

**STATE OF MINNESOTA  
SURPLUS PROPERTY SALE BID FORM  
Stokke WMA**

<b>Selling Agency:</b> Department of Natural Resources/Division of Wildlife	<b>Return Bid To:</b> DNR/Cathy Forstner
<b>Agency Contact Person:</b> Wendy Krueger	<b>Address:</b> 21371 State Highway 15
<b>Agency Contact Phone:</b> 507-537-6250	<b>City, State, Zip:</b> New Ulm, MN 56073
<b>Location of Items:</b> 2451 US 59 Clarkfield, MN 56223	<b>Bid Due Date:</b> <b>Tuesday, November 15, 2016</b>
	<b>Bid Due Time:</b> <b>9:00 a.m.</b>
<b>Date Issued:</b> October 25, 2016	<b>Property Disposition Request Number:</b> 17-0305

Submit your bid ON THIS FORM, using the enclosed envelope, showing your highest price for the purchase of the material listed below. Return this bid to the address above properly filled out with unit and total price.

The estimate of quantity or weight of the various items listed below is for the general guidance of bidders and the State assumes no responsibility for any variance there from. The State makes no warranty as to the fitness or condition of said items and the purchaser bidding agrees to purchase said items as-is, where-is, and in compliance with all terms and conditions stated in the bid.

The State reserves the right to accept or reject any or all bids or parts of bids and to waive informalities therein. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected, unless the alteration or erasure is crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

It is agreed that certified checks, cashier's checks, or money orders of successful bidder submitted with the bid will constitute liquidated damages for failure of bidder to enter into contract in accordance with this bid.

Sealed bids must be received and time stamped no later than the date and time indicated above, at which time bids will be publicly opened.

Bid is made on the basis of bidder's personal inspection of the items listed below and bidder's knowledge of all conditions. **All items are sold as-is, where-is.**

Bid security in the form of a certified check, cashier's check, or money order made payable to the "Minnesota State Treasurer" for the full amount of this bid must be enclosed with the bid, unless this requirement is amended by a later paragraph on Page 3.

The successful bidder must remove the awarded item(s) within 10 days after receipt of a letter of award or by the specific date if such is shown in a later paragraph on Page 6.

Bidder agrees for and on behalf of bidder, bidder's heirs, successors and assigns that bidder shall indemnify and hold the State harmless from and against any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell any item including claims for personal or bodily injury, death, or contract damages.



## Bid Specifications

I. **LOCATION:** 2451 US Hwy 59, Clarkfield, MN.

**LEGAL DESCRIPTION:**

TwP 115N, R41W, Sec 20, Yellow Medicine County.

**EXAMINATION OF SITE:** Before submitting a bid proposal for the purchase of the item(s) listed, it is highly recommended that each bidder visit and examine the premises and thoroughly familiarize themselves with all existing conditions and limitations pertaining to the work involved. It shall be the Successful Bidder's responsibility to verify dimensions and removal techniques.

II. **SCOPE OF WORK:** The work covered under this contract shall consist of furnishing all materials, labor, tools, equipment with operator transportation and all else necessary to accomplish the removal of the structure(s) by May 31, 2017.

III. **RULES AND REGULATIONS:** The Vendor shall obtain and maintain all site specific licenses, permits, authorizations, or other documents required by federal, state, or local governments or other authorities that are needed for the completion of the contract. The costs for said permits etc., will be paid by the Vendor.

IV. **SPECIAL CONDITIONS:**

A. **TAXES:** Bid must include the 6.875% tax required. If bidder has a tax exemption, a copy of the tax exemption certificate must accompany the bid.

B. **BID SECURITY:** Bid must be accompanied by a certified check, cashier's check or money order made payable to the "Minnesota Department of Natural Resources" for the full amount of the bid. Failure to enclose bid security shall cause the bid to be rejected.

C. **AWARD:** All bidders will be notified by mail, and the award shall be made to the highest qualified bidder meeting the terms and conditions of the bid as specified. If upon acceptance of the bid by written notice to the successful bidder by the State of Minnesota, said bidder declines to accept or carry out the bid obligation, the bidder forfeits any claim to the bid security.

D. **INSURANCE:** Responder shall execute and deliver to the State of Minnesota, Department of Natural Resources within ten (10) calendar days from receipt of award letter a CERTIFICATE OF INSURANCE. If any deductibles apply to insurance coverage, the amounts must be stated on the certificate of insurance. Contractor shall be responsible for payment of deductibles.

The Contractor shall not commence work under the Contract until it has obtained, at own cost and expense, all the insurance described below and such insurance has been approved by the State of Minnesota, Department of Natural Resources. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

**Certificate shall be on the Acord form or one approved by the Regional Business Manager.**

**CONTRACTOR REQUIREMENTS:**

- A. Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of this contract.
- B. Contractor will provide the State of Minnesota within thirty (30) days advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change.
- C. Contractor is responsible for payment of Contract related insurance premiums and deductibles.
- D. If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

The Insurance Companies used must have an “AM Best” rating of A- (minus), Financial Size Category (FSC) VII or better, and be authorized to do business in the state of Minnesota.

**NOTICE TO CONTRACTORS:**

The failure of the State of Minnesota to obtain Certificate of Insurance, for the policies required under this Contract or renewals thereof, shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The Owner will reserve the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the state, and copies of policies must be submitted to state’s authorized agent upon written request.

**NOTICE TO INSURER:**

The Contractor’s insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

**POLICY REQUIREMENTS**

**1. Workers’ Compensation Insurance:**

A. Statutory Compensation Coverage

B. Coverage B – Employer’s Liability with limits of not less than:  
\$100,000 Bodily Injury by Disease per Employee  
\$500,000 Bodily Injury by Disease Aggregate  
\$100,000 Bodily Injury by Accident

The Contractor and his subcontractors, if any, must provide Workers’ Compensation insurance for all employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability.

Evidence of subcontractor insurance shall be filed with the Contractor.

If MN Statute 176.041 exempts Contractor from Workers’ Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, included in the Solicitation for Contract Work, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Contractor from MN Workers’ Compensation requirements.

**2. Automobile Liability Insurance:**

A. Minimum Limits of Liability:

Passenger vehicle such as car, van or pick-up truck, unless it is being used to perform the service – Minnesota State No-fault

If vehicle is towing equipment or a commercial vehicle – liability limits shall be the same as required under the General Liability Insurance, number 3 below.

B. Coverage's:

Owned Automobile

Non-owned Automobile

Hired Automobile

The Contractor and his subcontractors, if any, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Evidence of subcontractor insurance shall be filed with the Contractor.

**3. General Liability Insurance:**

A. Minimum Limits of Liability:

\$1,500,000 - Per Occurrence

\$1,500,000 - Annual Aggregate

\$1,500,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverage's

Premises and Operations Bodily Injury and Property Damage

Personal & Advertising Injury

Blanket Contractual

Products and Completed Operations

**State of Minnesota, and its agencies, officers and employees (State) endorsed as an additional Insured**

Officers and Employees of the State of Minnesota, the Architect and its agents shall be named as Additional Insureds, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence of the negligence of those for whom the Contractor is responsible.

The Contractor shall maintain insurance to cover claims, which may arise from operations under this Contract, whether such operations are by Contractor or Subcontractor or by anyone directly or indirectly employed under this Contract.

**Non-submittal of the Insurance documents, in proper form, within time frame specified will be just cause for forfeit of bid security and contract.**

- E. CONDITION OF PROPERTY: This listed item(s) are being sold as-is, where-is, and the bid is to be made on the basis of the bidders personal inspection and knowledge of conditions. The State assumes no responsibility for the condition of the buildings and structures on the premises covered in the list, nor their continuance in the condition existing at the time of taking the bids or thereafter. All damage or loss by reason of fire,

theft, or other casualties to the buildings and structures, covered in the list and purchased by the bidder shall be at the risk of the bidder, from and after the date of sale and no such damage or loss shall relieve the successful bidder from any obligation under this bid. *\*NOTE: Asbestos survey complete. Report available upon request.*

- F. **DISPOSAL REQUIREMENTS:** The listed item(s) must be removed from the present site and all debris incidental to removal must be properly and legally disposed of. The successful bidder must furnish at his own expense the necessary personnel and equipment required to remove the listed item(s).

All bidders contemplating the wrecking or moving of buildings or structures over a highway or city street shall ascertain in advance as to whether or not a permit for such wrecking or moving will be granted by the appropriate authority.

Traffic shall not be obstructed unless under permit of property authority.

The successful bidder shall provide and maintain all proper or necessary danger or other signs and lights and on completion of the removal of the buildings and structures, erect protecting fences where necessary and form in all particulars to any and all requirements of the Local ordinances and State laws pertaining in any manner to such work and projects of this nature.

On or before completion of the project, the Successful Bidder shall remove from the premises, any and all rubbish or debris caused by him, leaving the premises in a clean and presentable condition, and to the satisfaction of the Project Supervisor or his Representative. The cost for removal of any debris material left on the project site will be deducted from the Vendors' Performance Bond. This includes any items left in the basement or around the perimeter of the foundations of buildings being removed.

- G. **COMPLETION DATE:** After the Successful Bidder receives Notification by the Project Supervisor to proceed with the work (removal), he shall commence work within the shortest time possible and properly expedite. All work for this project must be COMPLETED BY **May 31, 2017.**

V. **OTHER REQUIREMENTS:**

- A. It will be the Vendor's responsibility to quantify the salable item(s) present and estimate the scope of work involved in this project by visiting the site.
- B. The Vendor must call GOPHER-1, 48 hours before any digging begins.
- C. **MISCELLANEOUS:** Any miscellaneous items not listed specifically in this bid, but still within or attached to the building become the property of the Vendor awarded this contract.

- D. WORKMANSHIP: The workmanship of this contract shall be to highest industry standards and upon completion of the project, all work performed by the Successful Bidder shall meet the approval of the Project Supervisor or his Representative.
- E. PROJECT SUPERVISOR: Wendy Krueger, Area Wildlife Supervisor, 1400 E Lyon, Marshall, MN 56258. Telephone (507) 537-6250, is the Project Supervisor. This agreement may be terminated for cause by the Project Supervisor and all work must be completed to her satisfaction. Any questions on this contract for building sale should be referred to him.
- F. START DATE: Work on this project shall not commence until all proper paperwork is received from the successful bidder (Performance Bond) as will be stated on the award letter. It shall be the Successful Bidder's responsibility to contact the Project Supervisor, Wendy Krueger, telephone number (507) 537-6250 for the purpose of establishing a start date.
- G. ORAL STATEMENT: No oral statement of any persons shall be allowed in any manner or degree to modify or otherwise effect the terms, conditions and specification of the contract documents or the resulting contract.
- H. SAFETY: The Vendor is solely responsible for compliance with governing regulations affecting the health, safety and welfare of all persons and personal property at the project site. The time frame for this responsibility is from the date the Vendor receives the "Notice to Proceed" letter through the completion of project.
- I. BILL OF SALE: Upon receipt of payment of the full amount submitted with the bid, and the required performance bond, the State will forward to the bidder a properly executed Bill of Sale. Under no conditions will a bidder be permitted to commence removing a structure or any portion thereof without having a properly executed Bill of Sale in his possession.

The Contract will be awarded to the highest responsible bidder. The State of Minnesota, however, reserves the right to reject any or all bids and to waive informalities, therein.

In the event of any of the provisions of these specifications are violated by the bidder, the State of Minnesota may terminate the Contract by written notice to the bidder. In such event, the State of Minnesota may take over the work and prosecute same to completion and the bidder shall be liable to the State of Minnesota for any excess cost occasioned by the State of Minnesota thereby.

It is expressly understood and agreed to by the bidder, that right and title in the structures vested in him does not create any right or title to land or premises upon which the structures are located now.







