



REQUEST FOR PROPOSAL
FORM FOR FURNISHING &
DELIVERY OF

LABOR & MATERIAL
DEMOLISH AND RECONSTRUCT THE RETAINING WALL AT THE HUMAN
SERVICES CENTER; 1004 COMMERCIAL DRIVE, BUFFALO, MN 55313

Proposals are due at the following address no later than 12:00 P.M. on October 20, 2017.

TO:

Wright County Administration
Sealed Bid
Attn: Alan Wilczek
10 2ND St. NW, Room 235
Buffalo, MN 55313-1193

FIRM: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

Call: Alan Wilczek (763) 682-7382

INVITATION FOR PROPOSALS

Sealed proposals will be received at the office of the County Administration, Government Center, 10 2nd St. NW, Room 235, Buffalo, Minnesota 55313-1193, for all labor and materials to complete Retaining Wall Demolition & Reconstruction as listed in this document.

Pre-bid Walkthrough

A pre-bid walkthrough can be arranged and questions about the project can be answered by contacting Alan Wilczek – Facility Services Director - at (763) 682-7382 or via email at alan.wilczek@co.wright.mn.us .

INSTRUCTIONS FOR SUBMITTING PROPOSAL

1. A. Submit all proposals on the form provided.
 - Fill in all spaces in ink or typewritten.
- B. Seal bid envelopes and mark “SEALED PROPOSAL – RETAINING WALL” with the name and address of the submitter.
- C. Responsible Contractor Affidavit

2. The County reserves the right to accept or reject any or all bids; to waive any defects or technicalities; or to advertise for new bids where the acceptance, rejection, waiving or advertising of such would be in the best interest of the County.

3. **PERFORMANCE BOND**
An approved performance bond is required for amounts over \$100,000. The bond must be for the complete amount of the contract, and remain in effect for the duration of the contract.

4. **ORDINANCES AND REGULATIONS**
The company submitting the successful proposal shall comply with all Federal, State, and Local laws, together with all ordinances and regulations applicable to the work. It shall procure all licenses, electric, and plumbing permits, or other rights necessary for the fulfillment of the obligation under this Document at the sole expense of the company.

5. **WORKERS’ COMPENSATION**

Prior to commencement of Contract term, the company submitting the successful proposal shall provide a signed statement to the County evidencing compliance with the workers' compensation insurance coverage requirements of M.S. 176.182 set form in pertinent part herein:

M.S. 176.182 BUSINESS LICENSES OR PERMITS: COVERAGE REQUIRED

...Neither the State nor any governmental subdivision of the state shall enter into any contract for the doing of any public work before receiving from all other contracting parties acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subdivision 2.

6. BIDDER'S EXPERIENCE

Prior to the award of the Contract, the apparent successful bidder, if requested by the County, shall furnish current information and data regarding the bidder's financial resources and organization, within five (5) working days. The County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the County all such information and data for this purpose as the County may request.

The right is reserved to reject the bid where the available evidence or information does not satisfy the County that the bidder is qualified to properly carry out the terms of the contract. The expertise of the bidder in the particular field of endeavor must be demonstrated and documented to the full satisfaction of the County, upon request, or the bid may be rejected by the County.

7. INDEMNIFICATION

The successful bidder agrees to indemnify and save the County harmless from any and all claims, demands, damages, actions, or causes of action, arising or to arise, against said County by reason of the successful bidders performance of the contract and use of any process, machinery or material used in the performance of the contract.

8. BIDDER'S INSURANCE

The bidder is required to carry acceptable insurance. A certificate indicating coverage levels shall be submitted and accepted before a contract is signed.

The Vendor shall purchase, provide and maintain, at its own expense, such insurance as will protect the Vendor from claims set forth below. Proof of such insurance shall be furnished to the County prior to the commencement of any work and shall be maintained throughout the life of this Agreement and shall be evidenced by the carriers certificates, filed with the County. The Vendor shall supply the County with a list of sub Vendors and shall verify and take responsibility for the sub Vendor's proof of insurance. Insurance shall be in force the first day of the Agreement. Insurance shall not be canceled, limited in scope of coverage or non-renewed until after Thirty (30) days written notice has been given to:

Wright County Administration
Attn: Risk Management
10 2nd St. NW, RM 235
Buffalo, MN 55313

It is agreed that any insurance maintained by the County will not contribute with insurance provided by this policy.

The Vendor shall not commence work until the Vendor has obtained required insurance and filed an acceptable certificate of insurance with the County. All insurance policies shall be open to inspection by

the County, and copies of policies shall be submitted to the County upon written request. The insurance certificate shall note Wright County as the certificate holder and Wright County shall be named as Additional Insured: Wright County Attn: Risk Management, 10 2nd St NW, RM 235, Buffalo, MN 55313.

COMMERCIAL GENERAL LIABILITY

A single or combined limit occurrence based general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

\$1,000,000 per occurrence
\$2,000,000 aggregate

AUTOMOBILE LIABILITY

A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this Agreement, which shall include the following coverage's at a minimum:

\$1,500,000 per occurrence

UMBRELLA

\$1,000,000 each occurrence/aggregate
*(may require higher limit for certain jobs)

9. PAYMENT

Payment to be made in the normal County payment process, after final inspection by the County's designated personnel.

Minnesota Statutes 290.92 & 270C.66 require that final payment not be made on any contract, which required the employment of employees for wages, until the contractor has certified compliance with the requirement of withholding income taxes from wages paid. You must submit a certificate of income tax withheld Form IC- 134 to receive final payment if you employ persons for this work.

10. CONTRACT COMPLETION

As applicable, vendor will submit as-built drawings and specification sheets on mechanical and hardware items as well as complete a final walk through. The County reserves the right to hold a 5% retainage until all punch list items are completed and required documents submitted.

11. SCOPE OF WORK

Furnish all labor and materials to complete Demolition and Reconstruction of the retaining wall at the Wright County Human Services Center, per the drawings dated 9-25-17. The vendor is responsible for all necessary permitting and coordination.

12. DESCRIPTION OF WORK

- Complete demolition, reconstruction, final grading, and project in whole per the conditions and specifications noted in "Retaining Wall Construction" dated 9/25/2017.
- All necessary permitting to be provided by contractor.
- All work to be coordinated with Alan Wilczek (Facilities Services Director), appropriate affected party (utility, etc.) or designated personnel.
- All damage to the site, building, or other property to be the responsibility of the contractor for repair at the satisfaction of Wright County.
- Final walkthrough and approval to be at the discretion of Alan Wilczek or designated Wright County personnel.
- All materials to be removed from the site upon completion of the work and left in "finish" condition.

BID FORM

SUBMITTED BY:

Company: _____

Address: _____

Street

City

State

Zip

Company Official: _____ **Email:** _____

Phone No.: _____ **Fax No.:** _____

SUBMITTED TO:

Alan Wilczek, Facilities Services Director

Wright County

10 2nd St. NW, Room 235

Buffalo, MN 55313

FOR: 2017 HUMAN SERVICES CENTER RETAINING WALL DEMOLITION AND RECONSTRUCTION

In submitting this bid, it is understood the right is reserved by the Owner to reject any and all bids and it is agreed this bid may not be withdrawn for a period of 60 days after date of filing same.

All Addenda shall become part of the bid and the work, and shall be acknowledged above in the spaces provided.

A bid shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. The person signing the bid shall also file a certificate with the bid explaining the correction of the alteration or erasure.

Each bid must be accompanied by Bid Security and the Responsible Contractor's Affidavit as described in the Instructions to Bidders.

If a Corporation, what is the State of Incorporation: _____

If a Partnership, state full name of all co-partners: _____

FIRM NAME:

Authorized Signature:

Title:

Printed Name:

Date:

PRICE:

Amount the County will pay for the complete project:

\$ _____

Required completion no later than December 15th, 2017.

Date you can begin work: _____

Date of completion _____

The undersigned proposes to furnish material and labor in accordance with the specifications except as indicated by Exceptions below:

Bidder: _____

Address: _____

Phone: _____

Email: _____

Authorized Signature

Title

Date

14. Notes & Considerations

Please include any notes or specific items for consideration in the space provided below.

**RESPONSIBLE CONTRACTOR
AFFIDAVIT AND ACKNOWLEDGEMENT**

STATE OF _____)
) SS
 COUNTY OF _____)

THE UNDERSIGNED, being duly sworn, on this ____ day of _____, 201____, appeared before me, and swore under oath as follows:

1. I am _____, _____ of
 (Contractor's Name and Title)
 _____ and duly authorized
 (Name of Company)
 as owner or officer of the above company to sign this Affidavit.

2. I warrant and represent full compliance with the minimum criteria as set out in Minnesota Statute 16C.285, Subd 3.

3. The following is a list of all first tier subcontractors that will be retained for work on the project:

 _____.

 Signature

Sworn to and subscribed to before me
 this ____ day of _____, 201____.

 Notary Public _____ County
 My commission expires: _____