



ECONOMIC DEVELOPMENT AUTHORITY

23340 BRIDGE ST. NW. ST FRANCIS, MN 55070

763-267-6191

Request for Proposal  
Demolition and Property Cleanup  
For  
3757 Bridge Street NW  
St. Francis, MN 55070

February 6<sup>th</sup>, 2018

# **TABLE OF CONTENTS**

## **1.0 INTRODUCTION**

- 1.1 Project Description
- 1.2 Authority
- 1.3 Background
- 1.4 Property Description
- 1.5 Project Information Contact
- 1.6 Project Timetable
- 1.7 Definitions

## **2.0 SCOPE OF WORK**

- 2.1 Purpose
- 2.2 Unenforceability
- 2.3 Scope of Work

## **3.0 REQUEST FOR PROPOSAL**

- 3.1 Pre-Demolition and Cleanup site tour
- 3.2 Proposal content
- 3.3 Proposal Submission
- 3.4 Proposal Evaluation and Selection

## **4.0 TERMS AND CONDITIONS**

## **5.0 GENERAL CONDITIONS**

## **6.0 REQUIRED FORMS**

## **7.0 ATTACHMENTS**

## **SECTION 1.0**

### **1.1 PROJECT DESCRIPTION**

The City of St. Francis is seeking proposals from qualified applicants to provide excavation, demolition and proper disposal of all buildings and foundations on a property located at 3757 Bridge St NW, St. Francis, MN 55070

### **1.2 AUTHORITY**

The property is currently owned by the City of St. Francis Economic Development Authority

### **1.3 BACKGROUND**

The property was purchased for the purpose of demolition and future redevelopment

### **1.4 PROPERTY DESCRIPTION**

Type: Residential property, house and garage

Address: 3757 Bridge Street NW, St Francis, MN 55070

Built: 1920

Parcel Identification Number: 32-34-24-34-0071

Lot Size: 0.59 acres

### **1.5 PROJECT INFORMATION CONTACT**

Questions concerning the RFP shall be in written format, sent by U.S Mail or email and directed to the below listed name, prior to **4:00 p.m. on Thursday, March 01, 2018**

City of St. Francis  
Community Development Department  
Attn: Mike Creelman  
23440 Cree Street NW  
St. Francis, MN 55070  
[mcreelman@stfrancismn.org](mailto:mcreelman@stfrancismn.org)

## 1.6 PROJECT TIMETABLE

The following timetable will be followed during the course of the RFP process:

- a. Request for Proposals Issued: 02-06-2018
- b. Site Tour for Qualified Contractors: 02-22-2018
- c. Deadline for written questions: 03-01-2018
- d. Written response for all questions received: 03-08-2018
- e. Deadline for proposals: 03-13-2018
- f. EDA Selection: 03-19-2018
- g. Job Notification/Demo Permit Released: 03-20-2018
- h. Demolition completed by: 04-20-2018

## 1.7 DEFINITIONS

**Asbestos:** means an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate. Prolonged, inhalation of asbestos can lead to asbestosis -- a chronic, progressive lung disease.

**Cesspool:** means an underground pit, receptacle, or seepage tank that receives sewage directly from a building sewer and leaches sewage into the surrounding soil, bedrock, or other soil materials. Cesspools include sewage tanks that were designed to be watertight, but subsequently leak below the designed operating depth.

**City:** means City of St. Francis and/or the St. Francis EDA.

**Contractor (or general contractor) or Proposer:** means an organization or individual that contracts with the City for the removal, disposal and contract costs required pursuant to the RFP. The "general contractor" is responsible for the demolition, removal and proper disposal of all solid waste materials resulting from the property. In situations where it is needed, the "general contractor" may rely on the services of a "subcontractor" to remove and properly dispose of certain "hazardous wastes" materials, and or other waste materials that the "general contract" may not be qualified to handle if so noted in the RFP or approved by the City in writing.

**Construction and Demolition Debris Land Disposal Facility:** means a site permitted by the Minnesota Pollution Control Agency (MPCA) and or licensed by a County that is used to Dispose of Construction and Demolition Debris.

**Construction and Demolition Debris (or Demolition Waste):** means Solid Waste resulting from construction, remodeling, repair, erection and demolition of buildings, roads and other artificial structures, including: concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, plastic building parts, plumbing fixtures, roofing materials, wallboard, and built-in cabinetry. Construction and Demolition Debris does not include: asbestos waste; auto

glass; wood treated with chemical preservatives; furniture; lighting equipment; vermiculite; contaminated soil; firebrick; food waste; machinery; engine parts; paints; paint thinners or solvents; varnishes; street sweepings; tar; carpet/padding if not affixed to a structure; mattresses; adhesives, caulking, sealants and applicators, brushes, containers, tubes, filters contaminated with these materials; sandblasting materials; agricultural chemicals or containers (including empty pesticide, herbicide, and insecticide containers); chemical containers; animal carcasses, parts, or rendering and slaughterhouse wastes; appliances (including white goods and brown goods); ashes or hot wastes that could spontaneously combust or ignite other wastes due to high temperatures; ash from incinerators, resource recovery facilities and power plants; batteries; carbon filters; fluorescent tubes and ballasts; high-intensity discharge lamps; foundry wastes; Hazardous Waste; household Refuse or garbage; infectious waste; liquids (any type), liquid non-hazardous materials; medical waste; mercury containing wastes (thermostats, switches); PCB contaminated wastes; petroleum products and their containers or filters (including oil, grease or fuel); radioactive waste (unless natural materials at normal background levels); septic tank pumping's; sludge's (including ink, lime, wood, sewage or paper); live coal tar (including applicators, containers, and tubes); Waste Tires; vehicles; Yard Waste; and packaging materials, including cardboard, paper, shrink-wrap and Styrofoam. Mixtures of Construction and Demolition Debris with other Solid Waste are not Construction and Demolition Debris.

**Chemical Container(s):** means any portable device in which a chemical such as pesticides, insecticides, fertilizers, or other such related materials either in bulk form or liquid form is stored, transported, or otherwise handled.

**Chlorofluorocarbons (CFCs):** A family of inert, nontoxic, and easily liquefied chemicals used in refrigeration, air conditioning, packaging, insulation, or as solvents and aerosol propellants. Because CFCs are not destroyed in the lower atmosphere, they drift into the upper atmosphere, where their chlorine components destroy ozone.

**Electronic Waste:** (abbreviated E-Waste) means devices containing complex circuitry, circuit boards, or signal process capabilities for processing or displaying information. Electronic products include, but are not limited to, computer monitors, computers, televisions, photocopiers, facsimile machines, video monitors and equipment, telephones and telecommunication equipment, cordless rechargeable appliances, and audio equipment.

**Hauler:** means any Person licensed by a City who collects or transports solid waste, recyclable materials or Yard Waste, but does not include a Self-Hauler.

**Hauler Services:** means the Mixed Municipal Solid Waste Services provided by a Hauler or Self-Hauler.

**Hazardous Waste:** means any Refuse, sludge, or other waste material or combinations of Refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of Hazardous Waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous Waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

**Household Hazardous Waste:** means waste generated from household activity that exhibits the characteristics of or that is listed as hazardous waste under MPCA rules, but does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, or household refuse.

**Licensee:** means the Person who has been issued a license by a City to carry out any of the activities for which a license is required under the provisions of this Ordinance.

**Major Appliance or Appliance:** means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, freezers and other appliances designated by State law or this Ordinance.

**Mixed Municipal Solid Waste or MMSW: means:**

- a. Garbage, Refuse, and other Solid Waste from residential, Non-Residential, industrial, and community activities that the Generator of the waste aggregates for Collection, except as provided in paragraph B.
- b. Mixed Municipal Solid Waste does not include auto hulks, street sweepings, ash, Construction and Demolition Debris, mining waste, sludge's, tree and agricultural wastes, Waste Tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and Disposed of as separate waste streams, but does include Source-Separated Compostable Materials.

**Polychlorinated Biphenyl or "PCBs":** means an industrial solid waste that consists of two hundred nine (209) possible compounds that may have 1-10 chlorine atoms attached to a biphenyl aromatic structure.

**Problem Material:** means a material that, when processed or disposed of with Mixed Municipal Solid Waste, contributes to one of the following results: 1) the release of a hazardous substance, or pollutant or contaminant as defined in Minn. Stat. §115B.02; 2) pollution of water as defined in Minn. Stat. §115.01; 3) air pollution as defined in Minn. Stat. §116.06; or 4) a significant threat to the safe or efficient operation of a Solid Waste Management Facility.

**Property:** means that property with an address of 3757 Bridge Street NW, St. Francis, MN 55070.

**Public Health Nuisance:** means the creation of conditions or acts that unreasonably annoy, injure, or endanger the safety, health, comfort, or repose of any number of members of the public.

**Recycling Facility:** means a facility approved of and or licensed by a County used to aggregate, process, or market Recyclable Materials. Recycling Facility does not include an individual generator of Recyclable Materials, such as a homeowner or business and it does not include a manufacturer using Recyclable Materials as feedstock.

**Recyclable Materials:** means marketable materials that are separated from Solid Waste for the purpose of Recycling, including paper, glass, plastics, metals, automobile oil, and batteries. Refuse-derived fuel or other material that is destroyed by incineration is not a Recyclable Material. Recyclable Materials also refers to marketable materials separated from Industrial Solid Wastes and Construction and Demolition Debris for the purpose of recycling.

**Recycling:** means the process of Collecting and preparing Recyclable Materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of Recyclable Materials in a manner that precludes further use.

**Solid Waste:** means garbage, Refuse, sludge from a water supply treatment plant or air contaminant treatment Facility, and other discarded waste materials and sludge's, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, mining, and agricultural operations and from Non-Residential Property, and from community activities, but does not include Hazardous Waste; animal waste used as fertilizer; earthen fill, boulders, rock; sewage sludge; solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under Section 402 of the federal Water Pollution Control Act, as amended; dissolved materials in irrigation return flows; or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

**Solid Waste Management Facility:** means a Solid Waste Land Disposal Facility, a Construction and Demolition Debris Land Disposal Facility, an Industrial Solid Waste Land Disposal Facility, a Compost Facility, a Transfer Station, a Solid Waste Processing Facility, a Waste Tire Facility, a Waste Tire Collection Site, a Waste Tire Facility, a Waste Tire Processing Facility, or a Recycling Facility, that is recognized and approved for acceptance by the Solid Waste Administrator for the purposes of private property abatement. If the above solid waste management facility is located within the County, it must possess a license by the County in order to operate.

**Transportation or Transports:** means the conveying of Solid Waste from one place to another.

**Waste Tire:** means a pneumatic tire or solid tire for motor vehicles that has been discarded or that can no longer be used for its original intended purpose because of wear, damage, or defect.

## **2.0 SCOPE OF WORK**

### **2.1 PURPOSE**

The purpose of this project is to excavation, demolition, and proper disposal of a building foundation from the property (the "Abatement").

### **2.2 UNENFORCEABILITY**

Any clause in a public works contract that waives, releases, or extinguishes the rights of a contractor to seek recovery for costs or damages, or seek an equitable adjustment, for delays, disruption, or acceleration in performing the contract is void and unenforceable if the delay, disruption, or acceleration is caused by acts of the contracting public entity or persons acting on behalf of the public entity for which the public entity is legally responsible. Minn. Stat. Ann. § 15.411 (West).

### **2.3 SCOPE OF WORK**

The successful proposer is required to complete the following Scope of Work during the course of the abatement:

- a. Identify the location of all utility lines servicing this property and properly vacating them (electric, phone, cable, gas).
- b. Demolition and complete removal of the foundation. Back fill with clean fill to six inches (6") above grade, and provide for final grading of the property.
- c. If present, remove and properly dispose of petroleum contaminated soils according to Minnesota Rules Chapter 7037 (Petroleum Contaminated Soil Management).
- d. Submit invoices to the City along with verification that all solid waste and hazardous waste materials removed from the property were properly disposed of at a permitted and licensed facility, or as directed.
- e. Prepare a final report, including, at a minimum, the following requirements:
  - i. Type and quantity of solid waste items/materials removed,
  - ii. Disposal site(s),
  - iii. Recycling Facility(s)
  - iv. Days and hours needed to complete abatement procedures, and
  - v. Itemized list of costs for completing abatement procedures.

## 3.0 REQUEST FOR PROPOSAL

### 3.1 PRE-DEMOLITION AND CLEANUP SITE TOUR

A Pre-Demolition Tour of the property will be conducted on **February 22, 2018 at 10am to 12pm** for all interested contractors who intend to complete an RFP for the project.

### 3.2 PROPOSAL CONTENT

Submitted proposals shall contain the following to be considered complete and valid:

1. Cover Letter (See 4.0.B for signature requirement)
2. Request for Proposal including the following completed forms:
3. Form 1 – Proposer Identification/ Description (See Form 1)
4. Form 2 – Cost Estimate Sheet (See Form 3)
5. Form 3 – Additional Questions for Proposer
6. Form 4 – Confidentiality Agreement
7. Form 5 – Requested Service Time Line
8. Form 6 – Certification (See 4.0.B for signature requirement)
9. Proof of Insurance

### 3.3 PROPOSAL SUBMISSION

Qualified contractors shall submit their proposals using one of the following two methods; 1) PDF format, or 2) In writing with one (1) original and two (2) copies, printed back-to-back, by **5:30 P.M. on March 13, 2018**. Failure to submit a proposal on time may be grounds for rejection of the proposal. The proposal shall be addressed to:

City of St. Francis

Attn.: Mike Creelman

23340 Cree Street NW, St. Francis, MN 55070

### 3.4 PROPOSAL EVALUATION AND SELECTION

1. **Evaluation of Proposals.** Evaluation of proposals by staff, advisory committees, or by any other group is advisory only. The City may consider or reject such evaluations or recommendations for any or all proposals. Such evaluations are for the sole benefit of the City, and as such, they are not binding upon the City nor may they be relied upon in any way by a Proposer.
2. **Evaluation.** Each proposal will be evaluated for the following:
  - a. Completeness.
  - b. The proposer's understanding of the Scope of Work to be provided.
  - c. The proposer's previous experience in providing the services called for in the Scope of Work, and any identified conflicts.

- d. The experience, qualifications, and availability of the staff to be assigned to the City for advisory services.
  - e. The extent to which previous clients have found the services of the proposer, and the staff to be assigned, acceptable.
  - f. Ability to execute Confidentiality Agreements.
  - g. Oral Interview responses if Oral Interviews are conducted as part of the evaluation process.
3. **Additional Information Requests.** The City reserves the right to request additional information or clarification from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the City has the right to request the presence of Proposer's representatives and answer specific questions. Notification of any such requirement will be given as necessary.
4. **Disqualification.** Any one or more of the following may be considered as sufficient for the disqualification of a Proposer and the rejection of the proposal or proposals:
- a. Incomplete Proposal Submittal.
  - b. Conflict of Interest with the City or its agents.
  - c. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
  - d. Lack of qualifications or experience.
  - e. Unsatisfactory performance record, judged from the standpoint of references.
  - f. Failure of the Proposer to be properly licensed or insured.
  - g. Any other reason to be determined in good faith to be in the best interests of the City.
  - h. Failure to comply with any qualification requirements of the City.
5. **Selection.** The City will notify the successful proposer on or before the date described in Section 1.6.F.

## 4.0 TERMS AND CONDITIONS

- A. **RFP Preparation Costs.** Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
- B. **Proposal Signature.** The Cover Letter and Certification pages of the RFP shall be signed by the individual Proposer or a principal of the Proposer who is fully authorized to act on behalf of the Proposer(s) and can be held accountable for all representations.
- C. **Proposal Errors.** Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the Project Information Contact noted in Section 1.5
- D. **Withdrawal of Proposals.** Any Proposer may withdraw a submitted proposal **at any time** by notifying, in writing, the Project Information Contact noted in Section 1.5.

- E. Key Contact Person. The successful proposer will be expected to identify an individual to serve as the key contact person with the City. Any changes in the key contact person during the course of the project term must be agreed upon by the City, in advance.
- F. Negotiation of Contract. The RFP award is subject to successful negotiation of a contract between the successful proposer and the City. The contract will include terms set forth in Section IV of the RFP and proposer's proposal. The City may, in its sole discretion, re-negotiate and/or award to another successful Proposer. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into a contract with the City of St. Francis and or the St. Francis EDA.
- G. Project Start/Completion Date. If chosen as the contractor, the contractor will complete all work **within Thirty Days days (30) days** of the project start date, absent any unidentified waste or similar existing circumstances. The project start date shall be agreed upon with City.
- H. Proposer/City Relationship. The successful proposer will be required to work closely with City Staff during the course of the Abatement process.
- I. Stop Work. The successful proposer shall stop work on the property and notify City if any additional work outside to the scope of work noted in Section 2.3 is identified such as but not limited to buried utilities, contaminated soils, unidentifiable waste, or hazardous waste.
- J. Licensed Waste Hauler. the successful proposer must be a licensed waste hauler or must retain the services of a licensed refuse hauler for the removal of solid waste materials.
- K. Cost Estimate Exceedance. The successful proposer shall not exceed the cost noted on the Cost Estimate Form (Form 2) of Section 6.0 without prior authorization from City.
- L. Invoice Submittal. Because this is a City authorized cleanup, the successful proposer/contractor shall be working for the City as an independent contractor and all invoices shall be submitted to the City only.
- M. Use of Permitted Solid Waste Facilities. The successful proposer shall dispose of all solid waste and hazardous waste (including HHW and demolition debris) resulting from the property at solid waste facilities that are permitted and licensed by either County, and/or the Minnesota Pollution Control Agency.
- N. Verification of Proper Disposal. The successful proposer shall provide receipts and other documentation necessary to verify legal disposal to the City.

- O. Invoice Payment. The successful proposer shall understand that if any of the conditions in 4.0.N and 4.0.O are not met, payment or reimbursement may not occur for partial or all costs incurred.

## 5.0 GENERAL CONDITIONS

- A. Invitation for Proposals. The issuance of this Request for Proposal (“RFP”) constitutes only an invitation to submit proposals to the City of St. Francis. It is not to be construed as an official request for bids, but as a means by which the City can acquire information related to retaining Contractor services.
- B. Submission of Proposals. The City is not obligated to respond to any proposal submitted nor is the City legally bound in any manner whatsoever by the submission of a proposal.
- C. Compliance with Minimum Standards. The City reserves the right to determine, in its sole and absolute discretion, whether any aspect of any proposal satisfactorily meets the criteria established in this RFP.
- D. Additions, Amendments, and Withdrawal/Cancellation of RFP. The City reserves the right to add to, amend, withdraw and/or cancel, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise. If any part of the RFP is revised, addenda to the RFP will be provided to all Proposers who provided a copy of the RFP.
- E. Cancellation. The City reserves the right, without any liability, to cancel the award of any proposals at any time before execution of any subsequent contract or agreement documents by all parties.
- F. City Interests. The City reserves the right to reject any and all proposals which do not, in the City’s judgment, serve the best interests of the City. The City also reserves the right to accept other than the lowest cost proposal.
- G. City Rights. The City has broad rights with respect to the proposal detailed in this RFP. The City of St. Francis may decide to contract with more than one entity to develop the services contemplated herein. The City also reserves the right to:
  - a. Withdraw this Request for Proposal at any time.
  - b. Accept any proposal.
  - c. Reject all proposals.
  - d. Reject any proposal which, in its sole judgment, does not serve its best interests.
  - e. Waive minor irregularities in the proposal request process.

- H. **Contract Negotiation.** It is understood that any proposal received and evaluated by the City can be used as a basis for direct negotiation of the cost and terms of a contract between the City and the particular individual or entity submitting such a proposal. The City of St. Francis reserves the right to negotiate pertinent contract terms concurrently with any number of individuals or entities as it deems in the City's best interests, whether or not such individuals or entities submitted a proposal. It is the intention of the City to subsequently enter into a contract with the individual or entity with which the City can make the most satisfactory arrangements for its needs.
- I. **Awarding of Contract.** The City reserves the right not to award a contract to any Proposer(s) and to reject all proposals. If the City decides to award a contract(s), the City will award a contract(s) to the qualified Proposer(s) whose proposal the City determines best meets the needs of the City. The City reserves the right to award a contract(s) other than to the lowest priced proposal. The City's determination is in its sole discretion.
- J. **City Not Liable.** It is agreed by and between the parties of this RFP that in no event shall the City itself nor any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein obtained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this RFP.
- K. **Public Record/Confidentiality.** Proposals submitted become a matter of public record. Information supplied by the Proposer to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Such information is public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the City regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. The Proposer agrees as a condition of submitting a proposal that the City will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.
- L. **Indemnification.** To the fullest extent permitted by law, Proposers agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Proposer's negligence or the Proposer's performance or failure to perform its obligations under this Proposal and any subsequent Agreement. Proposer's indemnification obligation shall apply to the Proposer's subcontractor(s), or anyone directly or indirectly employed or hired by Proposers, or anyone for whose acts Proposers may be liable. Proposers agree this indemnity obligation shall survive the

completion or termination of work requested in this RFP and any subsequent Agreement.

- M. Independent Contractor. It is expressly understood that the Proposers are an “independent contractor” and not an employee of the City. Proposers shall have control over the manner in which the Services are performed under their Proposal and any subsequent Agreement. Proposers shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this RFP. Proposers shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers’ compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this RFP or any subsequent Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.
- N. Ownership of Materials Submitted. All material submitted with or as part of the response to this RFP is the property of the City and will not be returned.
- O. Proposers’ Costs. The City shall not be responsible for any costs incurred by Proposers in connection with this RFP. This RFP also does not commit the City either to award a contract or to pay for any costs incurred in the preparation of a proposal.
- P. Use of Proposal Ideas. The City reserves the right to use any or all Proposer ideas presented. Selection or rejection of the proposal does not affect this right.
- Q. Security in lieu of bond. The City shall require either a performance bond, certified check or cashier’s check made payable to the City for the performance of the contract in this matter in the sum of 100%of the proposal amount.
- R. Insurance. The proposer shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the City for this proposal and, if successful, throughout the term of the work contemplated by this RFP.
1. Commercial General Liability Insurance
    - a. \$1,500,000 per occurrence/\$2,000,000 annual aggregate
    - b. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. All policies shall be written on an occurrence basis using ISO form CG 00 01 07 98 or its equivalent.
    - c. Automobile Insurance
    - d. Coverage shall be provided for hired, non-owned and owned auto.
    - e. Minimum limits: \$1,500,000 per occurrence /\$1,500,000 annual aggregate
  2. Workers’ Compensation and Employer’s Liability as required by Minnesota Law.
  3. Professional Liability/Errors and Omissions Coverage

- a. \$1,000,000 per claim. \$2,000,000 per aggregate. All policies shall be written as acceptable to City.
  4. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
  5. All Certificates of Insurance shall provide that the insurance company gives the City sixty (60) days prior written notice of cancellation, non-renewal and/or any material change in policy.
  6. The above sub-paragraphs establish the City's insurance requirements, and it is the sole responsibility of Contractor to purchase and maintain additional insurance that may be necessary in connection with this Proposal as it deems fit.
  7. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the City. Copies of insurance policies shall be submitted to the City upon request.
  8. Nothing in this Agreement shall constitute a waiver by the City of any statutory or common law immunities, limits, or exceptions on liability.
  9. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than A.
- S. Responsible Contractor. The successful Proposer must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements 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. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

## **6.0 REQUIRED FORMS**

- A. The following documents, which are part of this section, need to be completely filled out in order for your proposal to be accepted for consideration:
- i. Form 1 – Proposer Identification/Description
  - ii. Form 2 – Cost Estimate Sheet.
  - iii. Form 3 – Additional Questions for Proposer
  - iv. Form 4 –Confidentiality Agreement
  - v. Form 5 – Requested Service Timeline
  - vi. Form 6 – Proposer Certification

## **7.0 ATTACHED**

1. Site photo
2. Environmental report