



Corporate Offices/Programs
 1210 23rd Ave S
 PO Box 683
 Waite Park, MN 56387-0683
 V/TTD/TTY 320.251.1612
 Fax 320.255.9518
 Toll Free 888.765.5597



Transportation Department
 1200 23rd Ave S
 PO Box 683
 Waite Park, MN 56387-0683
 Fax 320.529.4841
 Toll Free 888.765.5597



REQUEST FOR QUOTES NOTICE

PARKING LOT REPAIR AND RESURFACING

Tri-CAP Transportation
535 8th Street NE
Milaca, MN 56353

Release Date: July 12, 2021
Quotes Due Date: August 2, 2021
Estimated Project Start: August 9, 2021
Project Completion Date: September 30, 2021
Contact: Lori Hawkins, Administrative Manager (320) 257-4485

It is the vendor’s responsibility to read the entire document and to comply with all of the requirements listed herein.



1. Introduction

Tri-County Action Program, Inc. (Tri-CAP) is a private, non-profit organization that supports programs for people in need. Tri-CAP Transit is one of those programs. Tri-CAP has a transit facility in Milaca. Tri-CAP is requesting quotes for the purposes of determining the preferred vendor that provides the best value for meeting our project needs. All vendors who adequately complete the attached Request for Quotes (RFQ) form will be considered for this project.

2. Background

Tri-CAP has developed holes, uneven surfaces and general wear which are safety hazards in the parking lot.

3. Scope of Work

This project will consist of the following: replacement of the concrete garage apron, removal and replacement of an approximate 1203 square foot section of the bituminous parking lot, removal and replacement of an approximate 272 square foot section of concrete apron, and an overlay for the remainder of the existing 5,290 square feet of bituminous parking lot area.

4. Requirements

The Contractor bid must include:

- a. A proposed layout of the parking lot with dimensions and materials that will be used
- b. A plan for improving the drainage and water run off
- c. A plan for the preparation, installation of materials, removal and disposal of existing concrete
- d. A plan for acquisition of any city and/or local units of government permit requirements
- e. A timeline for the entire project
- f. Proof of insurance
- g. Budget

5. Compliance

All quotes submitted will be evaluated using the following criteria:

- a. Compliance with the RFQ
- b. Understanding of the project
- c. Services to be provided
- d. Ability to complete the work within the time specified
- e. Qualifications of the vendor, including but not limited to their experience and personnel assigned to the project
- f. Cost

This Request for Quotes (RFQ) is an invitation by Tri-CAP for vendors to submit a quote, which may be subject to subsequent discussion. It is not a request for competitive bid. Submittal of quote does not create any right or expectation to a Contract with Tri-CAP. Tri-CAP reserves the

right to reject any or all quotes and the agency further declares that it will incur no financial obligations for any costs by a company in preparation of their quote.

- a. Data Practices – All quotes and information provided in response to this RFQ shall become the property of Tri-CAP. Pursuant to Minn.Stat.13.591, subdivision 3 (b), once a contract has been awarded because of this RFQ, quotes will be available for viewing and/or reproduction (at requestor’s expense). As a result, quotes should not include any information the consultant might regard as confidential or proprietary. Any statement of confidentiality made with regard to a quote cannot be honored.
- b. Addenda to the RFQ – If it becomes necessary to revise any part of this RFQ, addenda will be supplied to all vendors receiving this Request of Quote.
- c. Presentations – Any vendor who submits a quote may be required to make an onsite presentation of its capability to perform as described in its quote to the designated Tri-CAP staff. Such a presentation will be at the Vendor’s expense and will provide an opportunity for the vendor to clarify its quote to ensure a thorough mutual understanding of its content.
- d. News Releases – News releases pertaining to this project shall not be made without prior written approval by Tri-CAP.
- e. Consultants Independence – The successful vendor will be considered an independent contractor with respect to all services performed.
- f. Price Changes – All prices shall be firm and not subject to increase.
- g. Compliance with Laws – Vendor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work. Vendor, at its own expense, shall secure all occupational and professional licenses and permits from public or private resources necessary for the fulfillment of its obligations in the quote.
- h. Modification or Withdrawal of Quotes – Responses to this RFQ may be modified or withdrawn by written notice prior to the exact hour as specified for receipt of quotes. A quote may be withdrawn in person by the vendor or its authorized representative prior to the exact hour and date set for receipt of quote. Telephone withdrawals are not permitted.
- i. Mistake in Quote – If the apparent best-qualified vendor discovers a mistake in its quote of a serious and significant nature, which is unfavorable to it prior to the issuance of a purchase order or a Contract, it may request consideration be given to modifying or withdrawing the quotes. The mistake must be evident and provable. Tri-CAP reserves the right to reject all requests for correction or withdrawal of quote received after the hour and date shown in the specifications. In all cases, the decision of Tri-CAP is final.
- j. Reservation of Rights – Tri-CAP reserves the right to:
 1. Accept or reject all quotes received in response to this RFQ for any or no reason, and to re-advertise for new submittals.
 2. Waive or modify any irregularities in quotes received after prior notification to the consultant.
 3. Request the submission of quote modifications received at any time before the award is made, if such is in the best interest of the agency.
 4. Consider quotes or modifications received at any time before the award is made, if such is in the best interest of the agency.

5. Request clarification and/or additional information from the consultant during the evaluation process. Said clarification or additional information shall be provided within two working days and shall be providing in writing.
6. Utilize all ideas submitted in the quotes received unless legal patent or propriety rights cover those ideas and the consultant indicates the patent of those rights. Quotes will become the property of Tri-CAP.
- k. Expiration of the Quote – By submitting a quote the vendor offers to enter into a Contract, the form and content of which shall be agreed upon by both parties. The vendors’ quotes shall not be revocable for ninety (90) days following the response deadline indicated above. Tri-CAP reserves the right to waive any defects in the offer of any vendor, to reject any or all offers, and to request additional information form any or all consultants.
- l. Termination Clause – Tri-CAP shall have the right to terminate the Contract at any time, upon 30 days written notice to the vendor, whenever the agency determines that the performance is unsatisfactory or for cause of convenience of the agency.
- m. Prevailing Wages – For construction or rehabilitation of a facility, Contractor agrees to comply with the applicable prevailing wage rate requirements in Minnesota Statute, Sections 177.41 and 177.43 and the rates as set by the Minnesota Department of Labor and Industry.

6. Project Deliverables

Contractors will have the opportunity to meet with Tri-CAP staff to conduct a walk-through of the property and ask questions prior to submitting quotes. Contractors may include quotes for several materials that meet project requirements such as gravel, crushed rock or asphalt. Once a Contractor is selected, a meeting will be held to finalize plans and the contractual agreement. Tri-CAP staff and Contractor will determine the completion of the project during a final walk through once the contractor feels they have met the requirements.

7. Project Timeline


Quote Calendar

Request for quote issued by:	July 12, 2021
Due date for completed quotes by:	August 2, 2021
Tri-CAP reviews and selects quote by:	August 4, 2021
Selected vendor is notified by:	August 6, 2021
Completion date of entire project (no later than)	September 30, 2021

8. Project Budget

Budget line items will be broken down by project components such as:

- a. Removal of the existing bituminous/concrete of parking lot and apron
- b. Replacement of concrete garage apron
- c. Replacement of bituminous of parking lot overlay
- d. Any other relevant costs such as permits, etc.

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES	
1. REQUEST NO. 1035937	2. DATE ISSUED July 12, 2021	3. REQUISITION/PURCHASE REQUEST NO.			
4a. ISSUED BY: Tri-County Action Program, Inc. (Tri-CAP)			6. DELIVER BY (Date): September 30, 2021		
4b. FOR INFORMATION CALL: Tri-CAP			7. DELIVERY		
NAME: Lori Hawkins		TELEPHONE NUMBER		<input type="checkbox"/> FOB DESTINATION	
		AREA CODE (320)	NUMBER 257-4485	<input checked="" type="checkbox"/> OTHER (See #10)	
5. TO:			8. DESTINATION Milaca Transit Facility		
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE	
				b. STREET ADDRESS	
c. STREET ADDRESS 535 8 th Street NE			d. CITY Milaca		
e. CITY Milaca		e. STATE MN	f. ZIP 56353	d. STATE	e. ZIP
9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS ON (Date) :		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 4a. This request does not constitute a commitment to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representation and/or certifications attached to this Request for Quotation must be completed by the quoter.			
10. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	See Attached Document				
11. DISCOUNT FOR PROMPT PAYMENT 	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	%
NOTE: Additional provision sand representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
12. NAME AND ADDRESS OF QUOTER			13. SIGNATURE OR PERSON AUTHORIZED TO SIGN QUOTATION		14. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			15. SIGNER		
c. COUNTY			a. NAME (Type or Print)		b. TELEPHONE
d. CITY			e. STATE		f. ZIP
			c. TITE (Type or Print)		NUMBER

Insurance

Certificate of Insurance: For the term of the Grant Agreement Recipient will obtain the insurance required under clause 11 for the term of this Grant Agreement. Within 30 days of expiration of an insurance policy, Recipient will provide State with evidence that a new policy has been obtained. Recipient will notify State immediately upon a change in the terms or conditions of an insurance policy.

Types of Insurance Required

Worker's Compensation Insurance: Recipient will provide workers' compensation insurance for all Recipient's employees and, in case any work to be performed by a third party contractor, Recipient will require the third party contractor to provide workers' compensation insurance in accordance with the statutory requirements under Chapter 176 of the state of Minnesota.

Commercial General Liability Insurance: Recipient is required to maintain insurance protecting them from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Grant Agreement whether the operations are by Recipient or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

For Recipients that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern. All other Recipients must have minimum insurance coverage of \$2,000,000 per occurrence.

The following coverages will be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

Commercial Automobile Liability: Recipient is required to maintain insurance protecting them from claims for damages for bodily injury, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Grant Agreement whether such operations were by Recipient or by a subcontractor or by anyone directly or indirectly employed under this Grant Agreement.

For RECIPIENTS that are governmental entities, the tort liability amounts provided in Minnesota Statutes, Section 466.04 govern. All other RECIPIENTS must have minimum insurance coverage of \$2,000,000.00 combined single limit.

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

Excess Insurance: An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this Grant Agreement.

Rating:

RECIPIENT will obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota or RECIPIENT will obtain coverage comparable under a program of self-insurance.

Self-Insured Requirements:

If RECIPIENT is self-insured the following is required:

- RECIPIENT is able to provide for the tort liability amounts provided in Minnesota Statutes, section 466.04.

Builder's Risk:

For purpose of construction or rehabilitation of a facility funded by this Grant Agreement Recipient or Recipient's Contractor shall be responsible for providing and maintaining "All Risk" or equivalent Builder's Risk policy insuring the interest of Owner, Contractor, and any tier of Subcontractor. Coverage on all "All Risk" or equivalent basis shall include the perils of flood, earthquake and pollution cleanup expense. Builder's Risk limit of liability shall be equal to the amount of the contract. Any deductible shall be the sole responsibility of the Contractor.

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

Operation Of

State Of Minnesota

County Of

I, _____, do state under penalty
(name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership, or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____
(bidder or his/her authorized representative)

Dated: _____

ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)

- (a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of _____ Tri-County Action Program, Inc. _____ [Contracting officer identify system or program]. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of _____ Tri-County Action Program, Inc. _____ [Contracting officer identify program]. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.
- (b) During the term of this contract and for a period of _____ 60 days _____ [Contracting officer insert period of time after contract completion that contractor will not be allowed to supply time] after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Commerce, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, and entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.
- (d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organization Conflict of Interest clause.

Contracting System Name

Contractor Agency Name

Contracting System Representative

Contractor Representative

Exhibit II
PRIME CONTRACTOR RESPONSE

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____ **This**

form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I 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, and**
- 2) if my company is awarded a contract, I will submit Exhibit II-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Exhibit II-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.

M25.INNESOTA DEPARTMENT OF TRANSPORTATION; COMBINED FORM: Return this form with your signed contract documents. SMALL BUSINESS PROCUREMENT PROGRAM LIST OF SUBCONTRACTORS

AND

RESPONSIBLE CONTRACTOR Exhibit II-1 FIRST-TIER SUBCONTRACTORS LIST

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor. **SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

Bus. Services – Penny Pray
penny.pray@state.mn.us

395 John Ireland Blvd.,
Mailstop 255
St. Paul, MN 55155-1800
FAX: 651.296.1521

Prime Contractor	Contract #	Description	TG/ED Goal	AMS Name	Contract Value \$	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Award Date _____

THIS FORM MUST BE RETURNED BEFORE THE CONTRACT CAN BE FULLY EXECUTED

Definitions: 1st Tier Subcontractor is a subcontractor to the Prime Contractor.
2nd Tier Subcontractor is a subcontractor to the 1st Tier Subcontractor.

List Subcontractors/Suppliers to be used (list legal name of companies as registered with the Secretary of State):

1st Tier Subcontractor (legal name) & city where home office located	Description of Work/Supplies	% of value of Contract	2nd Tier Sub Name & city where home office located - if any	% of value of 1st Tier Sub
1.			a.	
			b.	
2.			a.	
			b.	
3.			a.	
			b.	
4.			a.	
			b.	
5.			a.	
			b.	

Unless otherwise identified above, I certify by signing below that this company does not intend to retain any subcontractors on this project. I understand that if subcontractors are added to the project after the execution of the construction contract, I must submit the form A-2 Additional Subcontractors List.

IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL SHEETS

SUPPLEMENTAL CERTIFICATION FOR RESPONSIBLE CONTRACTOR Exhibit II-1

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:
All first-tier subcontractors listed on Exhibit II-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:	Printed Name:	Date:
Title:	Company Name:	

Exhibit II-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _____

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 city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR EXHIBIT II-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Exhibit II-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 48

County Name: MILLE LACS

Effective: 2020-11-16

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
 Prevailing Wage Section
 443 Lafayette Road N
 St Paul, MN 55155
 (651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: MILLE LACS (48)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)						
101	LABORER, COMMON (GENERAL LABOR WORK)	2020-11-16	17.00	0.00	17.00	
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	+\$950,000	2020-11-16	29.71	20.19	49.90
			2021-05-01	30.91	20.94	51.85
		-\$950,000	2020-11-16	29.71	20.19	49.90
			2021-05-01	29.16	20.94	50.10
103*	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2020-11-16	25.00	17.46	42.46	
		2021-05-01	25.75	18.70	44.45	
104*	FLAG PERSON	+\$950,000	2020-11-16	27.91	18.44	46.35
		-\$950,000	2020-11-16	26.16	18.44	44.60

LABOR CODE AND CLASS			EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
105*	WATCH PERSON	+\$950,000	2020-11-16	24.43	16.79	41.22
		-\$950,000	2020-11-16	22.68	16.79	39.47
106*	BLASTER		2020-11-16	28.96	15.13	44.09
107*	PIPELAYER (WATER, SEWER AND GAS)		2020-11-16	32.18	21.12	53.30
			2021-05-01	34.01	21.84	55.85
108	TUNNEL MINER		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
109*	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)		2020-11-16	30.28	21.12	51.40
			2021-05-01	32.01	21.84	53.85
110*	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	+\$950,000	2020-11-16	26.41	16.79	43.20
		-\$950,000	2020-11-16	24.66	16.79	41.45
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
SPECIAL EQUIPMENT (201 - 204)						
201*	ARTICULATED HAULER		FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
202*	BOOM TRUCK		2020-11-16	18.82	4.57	23.39

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
203*	2020-11-16	25.00	17.46	42.46
	2021-05-01	25.75	18.70	44.45
204*	2020-11-16	27.72	19.55	47.27
205	2020-11-16	12.00	0.00	12.00
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR				
GROUP 2	2020-11-16	30.00	6.76	36.76
306				
308				
GROUP 3 *	2020-11-16	23.95	5.38	29.33
309				
310				
312				
314				
316				
320				
322				
GROUP 4 *	2020-11-16	36.04	20.32	56.36
323				
324				
325				
327				
328				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
329				
330				
331				
332				
334				
335				
336				
337				
338				
340				
341				
345				
347				
348				
349				
350				
352				
354				
356				
357				
359				
360				
361				
362				
363				
365				
367				
GROUP 5 *	2020-11-16	25.95	6.76	32.71
370				
371				
372				
375				
376				
377				
379				
381				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
382				
383				
384				
385				
GROUP 6 *	2020-11-16	20.95	6.76	27.71
387				
389				
391				
393				
395				
396				
397				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1 *	2020-11-16	44.44	21.70	66.14
	2021-05-03	45.24	22.85	68.09
501				
502				
503				
GROUP 2 *	2020-11-16	44.10	21.70	65.80
	2021-05-03	44.90	22.85	67.75
504				
505				
506				
507				
GROUP 3 *	2020-11-16	42.69	21.70	64.39
	2021-05-03	43.49	22.85	66.34
508				
509				
510				
511				
512				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
513				
514				
GROUP 4 *	2020-11-16	42.35	21.70	64.05
	2021-05-03	43.15	22.85	66.00
515				
516				
517				
518				
519				
520				
GROUP 5 *	2020-11-16	40.93	21.70	62.63
	2021-05-03	41.73	22.85	64.58
521				
522				
523				
524				
525				
526				
527				
528				
529				
530				
531				
532				
533				
534				
GROUP 6 *	2020-11-16	31.00	0.00	31.00
535				
536				
537				
538				
539				
540				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 7 *	2020-11-16	38.30	21.70	60.00
	2021-05-03	39.10	22.85	61.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)			
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)			
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)			
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)			
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)			
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)			
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)			
GROUP 8 *	2020-11-16	19.46	8.34	27.80
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)			
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)			
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)			
TRUCK DRIVERS				
GROUP 1 *	2020-11-16	23.00	0.01	23.01
601	MECHANIC . WELDER			
602	TRACTOR TRAILER DRIVER			
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)			
GROUP 2 *	2020-11-16	23.75	6.76	30.51
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			
GROUP 3 *	2020-11-16	19.00	6.76	25.76
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			
GROUP 4	2020-11-16	21.00	6.76	27.76
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)			
609	DUMP PERSON			
610	GREASER			
611	PILOT CAR DRIVER			
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2020-11-16	46.79	27.26	74.05
702*	BOILERMAKERS	2020-11-16	39.69	28.82	68.51
		2021-01-01	41.39	28.82	70.21
703	BRICKLAYERS	2020-11-16	36.97	23.54	60.51
		2021-05-01	38.97	23.54	62.51
704	CARPENTERS	2020-11-16	26.00	0.00	26.00
705*	CARPET LAYERS (LINOLEUM)	2020-11-16	33.45	20.03	53.48
		2021-05-01	35.45	20.03	55.48
706*	CEMENT MASONS	2020-11-16	40.76	21.47	62.23
		2021-05-01	42.76	21.47	64.23
707	ELECTRICIANS	2020-11-16	46.00	31.20	77.20
708*	ELEVATOR CONSTRUCTORS	2020-11-16	51.55	40.48	92.03
		2021-01-01	53.28	41.79	95.07
709*	GLAZIERS	2020-11-16	43.00	21.08	64.08
		2021-06-07	45.05	21.08	66.13
710*	LATHERS	2020-11-16	32.62	20.96	53.58
712	IRONWORKERS	2020-11-16	38.35	30.70	69.05
		2021-05-02	40.45	30.70	71.15
714*	MILLWRIGHT	2020-11-16	36.13	29.18	65.31
		2021-05-01	38.23	29.18	67.41
715		2020-11-16	27.48	20.17	47.65

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
716*	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) PILED RIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2020-11-16	39.15	19.94	59.09
717	PIPEFITTERS . STEAMFITTERS	2020-11-16	46.77	31.17	77.94
		2021-05-01	49.27	31.17	80.44
718*	PLASTERERS	2020-11-16	41.00	21.57	62.57
		2021-06-01	43.05	21.57	64.62
719	PLUMBERS	2020-11-16	49.99	26.21	76.20
720	ROOFER	2020-11-16	34.29	19.28	53.57
		2021-05-01	35.89	19.28	55.17
721	SHEET METAL WORKERS	2020-11-16	41.02	25.35	66.37
		2021-05-03	43.32	25.35	68.67
722*	SPRINKLER FITTERS	2020-11-16	40.04	22.60	62.64
723*	TERRAZZO WORKERS	2020-11-16	39.49	18.82	58.31
724*	TILE SETTERS	2020-11-16	36.27	10.90	47.17
		2021-05-03	37.82	10.90	48.72
725*	TILE FINISHERS	2020-11-16	26.45	5.82	32.27
726*	DRYWALL TAPER	2020-11-16	27.96	20.16	48.12
727	WIRING SYSTEM TECHNICIAN	2020-11-16	41.42	18.16	59.58
728*	WIRING SYSTEMS INSTALLER	2020-11-16	29.02	15.34	44.36
729*	ASBESTOS ABATEMENT WORKER	2020-11-16	32.58	20.15	52.73
730*	SIGN ERECTOR	2020-11-16	30.03	16.79	46.82

LABOR CODE AND CLASS

**EFFECT
DATE**

**BASIC
RATE**

**FRINGE
RATE**

**TOTAL
RATE**





