



**Plymouth Parks & Forestry  
Advertisement for Bid**

for

**Yard Waste Site Grinding**

**For the Term: 2025**

**Date of Issue: November 1, 2024**

**Bid Due Date:** Thursday, December 5, 2024 at 9:30 am, CST

*Bids are to be received electronically at the QuestCDN bidding site  
**prior to bid** closing date and time.*

**Contact Info:**

Plymouth Parks & Forestry  
Brian Swartzter, Park Infrastructure Manager

[www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq)

[bswartzter@plymouthmn.gov](mailto:bswartzter@plymouthmn.gov)

(763) 509-5947

**Plymouth Parks & Forestry  
Advertisement for Bid  
for Yard Waste Site Grinding**

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## Yard Waste Site Grinding Advertisement for Bid

### I. Overview

Plymouth Parks & Forestry is seeking bids from companies for timely processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23<sup>rd</sup> Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation.

This Advertisement for Bid does not obligate Plymouth Parks & Forestry to contract the services. The City reserves the right to cancel the solicitation if such action is considered to be in its best interest.

### II. Bid Information

#### A. Schedule

Plymouth Parks & Forestry schedule for review of the bids and final selection is as follows:

Date	Event
November 1, 2024	Advertising begins
December 5, 2024 at 9:30 am	Bid Submittal Due & Opening

#### B. Questions

Prospective contractors who have any questions regarding this bid must submit questions by e-mail or phone to: Brian Swartzter, Park Infrastructure Manager, [bswartzter@plymouthmn.gov](mailto:bswartzter@plymouthmn.gov) or (763) 509-5947.

#### C. Submittals

All bids will be received electronically at the QuestCDN bidding site until **Thursday, December 5, 2024 at 9:30 am, CST** and will then be opened publicly online.

Microsoft Teams Meeting Link: <https://tinyurl.com/wtt9cj4w>

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at [www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq). On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #9369597 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com).

All bids must be made online at the QuestCDN bidding site and must include the following bid elements. All signatures must be signed by an official who is legally authorized to bind the organization.

1. A completed Company Information form.
2. A completed Yard Waste Site Grinding Bid.
3. A completed and signed Certificate of Bid.
4. A completed and signed Responsible Bidder Evaluation.
5. A completed and signed Affidavit of Non-Collusion.

### **III. Terms & Conditions**

If a contract is awarded, the selected Contractor will be required to adhere to a set of general terms and conditions that will become a part of any formal agreement. These conditions are general principles that apply to all Contractors of service to Plymouth Parks & Forestry.

#### **A. Reporting of Contractor**

1. The Contractor is to report to Brian Swartzner, Park Infrastructure Manager, and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.
2. Plymouth Parks & Forestry will review and inspect the Contractor's activities during the term of this contract.

#### **B. Personnel**

1. The Contractor will provide the required service personally and will not subcontract or assign services without Plymouth Parks & Forestry's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

#### **C. Indemnification**

The Contractor will protect, defend and indemnify the City of Plymouth, its officers, agents, servants, volunteers and employees against any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the City of Plymouth in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor or any employee, agent or representative of the Contractor or any sub-contractor.

#### **D. Subcontractors**

Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

#### **E. Non-Collusion**

Submittal and signature of a quote swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer or to refrain from quoting.

#### **F. Responsible Bidder**

The City will review the qualifications and experience of bidders for construction, alteration, repair, or maintenance of real or personal property after bids are opened and before a contract is awarded, to determine if the bidder is "responsible." A "responsible" bidder is a bidder qualified to do the work. This will be determined by assessing the bidder skill, resources, experience, successful performance of

similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed.

#### **G. Insurance Requirements**

The insurance carrier for City of Plymouth requires evidence of coverage, certificates of insurance, from subcontractors working on city premises prior to the commencement of work. Coverage and limits required are as follows:

**General Liability** including Completed Operations coverage with minimum limits of:

- \$1,000,000 Each Occurrence Bodily Injury and Property Damage
- \$2,000,000 General Aggregate
- \$2,000,000 Products / Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury

The City of Plymouth should be named as an “Additional Insured” on a primary basis, with a Waiver of Subrogation in favor of the City of Plymouth, on the General Liability and Automobile Liability as related to the work performed by the subcontractor on behalf of The City of Plymouth.

**Automobile Liability** coverage for any Auto, Hired and Non Owned Autos:

- \$1,000,000 Limit

**Workers Compensation and Employers Liability:**

- Statutory Limits on Workers Compensation
- Employer’s Liability
  - \$500,000 each Accident
  - \$500,000 Disease – each employee
  - \$500,000 Disease – policy limit

Workers Compensation includes a Waiver of Subrogation in favor of the City of Plymouth.

#### **H. Compliance with Laws & Regulations**

In addition to non-discrimination and affirmative action compliance requirements listed below, the Contractor(s) ultimately awarded a contract shall comply with federal, state and local laws, including, but not limited to, all applicable OSHA requirements and the Americans Disabilities Act. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

#### **I. Licenses**

The Contractor shall obtain and maintain all licenses, permits and/or certificates both permanent and temporary throughout the period of the agreement. The Contractor and staff shall be licensed and authorized to do this specific type of work within the State of Minnesota.

#### **J. Interest**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agency, employee of the City of Plymouth or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or interest of any

corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

**K. Equal Opportunity Employment**

The City of Plymouth does not discriminate on the basis of race, color, creed, national origin, sex, religion, age, disability, affection preference, marital status, or status with regard to public assistance in employment. The City of Plymouth is an equal opportunity employer.

**L. Ownership of Documents**

All documents developed as a result of this contract will be freely available to the public and shall become the property of the City. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the City. Any publication of the information or results must be co-authored by the City.

**M. Data Practices**

All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

**N. Assigns & Successors**

This contract is binding on the City and the Contractor, their successors and assigns. Neither the City nor the Contractor will assign or transfer its interest in this Contract without the written consent of the other.

**O. Termination of Contract**

1. Termination without Cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.
2. Termination with Cause. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - a. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule)
  - b. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents
  - c. Contractor's disregard of Laws or Regulations of any public body having jurisdiction
  - d. Contractor's repeated disregard of the authority of the City of Plymouth

**P. Addendum**

1. Any changes to the specifications will be issued as a written addendum. No oral statements, explanations or commitments by whosoever shall be of any effect.
2. The contract may be amended from time to time through written agreement by both parties.

#### IV. Scope of Services

The overall scope of services sought is to provide timely processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23<sup>rd</sup> Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation.

The Contractor should be familiar with the site/location, the work to be done and local conditions affecting the cost of the work under which it must be performed and hereby proposes to furnish all labor, materials and equipment to meet the needs of these services. Plymouth Parks & Forestry will not be responsible for any damages to the Contractor's tools or equipment. There is limited parking or storage for equipment at the Yard Waste site.

The services and occurrence may include, but are not limited to:

##### A. Contract Period

The contract period shall be for one (1) year 2025.

##### B. Yard Waste Site Schedule

1. The Yard Waste Site is typically open from the first Wednesday in April through last Sunday in November, weather permitting.
  - a. **April – August:** Wednesday – Friday from 3:00 – 8:00 p.m. and Weekends from 10:00 a.m. – 5:30 p.m.
  - b. **September – November:** Wednesday – Friday from 3:00 – 6:00 p.m. and Weekends from 10:00 a.m. – 5:30 p.m.
2. Access to the site to grind wood waste or haul leaves shall be limited to the following times so as not to impede the public's use of the site during the normal hours of operation.
  - a. Monday – Tuesday from 7:00 a.m. – 7:00 p.m.
  - b. Wednesday – Friday from 7:00 a.m. – 2:30 p.m.
  - c. Saturday & Sunday from 6:00 – 9:00 p.m.

##### C. Yard Waste Site Grinding Requirements

1. **Specifications**
  - a. Grind wood waste within two week notice when directed by the City to keep the Plymouth Yard Waste site open for resident drop off of wood waste.
  - b. Promptly haul all wood waste off site after grinding with the exception of any mulch needed for City use.
  - c. Provide City 500 CY's of double grind mulch at no cost as requested by the City annually.
  - d. Promptly haul all leaves and garden waste within 2 week notice when directed by the City to keep the Plymouth Yard Waste site open for resident drop off of leaves and garden waste.
  - e. Provide City 200 CY of finished compost at no cost as requested by the City annually. No delivery charge if backhauled during grinding operations.
  - f. Secure all permits needed to remove EAB wood from Plymouth site.
  - g. Provide all equipment to grind and haul all wood and leave material off site.
  - h. In the event of a significant storm(s) where it is necessary for the City to open additional wood drop off sites, provide grinding and hauling of wood from these additional sites at market industry rates and provide required FEMA record keeping.
  - i. After the November closing of the site, any remaining small amount of wood and leaves not removed due to weather conditions shall be removed by the following spring of each contract year as road restrictions allow.

**2. *Clean Up***

The Contractor shall remove all debris caused by his work at the job site and at the end of each workday and dispose of it at no additional cost to Plymouth Parks & Forestry. Disposal shall be in strict accordance with local and State of Minnesota laws and ordinances.

**3. *Environmental Requirements***

- a. The Contractor shall conduct all aspects of its operation in compliance with all local, State of Minnesota and Federal Environmental Protection Agency rules, regulations, laws and any other legal requirements for the protection of the environment. Materials or processes that use asbestos, beryllium or mercury shall not be used.
- b. The Contractor shall immediately inform Plymouth Parks & Forestry of any investigation, citation, or legal action by any regulatory agency related to the Contractor's obligations under this Contract.

**4. *Site Damage***

The Contractor is required to immediately repair, to Plymouth Parks & Forestry's satisfaction, any sites damage caused by their equipment.

**E. *Personnel & Supervision***

1. The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the contract.
2. All personnel shall perform the work in a safe and professional manner.
3. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times and must be high-visibility Class 2 or wear an ANSI/ISEA Class 2 vest.
4. Contractors must adhere to all applicable laws pertaining to hiring practices and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.
5. No person shall use tobacco products or electronic cigarettes on City-owned parkland, park facilities, open space or joint City/School District properties, except within the confines of a vehicle in a designated parking area.

**F. *Safety Requirements***

1. All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly-accepted safety standards and all applicable local, state or federal laws.
2. Safety features on equipment should not be altered.
3. Safety shields must be in place on all equipment.
4. Personnel must wear proper protection as required.
5. Equipment is to be operated safely at all times.
6. Any violation of safety standards may be deemed cause for termination of the Contract.

**G. *Equipment***

1. All equipment owned or controlled by the Contractor, while operated and/or located on City of Plymouth property, shall conform with all applicable laws and regulations then in effect, including but not limited to those related to occupational safety and health.
2. All delivery, cleaning and/or pick-up operations are to be performed using machines manufactured by reputable companies recognized for producing high quality commercial equipment.
3. At no time, shall an operator of a piece of equipment leave visual contact of the equipment.



4. Any failure to comply with these provisions could result in immediate termination of the contract.

#### **H. Terms of Payment**

1. The Contractor will submit an invoice to Plymouth Parks & Forestry on a monthly basis for all work performed during the preceding month. The invoice shall include;
  - a. The total tons or cubic yards of wood ground or hauled.
  - b. The total tons or cubic yards of leaves hauled.
  - c. The total tons or cubic yards of grinding by-products hauled.
  - d. Explanation of areas that were skipped or not completed.
  - e. Any additional information that may be helpful.
2. Upon approval of required work as specified being completed, the invoice will be forwarded on to Finance for payment.
3. Invoices are due to Finance every Tuesday for processing checks on Friday.
4. A check is generally issued within 7-10 days from each Tuesday.

## Attachment A: Advertisement for Bid

### 2025 City of Plymouth

**NOTICE IS HEREBY GIVEN** that the City of Plymouth is seeking bids from companies for timely processing and hauling of materials at the Plymouth Yard Waste Site, 14900 23<sup>rd</sup> Avenue N. The processing and hauling shall not impede the public's use of the site during the normal hours of operation. All services must meet the criteria as detailed in the scope of services. The approximate value of work to be performed is \$185,000.

All bids will be received electronically at the QuestCDN bidding site until **Thursday, December 5, 2024, at 9:30 am, CST** and will then be opened publicly online.

Microsoft Teams Meeting Link: <https://tinyurl.com/wtt9cj4w>

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at [www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq). On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #9369597 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com).

All bids must be made online at the QuestCDN bidding site.

Direct inquiries to Brian Swartzner, Park Infrastructure Manager at (763) 509-5947 or [bswartzner@plymouthmn.gov](mailto:bswartzner@plymouthmn.gov). No questions will be answered within 48 hours of bid opening.

The City of Plymouth reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interests of the City.



City of Plymouth  
Parks & Forestry  
14900 23<sup>rd</sup> Avenue N  
Plymouth, MN 55447  
[www.plymouthmn.gov](http://www.plymouthmn.gov)

## **Yard Waste Site Grinding Advertisement for Bid**

All bids will be received electronically at the QuestCDN bidding site until **Thursday, December 5, 2024, at 9:30 am, CST** and will then be opened publicly online.

Digital copies of the Bidding Documents are available from Quest Construction Data Network (QuestCDN) at <http://www.questcdn.com> for a fee or at [www.plymouthmn.gov/parksrfq](http://www.plymouthmn.gov/parksrfq). On QuestCDN, these documents may be downloaded by selecting this project from the BIDDING DOCUMENTS link and by entering eBidDoc #9369597 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com).

All bids must be made online at the QuestCDN bidding site and must include the following bid elements. All signatures must be signed by an official who is legally authorized to bind the organization.

- Company Information – Recent Project, Licenses/Certificates, Equipment to be used, Lawsuits/Complaints & References
- Yard Waste Site Grinding Bid
- Certificate of Bid
- Responsible Bidder Evaluation
- Affidavit of Non-Collusion



**Plymouth Parks & Forestry  
Yard Waste Site Grinding  
Company Information**

**Company Information**

<b>Company</b>					
<b>Main Contact</b>		<b>Title</b>			
<b>Email</b>		<b>Phone</b>			
<b>Address</b>					
<b>City</b>		<b>State</b>		<b>Zip</b>	
<b>Website</b>					
<b>Tax ID#</b>		<b>Corporation or Partnership</b>			
<b>Years in Business</b>		<b>Years in Plymouth Area</b>			
<b>Permanent Employees</b>		<b>Temporary Employees</b>			
<b>Type of work performed by your Company</b>					

**Recent Projects of similar scope and size performed**

Company	Contact	Email	Type of Work

**List all your companies applicable Licenses and Certificates**

License/Certificate	Number	Expiration

**Please list equipment to be used in Plymouth. For example, grinders, loaders, trucks, etc.**

Piece of Equipment	Brand	Model	Quantity

**List all lawsuits or complaints filed against quoter for the last five (5) years.**

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### Company References

☐ Check box if your company has been a vendor for this service in the past two years. If yes, then it is not necessary to complete the requested references.

Company Reference #1					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #2					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					

Company Reference #3					
Main Contact		Title			
Email		Phone			
Address					
City		State		Zip	
Website					
Description of Work Performed					



# **Plymouth Parks & Forestry** **Yard Waste Site Grinding** **Bid Sheet**

The City of Plymouth will have Yard Waste Site Grinding at the Plymouth Yard Waste Site, 14900 23<sup>rd</sup> Avenue N.

## **Yard Waste Site Grinding**

**FEMA Standard Conversion Rate of 4 cubic yards = 1 ton**

#	Item	Price per Ton
1	Grinding & Hauling Wood	
2	Hauling Leaves	
3	Hauling Grinding By-Products	

The City may require additional product beyond the quantities noted in the specifications. The City will notify the contractor of the quantities required. To save on delivery fees, backhauling from their off-site location is acceptable.

#	Supplemental Items	Price per Cubic Yard
1	Delivered Mulch	
2	Delivered Compost	



**Plymouth Parks & Forestry  
Yard Waste Site Grinding  
Certification of Bid**

We have read the Plymouth Parks & Forestry Advertisement for Bid and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the bid requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by Plymouth Parks & Forestry.

We further certify that since the receipt of this Bid, no contact, discussion or negotiation has been made nor will be made regarding this Bid with any City of Plymouth City Council Member, Parks & Advisory Commission Member or City of Plymouth staff.

We certify our bid shall remain valid for a period of 60 days after the due date of responses.

**Submitted by:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**City of Plymouth**



## Yard Waste Site Grinding Responsible Bidder Evaluation

The City will review the qualifications and experience of bidders for construction, alteration, repair, or maintenance of real or personal property after quotes are opened and before a contract is awarded, to determine if the quoter is “responsible.” A “responsible” bidder is a bidder qualified to do the work. This will be determined by assessing the bidder’s skill, resources, experience, successful performance of similar contracts (on time and on budget), and all other matters bearing upon the likelihood that the contract will be successfully completed. In all cases where a bidder is unknown or where there are any questions about the qualifications of the bidder, the following information will be required of the apparent low bidder:

You are required to complete and return this questionnaire before the City Council considers awarding you the contract.

1. Identify all similar public projects in which you were the contractor. If you have had more than five such contracts, list only the last five contracts, and as to each contract identified provide the following information:

<b>Project #1</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #2</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #3</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #4</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

<b>Project #5</b>		<b>Date</b>	
<b>Project Description</b>			
<b>City Contact Person</b>			
<b>County Contact Person</b>			
<b>State Contact Person</b>			
<b>Were change orders in excess of 5% requested? If yes, explain the circumstances.</b>			
<b>Were liquidated damages assessed? If yes, explain the circumstances.</b>			
<b>Was the project completed on schedule? If no, explain the circumstances.</b>			

2. Describe all construction arbitration claims and any construction or project litigation in which you have been a party in the last five years.

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3. Identify all public projects you have had with the City of Plymouth in the last five years.

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4. In the last five years has a bonding company ever refused to issue you a performance bond? If yes, explain the circumstances.

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5. In the last five years have any claims been filed against a performance or payment bond that you have provided a public entity? If yes, explain the circumstances.

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6. In the last five years, has your firm or any of its owners or employees been fined by a federal or state agency for a contract or workplace matter (such as wage or hour or safety violations), or debarred under Part 29, Title 49 CFR or any other law from submitting bids on public projects? If yes, explain the circumstances.

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7. In the last five years, has your firm or any of its owners or employees been charged or convicted of a crime involving the awarding, bidding or performance of a government contract? If yes, provide full details.

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## Contractor Verification of Compliance

The undersigned, being first duly sworn, as a responding contractor on the Project, represents and swears as follows:

Now, and at all times during the duration of the Project, the undersigned complies with each of the minimum criteria in Minn. Stat. § 16C.285, Subd. 3, the Responsible Contractor Statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, Subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

Upon request, the undersigned will submit copies of the signed verifications of compliance from all subcontractors.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, or its subcontractor that makes the false statement, ineligible to be awarded a constructed project and may result in termination of a contract awarded to the undersigned or its subcontractor that submits a false statement.

Certified as true and correct this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
*Printed name, Title*

\_\_\_\_\_  
*Signature*

***Resolution No. 2015-016, January 13, 2015  
(Supersedes Resolution No. 2004-024, January 13, 2004)***



**Plymouth Parks & Forestry  
Yard Waste Site Grinding Bid  
Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am a partner in the bidding partnership (if the bidder is a partnership) or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf;
2. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, or without any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder and will not be communicated to any such person prior to the official opening of the bid(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

**Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Quoter's E.I.N.:** \_\_\_\_\_

*Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

\_\_\_\_\_  
**Notary Public Signature**

**Seal**