



**PROPERTY CLEANUP, DEMOLITIONS, AND DISPOSAL
REQUEST FOR QUOTE
LOCATED IN ST.CLOUD, MELROSE, AND PAYNESVILLE
FOR STEARNS COUNTY, MN
PROJECT 23-16**

DUE DATE: 11:00 AM, CT, Thursday, June 1, 2023

PROJECT INFORMATION: The County of Stearns is seeking quotes to provide property cleanup at three (3) locations and building demolition on two (2) of the three (3) properties from qualified licensed contractors. The properties are in the cities of St. Cloud, Melrose, and Paynesville, MN. Service to include, but is not limited to, rubbish and abandoned property removal, demolition, and disposal of specified structures, removal of shrubs, removal of water and sewer lines to curb and backfill, level, regrade, and seeding of property. The Contractor will be responsible for all materials, necessary labor, and equipment to perform this Project.

COMPLETION TIME: September 1, 2023.

DOCUMENTS: To obtain documents online, please visit [Bids & Tenders](#). You can preview the quote documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner. For step-by-step instructions on how to create an Account, please refer to the Vendor Support Portal. If you encounter technical issues, please contact support@bidsandtenders.ca or 1-800-594-4798.

PRE-QUOTE MEETING AND SITE VISIT: Three (3) non-mandatory pre-bid meetings will be held consecutively on **Tuesday, May 16, 2023**, at the following times and locations:

- 8:00 AM – 8:45 AM CT - 229 25th Ave. N. St.Cloud, MN 56303
- 9:45 AM – 10:30 AM CT – 106 3rd St.SW Melrose, MN 56352
- 11:30 AM – 12:15 AM CT – 617 Koronis Ave., Paynesville, MN 56362

The Bidder should meet on the sidewalk in front of the property. **All prospective bidders are recommended to attend this meeting to become familiar with the Project.**

QUOTE SUBMITTAL: ELECTRONIC QUOTE SUBMISSIONS ONLY shall be received by the Bidding System online through Bids & Tenders not later than **11:00 AM CT, Thursday, June 1, 2023**. Hardcopy submissions are not permitted

AWARD: The County reserves the right to award the Contract to one or multiple vendors. Each property will be awarded based on lowest responsive and responsible bidder. Quotes submitted in response to this RFQ shall be valid for sixty (60) calendar days. The County of Stearns reserves the right to reject any or all quotes, to waive informalities, to award the Contract in whole or in part, and to award to the Vendor the County determines is in the County's best interest.

NOTIFICATION: This Request for Quote is issued by Jennifer Butkowski, Procurement Buyer

PROPERTY CLEANUP, DEMOLITIONS, AND DISPOSAL
REQUEST FOR QUOTE
LOCATED IN MELROSE, PAYNESVILLE, AND ST.CLOUD
FOR STEARNS COUNTY, MN
PROJECT 23-16
INSTRUCTIONS AND GENERAL TERMS AND CONDITIONS

CONTRACTOR'S REPRESENTATIONS

By making a quotation, the Contractor represents that he or she has read and understands the requirements and that the quotation is made in accordance with these instruments. The Contractor also represents that he or she has visited the site, become familiar with local conditions under which the work is to be performed, and has correlated the Contractor's personal observations with the requirements of the Quotation Request. The Contractor understands that his or her quotation is based upon the materials, equipment, and systems required by the Quotation Request.

SUBMITTAL PROCEDURES

All Vendors shall have a Bidding System Vendor account and be registered as a Plan Taker for this Quote opportunity, which will enable the Vendor to download the Quote Call Document, receive Addenda email notifications, and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via Email regarding this Quote, or if a Vendor has obtained this Quote Document from a third party, the onus is on the Vendor to create a Bidding System Vendor account to be registered as a Plan Taker for the quote opportunity.

ELECTRONIC QUOTE SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted. <https://stearnscountymn.bidsandtenders.net/Module/Tenders/en>

Vendors are cautioned that the timing of their Quote Submission is based on when the Quote is RECEIVED by the Bidding System, not when a Quote is submitted, as Quote transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your Quote Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Vendors should contact [Bids & Tenders](#) support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems. The Bidding System will send a

confirmation email to the Vendor advising that their bid was submitted successfully. If you do not receive a confirmation email, contact Bids & Tenders support at support@bidsandtenders.ca.

Late Quotes are not permitted by the Bidding System.

Vendors may edit or withdraw their Quote Submission prior to the closing time and date. However, the Vendor is solely responsible to ensure the re-submitted Quote is received by the Bidding System no later than the stated closing time and date.

Unless otherwise stated in the specifications, the County reserves the right to award the Contract in whole or in part, whichever is in the best interest of the County. All tie quotations shall be resolved in a manner which is in the best interest of the County.

INQUIRIES

It shall be the responsibility of the Vendor to inquire about any portion of the RFQ that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted except to confirm the delivery of the proposal or written correspondence. All questions concerning the RFQ must reference the page number, section heading, and paragraph. Questions related to this Quote are to be submitted to the Procurement representative through the Bidding System (Bids and Tenders) only by clicking on the "Submit a Question" button for this specific bid opportunity.

All inquiries, questions, or clarifications must be submitted no later than seven (7) calendar days prior to the due date of this RFQ. 11:00 AM CT, **Tuesday, May 9, 2023**. Those inquiries, questions, or clarifications submitted after this date will generally not be answered. Procurement may, however, field purely procedural questions, questions about Stearns Procurement issued addenda, or questions involving a Proposer withdrawing its response before the RFQ submission deadline.

ADDENDA

Interpretations, corrections, and changes to the RFQ will be made by the County using an addendum. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes.

Any Addenda to this RFQ will be issued in writing and posted to Bidding System (Bids and Tenders). No oral statements, explanations, or commitments shall be provided. Contractors must return Confirmation of Receipt of Addenda with their proposals noting receipt of any addendums that may be issued.

All inquiries will be responded to within three (3) business days. An addendum may be issued at any time, withdrawing the request for quotes or postponing the quotation's due date.

QUOTE SUBMITTAL

1. ELECTRONIC QUOTE SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted.
<https://stearnscountymn.bidsandtenders.net/Module/Tenders/en>
2. In case of discrepancy between unit prices and the extended figures, the unit price shall govern.
3. All Quotes are to include the prices to furnish all: materials, equipment, tools, and all other facilities, as well as all labor and services necessary or proper for the completion of the work.

PERFORMANCE AND PAYMENT BONDS

State of Minnesota Statutes requires the Contractor to furnish a performance bond and a separate payment bond, each for 100% of the contract amount, for all public work projects **in excess of \$175,000.00**. These bonds will guarantee the faithful performance of the Contract and the payment of all labor, mechanics, subcontractors, and material. These bonds must be submitted before any work under the Contract may commence and shall be in force until completion of the Contract and acceptance of the work by the County and for thirty (30) days following the completion date. The performance bond shall be furnished by a corporate surety company authorized to do business in the State of Minnesota and acceptable to the County, subject to the approval of the County Attorney as to form. The Contractor is advised that the AIA 312 Performance Bond is not acceptable. An AIA 311 Performance Bond is acceptable. The AIA 312 Payment and Materials Bond is acceptable.

SALES TAX

The County of Stearns is not subject to Federal Excise Tax. Purchases made by the County are exempt from 6.875% Minnesota Sales Tax. Certain purchases may not be exempt under Minnesota Statute due to the competitive nature of the service; Refer to the Minnesota Department of Revenue website for more information <https://www.revenue.state.mn.us/guide/purchases>. The County of Stearns is not required to pay local sales and use taxes. At this time, the County of Stearns will not enter into a Purchase Agent Agreement with its Contractors for construction; consequently, the County does not allow the Contractor to use its tax-exempt status to purchase materials.

TERM OF THE CONTRACT

The term of the Contract shall commence on the date the Contractor has received a signed contract awarded the Contract or receipt of a signed purchase order. The contract expiration date shall be that date stated in the Contract or upon completion of all of the terms stated in the Contract or on the purchase order.

PAYMENT

Applications for payment must be submitted to the County on the Contractors' invoice. This invoice shall show the purchase order number, if any, and detail all goods or services furnished to the County. Payment will not be made for materials or services not stated in the Contract. Any changes or deviations to the Contract must be verified in writing to be valid. The County normally pays within thirty (30) days after receipt of invoice or goods, whichever occurs later.

CONTRACT TERMS AND CONDITIONS:

A sample of the County's Contract is included as Attachment B. The clauses included in the sample contract will be included in the Contract between the County and the Contractor that has been chosen to provide the Services described herein and in the Contractors' Quote. Any exceptions to the contract terms and conditions included in Attachment B must be identified in the submitted Quote.

NON COLLUSION STATEMENT

The Contractor hereby affirms that he or she is the Bidder, a partner of the Contractor, or an officer or employee of the corporation with authority to sign on its behalf. The Contractor also affirms that the attached quotation has been compiled independently and without collusion or agreement or understanding with any other vendor. The Contractor also affirms that the contents of this quotation have not been communicated by the Contractor or its agents to any person not an employee or agent of the Contractor.

RESPONSIBLE CONTRACTOR LAW

In accordance with Minnesota Statutes §16C.285, Bidders are hereby advised that the County 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. A Bidder submitting a proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate (Attachment A) within this Project Manual. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the County. A Bidder shall also submit to the County, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes section 16C.285, subdivision 3, clause 7.

A Bidder must also identify each subcontractor it intends to use on the Project. A Bidder must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form, identifying each subcontractor it intends to use as of the time of Bid submission. **THE COMPLETED FORMS MUST BE SUBMITTED WITH THE QUOTE.**

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.

If the Bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form, then the Bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Purchasing Agent.

SCOPE OF WORK
PROPERTY CLEANUP, DEMOLITIONS, AND DISPOSAL
ST.CLOUD, MELROSE, PAYNESVILLE

General Project Description: The County of Stearns is seeking quotes to provide property cleanup at three (3) locations and building demolition on two (2) of the three (3) properties from qualified licensed contractors. The properties are in the cities of St. Cloud, Melrose, and Paynesville, MN. Service to include but is not limited to rubbish and abandoned property removal, demolition, and disposal of specified structures, removal of shrubs, removal of water and sewer lines to curb and backfill, level, regrade, and seeding of property. The Contractor will be responsible for all materials, necessary labor, and equipment to perform this Project.

Site Inspection: Three (3) non-mandatory pre-bid meetings will be held **Tuesday, May 16, 2023**, at the following times and locations:

- 8:00 AM – 8:45 AM CT - 229 25th Ave. N. St.Cloud, MN 56303
- 9:45 AM – 10:30 AM CT – 106 3rd St.SW Melrose, MN 56352
- 11:30 AM – 12:15 AM CT – 617 Koronis Ave., Paynesville, MN 56362

All prospective bidders are recommended to attend this meeting to become familiar with the Project.

Property Location:

Location	Summary Description of Scope
SAINT CLOUD: 229 25 th Ave. N. St.Cloud, MN 56303 PIN#:82.52803.000	Demolish house and garage, cleanup, and disposal
MELROSE: 106 3 rd St.SW Melrose, MN 56352 PIN# 66.36735.000 & 66.36736.00	Demolish garage only, cleanup and disposal
PAYNESVILLE: 617 Koronis Ave., Paynesville, MN 56362 PIN# 70.39273.000	Cleanup and disposal

Contractor Qualification Requirements:

- A. Contractor must be a commercial contractor or excavator licensed by the City of St. Cloud and the State of MN. Contractor shall submit proof of their commercial Contractor or excavator license with quotation submittal.
- B. Removal of city water and sewer lines must be performed by a State of MN licensed plumber. The Contractor shall submit plumber information on Subcontractor Tier-1 Attachment A

General Requirements for all Properties:

- A. Cost to include all necessary labor, equipment, and permits to complete work.
- B. Contractor shall provide for the safety of the public throughout the Project and shall furnish all temporary sidewalks, barricades, covers, and other temporary structures necessary for the proper and safe conduct of the work or as required by law and removal of same without additional compensation.
- C. Work is to be performed during daylight hours only, and the Contractors' work should give due consideration to minimizing disruptions to the adjacent properties.
- D. The Contractor will properly dispose of all waste material at a Minnesota Pollution Control Agency (MPCA) permitted landfills or transfer stations.
- E. The County will pay actual disposal and recycling costs to the Contractor upon receipt of receipts. Contractor must provide details of the number of loads, a description of each load, and the end location. Cost submitted for reimbursement shall not exceed the total estimated MPCA disposal fee quoted.
- F. Contractor can retain all monies received for the sale of scrap or surplus. The Contractor must provide receipts of all items sold or scrapped.
- G. If any household hazardous waste or other hazardous waste is encountered during the cleanup, the Contractor will immediately notify the County. The County will remove any hazardous waste.
- H. The Contractor will immediately notify the Stearns County Sheriff's Department if any firearms or explosive material is found during the cleanup.
- I. The curbs and sidewalks along City streets shall **not** be removed and shall be protected from damage by equipment.

Additional Specifications By Locations:

ST CLOUD PROPERTY

229 25th Ave. N. St.Cloud, MN 56303

Background: The property was forfeited by Stearns County and is owned by the State of Minnesota. The property comprises of a single-family residence and a detached garage. The property has been vacant for several years, and the buildings are unfit for human habitation and endanger the health and safety of the public. Aerial photos, property pictures, and asbestos reports are enclosed. See Attachment C.

- A. Contractor shall demolish and remove all buildings, including personal property, located inside and outside of the buildings.
- B. Contractor is responsible for obtaining and submitting to the State of Minnesota Notification of Intent to Perform Demolition. See Attachment F.
- C. Property has been inspected, and a qualified Abatement Service Company has removed all Asbestos. See Attachment C
- D. Contractor is responsible for being familiar with the requirements for demolition, adhering to said requirements, and obtaining all permits. Permit costs shall be included in the demolition and cleanup quotation.
- E. Contractor shall demolish and remove all building walls, including interior foundation walls, partition walls, columns, piers, beams, footings, caissons, or other projections, pipes, furnaces, boilers, and other fixtures, and all wood, furniture, rubbish, personal property, and other debris.
- F. Any fencing surrounding the property is to be left as is.
- G. Contractor shall remove and dispose of miscellaneous property and other debris, including concrete, rubbish, or other trash lying within the boundary lines of the property being demolished.
- H. Contractor is responsible for removing the water and sewer lines leading from buildings being demolished to the main city line at the curb.
- I. The County will work with the power company to remove the power line and gas meter. The Contractor will verify with the County that this has been completed before starting work.
- J. Contractor is responsible for the removal of any communication lines on the property.

- K. Contractor to remove and dispose of all smaller shrubs/ trees in the middle of the property, including roots. The two (2) large trees at the front of the house and the two (2) large trees at the back of the house are not to be removed. If these trees interfere with the scope of work, you must contact the County for permission before removal.
- L. Any natural or artificial openings on the ground upon the property must be backfilled and left leveled. Backfill material shall be granular material. The granular material shall be any material or synthetic mineral aggregates such as sands, gravel, crushed rock, or slag that will pass a 6" screen and be graded from coarse to fine so that of the portion passing a one-inch sieve, not more than 20 percent, by weight, will pass the No. 200 sieves.
- M. The site shall be graded to smooth conditions easily maintained with a lawnmower.
- N. Area of work to be stripped of organics and then 4" top soil added and hydro seeded with high wear – low management turf grass seed mix.

MELROSE PROPERTY
106 3rd St.SW Melrose, MN 56352

Background: The property was forfeited by Stearns County and is owned by the State of Minnesota. The property comprises a single-family residence, a shed, and a detached garage. The property has been vacant for several years. The detached garage has structural damage and a caved-in roof, endangering the public's health and safety. The garage is the only structure to be demolished and removed from the property.

- A. Contractor shall demolish and remove the garage only. The house and small shed are not to be removed.
- B. Contractor shall remove all personal property, including any rubbish and debris located inside and outside of **all** buildings.
- C. Contractor shall remove all appliances that are not a permanent fixture of the house, including but not limited to refrigerator, stove, washer, and dryer.
- D. Contractor **must not** remove any permanent fixtures of the house or shed, including but not limited to built-in cabinets, permanent light fixtures, toilets, sinks, plumbing, electrical, or HVAC systems.
- E. Contractor is responsible for obtaining and submitting to the State of Minnesota a Notification of Intent to Perform Demolition. See Attachment F
- F. The garage has been inspected for Asbestos and found negative. See Attachment D

- G. Contractor is responsible for being familiar with the requirements for demolition, adhering to said requirements, and obtaining all permits. Permit costs shall be included in the demolition and cleanup quotation.
- H. Contractor shall demolish and remove all garage walls, including interior foundation walls, partition walls, columns, piers, beams, footings, caissons, or other projections, pipes, and other fixtures, and all wood, furniture, rubbish, personal property, and other debris for the garage building.
- I. Contractor shall remove and dispose of miscellaneous property and other debris, including concrete, granite slab, rubbish, or other trash lying within the boundary lines of the property.
- J. Contractor is to remove and dispose of all shrubs, including stumps and roots, from the property. No trees should be removed from the property. If any trees interfere with the scope of work, you must contact the County for permission before removal.
- K. Any natural or artificial openings in the ground upon the property must be backfilled, and then property left leveled. Backfill material shall be granular material. The granular material shall be any material or synthetic mineral aggregates such as sands, gravel, crushed rock, or slag that will pass a 6" screen and be graded from coarse to fine so that of the portion passing a one-inch sieve, not more than 20 percent, by weight, will pass the No. 200 sieves.
 - 1. The site shall be graded to smooth conditions easily maintained with a lawnmower.
 - 2. Area of work to be stripped of organics and then 4" top soiled add and hydro seeded with high wear – low management turf grass seed mix.

PAYNESVILLE PROPERTY
617 Koronis Ave., Paynesville, MN 56362

Background: The property was forfeited by Stearns County and is owned by the State of Minnesota. The property comprises a single-family residence and a detached garage. The property has been vacant for several years. The buildings are structurally sound and shall remain. No structures will be demolished on this property. Arial photo, see Attachment E.

- A. Contractor shall remove and dispose of miscellaneous property and other debris, including concrete, rubbish, or other trash lying within the boundary lines of the property being cleanup.

- B. Contractor shall remove and dispose of all miscellaneous property in all buildings, including furniture, clothing, lawn equipment, tools, appliances, and personal property.
- C. Contractor shall remove all appliances that are not a permanent fixture of the house, including but not limited to refrigerator, stove, washer, and dryer.
- D. Contractor **must not** remove any permanent fixtures from the house or garage, including but not limited to built-in cabinets, permanent light fixtures, toilets, sinks, plumbing, electrical, or HVAC systems.
- E. Contractor is not to remove any landscaping, including trees and shrubs.

Disposal and Recycling:

Contractor to include estimates on total disposal costs in their Quote including disposal fees. However, the County will only pay actual disposal and recycling costs to the Contractor upon receipt of paid receipts. Contractor must provide details of the number of loads, a description of each load, and the end location. County will not pay for disposal fees over the estimated amount included in the Quote.

Award:

The County reserves the right to award the Contract to one or multiple vendors. Each property will be awarded based on lowest responsive and responsible bidder. Contractors will submit quotes for each individual property. The total price per property shall include the cost of all labor, materials, permits, and equipment necessary to complete the Project as specified in the scope of work.

Attachments:

- A. Responsible Contractor Certification
- B. Form of Agreement
- C. St. Cloud Property photos and asbestos report
- D. Melrose Property photos and asbestos report
- E. Paynesville Property photos
- F. Minnesota Notification of Intent to Perform Demolition Form

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE COUNTY

PROJECT NUMBER: 23-16

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION any prime contractor or subcontractor 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...	
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:	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development 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)	<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; (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 3268. 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;*
	* 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; and
(7)	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).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.	
<p>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.</p> <p>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.</p> <p>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.</p>	

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 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement 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. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime Contractor or subcontractor that makes the false statement 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 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.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear 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,
- 2) I have included Attachment A-1 with my company's solicitation response, 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 WITH PRIME CONTRACTOR RESPONSE

COUNTY PROJECT NUMBER: 23-16 _____

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.

FIRST-TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of County where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

COUNTY PROJECT NUMBER: 23-16 _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

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 County where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of County where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>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.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT B: FORM OF AGREEMENT

SERVICES AGREEMENT

INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD

THIS AGREEMENT is made this ____ day of _____, 2020 ("Effective Date") by and between **INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD**, a **choose type of business from drop down** located at **enter Contractor's registered business address** ("Contractor"), and the **COUNTY OF STEARNS, MINNESOTA**, political subdivision of the State of Minnesota, located at Administration Center, 705 Courthouse Square, St. Cloud, Minnesota 56303("County"):

RECITALS

- A. Contractor is engaged in the business of providing **enter type of services the Contractor will provide** services.
- B. The County desires to secure a contract to provide **enter specific services the City wants the Contractor to provide**.
- C. Contractor represents that it has the expertise and capabilities to provide the County with the requested services.
- D. County desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the County and Contractor agree as follows:

AGREEMENT

1. **Services to be Provided.** Contractor agrees to provide the County with **enter type of services the Contractor will provide – same as A. above** services as described in County's Request for Quote and the Contractor's Quotation attached to this Agreement as Exhibit A and B or any supplemental letter agreements, or both, entered into between the County and Contractor (the "Services"). The Services referenced in the attached Exhibit A and B or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of **August 14, 2020**, or completion of the Project unless terminated by the County or amended pursuant to the Agreement.

3. **Consideration.** The consideration, which County shall pay to Contractor and shall not exceed ~~\$enter total \$ amount of contract~~.00, for both the Services performed by Contractor and the expenses incurred by Contractor in performing the Services, as set forth in Exhibit A and B which is incorporated into this Agreement. County shall make progress payments, based on monthly invoices from Contractor. Contractor's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by the Contractor during that billing period. Final payment shall not be made until Contractor has complied in full with the requirements of the agreement and has provided the County with lien waivers from all suppliers and subcontractors.

Payments of obligations, past due payments and disputes of obligations for the County are governed by Minn. Stat. §471.425. The County has 35 days to pay invoices from the date of receipt. The County is allowed ten days to have the Vendor correct an erroneous invoice before the payment period would begin. No interest penalties may accrue against the County who delays payment of the obligation due to a good faith dispute with the Vendor regarding the fitness of the product or service, contract compliance or any defect, error or omission related thereto.

4. **Expense Reimbursement.** The Contractor will not be compensated separately for necessary incidental expenses. All expenses of the Contractor shall be built into the Contractor's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the County.
5. **Approvals.** The Contractor will secure the County's written approval before making any expenditures, purchases, or commitments on the County's behalf beyond those listed in the Services. The County's approval may be provided via electronic mail.
6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
- a. The parties, by mutual written agreement, may terminate this Agreement at any time;
 - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the County upon providing thirty (30) days' written notice to the County;
 - c. The County may terminate this Agreement at any time at its option, for any reason or no reason at all; or
 - d. County may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.
- In the event of a termination, County shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.
7. **Amendments.** No amendments may be made to this Agreement except in writing signed by both parties.

8. **Remedies.** In the event of a termination of this Agreement by County because of a breach by Contractor, County may complete the Services either by itself or by Contract with other persons or entities, or any combination thereof. The foregoing remedies provided to the County for breach of this Agreement by Contractor shall not be exclusive. County shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to the Contract or transaction, are subject to examination by the County and the state auditor or legislative auditor for a minimum of six years. The Contractor shall maintain such records for a minimum of six years after final payment.
10. **Indemnification.** To the fullest extent permitted by law, the Contractor, and the Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the County, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the County is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
11. **Insurance.** Contractor shall maintain the specified insurance coverage written through insurance carriers with a Financial Strength rating of A- V or higher as established by AM Best. Services are not to commence until said Certificates are reviewed and approved by the County. Contractor shall carry and maintain at all times while this Agreement is in full force and effect the following insurance coverage, in limits not less than those shown: Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181; Auto Liability in an amount not less than \$500,000 per individual; \$1,500,000 per occurrence; and Commercial General Liability in an amount of not less than \$500,000 per individual and \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the Commercial General Liability and Auto Liability requirements, the Contractor may use a combination of Excess and Umbrella coverage. The Contractor shall provide the County with current certificates of insurance prior to the effective date of this Agreement, and as a condition precedent to this Agreement, which includes the following provision: "The County of Stearns is named as an additional insured with respect to the commercial general liability, automobile liability and umbrella or excess liability, as required by the Contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall name the County of Stearns as an

additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless thirty (30) days' written notice is provided to the County, or ten (10) days' written notice in the case of non-payment. Contractor agrees to provide County new Certificates of Insurance, meeting the requirements outlined above, if there are any changes to Contractor's insurance during the term of this Agreement.

12. **Subcontracting.** Neither the County nor the Contractor shall assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.
13. **Assignment.** Neither County nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void.
14. **Independent Contractor.** Contractor shall be deemed an independent contractor. Contractor's duties will be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Contractor. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by County. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not to be deemed an employee or agent of County and has no authority to make any binding commitments or obligations on behalf of County except to the extent expressly provided in this Agreement. All services provided by the Contractor pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the County for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
15. **Compliance with Laws.** Contractor shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the applicable services detailed in Exhibit A and B or any supplemental letter agreement. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the County's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on County property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these laws, ordinances,

regulations, policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the County.

16. **Entire Agreement.** This Agreement, any attached exhibits and any amendments signed by the parties shall constitute the entire agreement between the County and the Contractor, and supersedes any other written or oral agreements between the County and the Contractor. This Agreement can only be modified in writing signed by the County and the Contractor. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state courts of Stearns County, Minnesota, or the federal courts of the State of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
19. **Conflict of Interest.** The Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the County. In the event of a conflict of interest, Contractor shall advise the County and either secure a waiver of the conflict or advise the County that it will be unable to provide the requested services.
20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the County, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Contractor. Regardless of when such information was provided, the Contractor agrees that it will not disclose for any purpose any information the Contractor has obtained arising out of or related to this Agreement, except as authorized by the County or as required by law. These obligations survive the termination of this Agreement.
21. **Agreement Not Exclusive.** The County retains the right to hire other **enter type of services the Contractor will provide – same as A. above** service providers for other matters, in the County's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to the Contractor, received from the Contractor, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the County within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the

part of the Contractor to provide access to public data to the public if the public data are available from the County, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.

23. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the County from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Contractor shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Contractor agrees to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
24. **Authorized Agents.** The County's authorized agent for purposes of administration of this Contract is **enter County's department contact for this Contract**, the **enter title of County contact** of the County, or designee. The Contractor's authorized agent for purposes of administration of this Contract is **enter Contractor's contact name**, who shall perform or supervise the performance of all Services.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Contractor: **enter Contractor's contact info and name**;
- County: County of Stearns, Administration Center, 750 Courthouse Square, St. Cloud, MN 56303
- With an Additional Copy to Attn: County of Stearns, 3301 County Road 138, Room 1403, Waite Park, MN 56387,
- Attn: **enter County's contact name**; Email Here; 320-656-- _____;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision.
26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be

effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
28. **Mediation.** Both parties agree to mediate all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
29. **Payment of Subcontractors.** Contractor agrees that it must pay any subcontractor within ten (10) days of the prime Contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
30. **Publicity.** County and Contractor shall develop language to use when discussing the Services. Contractor agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Contractor must not use the County's logo or state that the County endorses its services without the County's advanced written approval.
31. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as described in this Agreement, personally.
33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.
34. **Recitals.** County and the Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

COUNTY OF STEARNS, MINNESOTA

DATED:_____ BY:_____

Jennifer Butkowski
Its: Procurement Buyer

**INSERT CONTRACTOR LEGAL NAME –
ALL CAPS/BOLD**

DATED:_____ BY:_____

Its:_____