.
- E. **Interviews and Demonstrations:** If the Evaluation Team deems it necessary, it may select some or all proposals as finalists and conduct product demonstrations and/or oral interviews.
- F. **Staff Recommendation:** The Evaluation Team will make its recommendation for award to the Management & Operations (M&O) Committee. The recommendation memo is mailed to the M&O Committee members approximately one week before the meeting at which the recommendation will

be considered. The Commission is not bound by the Evaluation Team or Staff recommendation.

- G. Commission Decision: The Commission's M&O Committee will consider the Evaluation Team's and MAC Staff's recommendation and will make their recommendation to the Full Commission. The Full Commission makes the final selection decision. Commission approval allows staff to negotiate a contract with the selected vendor. Any proposer may request to speak at either the M&O Committee meeting or at the Full Commission meeting.
- H. Award of Contract: MAC will notify the successful proposer the results of the Commission approval and recommendations. Contract language will be reviewed and agreed upon by both parties.
- I. Execution of Agreement: MAC may negotiate any changes in the offer deemed in the best interest of MAC. The Proposer must submit the Performance and Payment Bond and Insurance Certificate to MAC before the execution of the Agreement. Once the bond and insurance certification have been received by MAC and both parties agree to all terms in the agreement, two copies of the contract are created. Both copies of the contract are signed by the Vendor and sent to MAC. MAC will sign both agreements and send on of the originals back to the Vendor for their records.

44. **DATA PRACTICES LANGUAGE:**

Data Practices Act

A. Treatment of Proposal Data

Data submitted to MAC by proposers is governed by the Minnesota Government Data Practices Act. Under Minn. Stat. § 13.591, the following rules apply: Once a proposal is opened, the name of the proposer becomes public. All other information in the proposal, including any price information, does not become public until MAC has completed negotiating the contract with the selected proposer. Therefore, most proposal information does not become public until after the Commission awards the contract and the contract has been negotiated.

When the Commission has negotiated a contract with the successful proposer, the evaluative data (data created or maintained by MAC as part of the evaluation process) and information in the proposal becomes public, with the exception of trade secret data. In order to qualify as trade secret data, all of the provisions set forth in Minn. Stat. § 13.37 must be met. Trade secret is defined as:

government data, including a formula, pattern, compilation, program, devise, method, a technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper

means by, other persons who can obtain economic value from its disclosure or use.

A statement by a proposer that his or her data is copyrighted or otherwise protected does not prevent public access to the data in the proposal at such time that the data would otherwise become public.

During the proposal evaluation process, proposers cannot look at proposals submitted by other proposers or data created by MAC as part of the selection or evaluation process. During that process, MAC staff, outside experts who have signed confidentiality agreements and MAC Commissioners may be informed of the data in the proposals and may view the proposals. Proposers may discuss their own specific proposals with MAC Commissioners, but MAC Commissioners are not able to reveal the contents of the other proposals. However, in the public Committee and Commission meetings of the MAC, Commissioners are able to discuss any information submitted in the proposals to the extent reasonably necessary to conduct the business at hand. The data, however, retains its classification as private or nonpublic.

If all responses to an RFP are rejected by the Commission prior to “completion of the evaluation process,” all proposal data, other than that which was made public at the time of proposal opening, remains private or nonpublic until a re-solicitation of the RFP results in completion of the evaluation process or a determination is made to abandon the process. If the rejection occurs after “completion of the evaluation process,” the data remains public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data then becomes public.

B. Acknowledgement

By submitting a proposal, the proposer acknowledges that all information is subject to potential disclosure and agrees that MAC will have no liability for any such disclosure.

C. Data on Individuals

Persons who supply data about themselves in response to this RFP are entitled to know the following information under the Minnesota Government Data Practices Act:

1. The information requested will be used to evaluate the proposals;
2. The proposer is not legally required to supply this information;
3. Failure to supply information may result in a determination by MAC that the proposal is non-responsive; and

4. The public is authorized by law to receive information that is not classified by law as private, confidential, or nonpublic data.
45. **NON-DISCRIMINATION:**
MAC hereby notifies all Vendors that it does not discriminate in the selection of Vendors on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The successful Vendor must agree to comply with all applicable federal, state and local equal opportunity and affirmative action laws, directives and regulations
46. **AFFIRMATIVE ACTION REQUIREMENTS:**

**METROPOLITAN AIRPORTS COMMISSION
CERTIFICATE OF COMPLIANCE REQUIREMENT**

FOR CONTRACTS OVER \$100,000

BUSINESSES WITH MORE THAN 40 MINNESOTA EMPLOYEES

Consistent with Minnesota Statute §473.144, the Metropolitan Airports Commission (“MAC”) will not execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees **within Minnesota** on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority person, women, and qualified disabled individuals that has been approved by the Commissioner of the State of Minnesota, Department of Human Rights. A certificate of compliance from the Commissioner of Human Rights signifies that a business has an approved affirmative action plan.

BUSINESS WITH MORE THAN 40 EMPLOYEES OUTSIDE MINNESOTA

Further, MAC will not execute a contract for goods or services in excess of \$100,000 with any business that has more than forty (40) full-time employees on a single working day during the previous twelve (12) months **in the state where the business has its primary place of business**, unless the business certifies to MAC that it is in compliance with federal affirmative action requirements.

ALL BUSINESSES

Each business that wishes to remain in competition for the contract must submit documentation indicating its compliance or exemption from the above requirements within 5 MAC business days following the opening of bids or proposals. It is recommended that each business that does not have a Certificate of Compliance refer to the Minnesota Department of Human Rights website, www.humanrights.state.mn.us/employer_compliance.html and apply for a Certificate of Compliance as soon as possible.

"AFFIRMATIVE ACTION REQUIREMENTS"

"It is hereby agreed between the parties that Minnesota Statute Section 473.144, and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modifications of it. A copy of Minnesota Statute Section 473.144 and Minnesota Rules, Parts 5000.3400 to 5000.3600, is available upon request from the Metropolitan Airports Commission. Failure by [vendor/vendor/proposer/bidder] to implement an affirmative action plan or make a good faith effort may result in suspension or revocation of its certificate of compliance."

"AFFIRMATIVE ACTION FOR DISABLED WORKERS"

- (a) The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with applicable Minnesota Statutes and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the vendor is bound by the terms of Minnesota Statutes, Section 473.144 and applicable Minnesota Rules, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."