**REQUEST FOR PROPOSALS (RFP)**

**BUILDING DECONSTRUCTION AND SALVAGE**

**[ ]** is seeking proposals for deconstruction and salvage on **[ ]** owned land.

Property name

Property address

Additional property info

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**Section 1.0 INTRODUCTION**

**1.1 BACKGROUND**

**[ ]** recently acquired land to be protected as culturally significant and appropriately developed as public outdoor interpretive and recreation space. The **[ ]** is partnering with the **[ ]** to follow **[ ]**. The **[ ]** seeks to have the structures removed through the process of deconstruction to allow salvaging of as much material as is feasible.

The **[ ]** conducted a **[ ]** to determine potential significance of buildings and guide the decisions on building retention. The **[ ]**t is attached to this Request for Proposal (RFP) as **Exhibit A**.

**[ ]** staff also completed a pre-demolition checklist for each building slated for removal. The completed checklist and photos are included as **Exhibit B**.

**1.2 PROPERTY DESCRIPTION**

|  |  |
| --- | --- |
| Project Site | **[ ]** |
| Address/Directions: | **[ ]** |
| County: | **[ ]** |
| Property ID Number: | **[ ]** |
|  | View at **[ ]** |
| Legal Property Description: | **[ ]** |

**1.3 PROJECT INFORMATION CONTACT**

**[ ]**

**1.4 PROJECT TIMELINE**

|  |  |
| --- | --- |
| Request for Proposals Released | **[ ]** |
| Site Tour for Qualified Contractors | **[ ]** |
| Deadline for Questions | **[ ]** |
| Written Clarifications Sent | **[ ]** |
| Deadline for Proposals | **[ ]** |
| Contract Award Announced | **[ ]** |

**1.5 LOCATION MAP**

**[ ]**

**1.6 DECONSTRUCTION/SALVAGE OR REMOVAL MAP**

**[ ]**

**Section 2.0 DEFINITIONS**

Words used in the present tense include the past and future tense; the singular number includes the plural and the plural includes the singular; the words "shall" and "must" are mandatory and the words "may" and "should" permissive.

When used in this Request For Proposal the following terms shall have the meaning given to them.

1. **“ASBESTOS”** means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonitegrunerite, anthophyllite, and actinolite-tremolite.
2. **“CHLOROFLUOROCARBONS” or "CFCS"** **and “HYDROCHLOROFLUOROCARBONS” or “HCFC’S”** means the substances identified as class I or class II substances under section 602 of the Clean Air Act, United States Code, title 42, section 7671, as amended by the Clean Air Act Amendments of 1990.
3. **“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. Demolition waste does not include: asbestos waste; auto glass; wood treated with chemical preservatives; furniture; lighting equipment; vermiculite; contaminated soil; firebrick; food waste; machinery; engine parts; liquid 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 Ordinance No. 180 Solid Waste Management SECTION 2.0 DEFINITIONS Page 5 spontaneously combust or ignite other wastes due to high temperatures; ash from incinerators, energy 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); septage; sludges (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 polystyrene. A mixture of demolition waste with other solid waste is not demolition waste.
4. **“DISPOSAL” or “DISPOSE”** means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwater.
5. **“DISPOSAL FACILITY”** means a solid waste facility permitted by the MPCA that is designed or operated for the purpose of disposing of waste in or on the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another solid waste facility.
6. **“DUMPING”** means the illegal placement of any solid waste anywhere other than an approved facility or container.
7. **“FACILITY”** means all contiguous land, structures, monitoring devices, and other improvements on the land used for monitoring, treating, storing, or disposing of solid waste, leachate, or residuals from solid waste processing.
8. **“GARBAGE”** means discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.
9. **“HAULER”** means any person in the business of the collection and transportation of solid waste.
10. **“HAZARDOUS WASTE”** means refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials in a 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 or 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.
11. **“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.
12. **“MIXED MUNICIPAL SOLID WASTE” or “MSW”** means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection. MSW does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, used oil, and other materials collected, processed, and disposed of as separate waste streams.
13. **“OPEN DUMP”** means a disposal facility at which solid waste is disposed of in a manner that does not protect the environment, is susceptible to open burning, and is exposed to the elements, vermin, and scavengers.
14. **“OPERATIONS”** means any site, facility, or activity relating to solid waste management purposes pursuant to this Ordinance.
15. **“PERSON”** means any human being, municipality or other governmental or political subdivision or other public agency, public or private corporation, partnership, firm, association, organization, receiver, trustee, assignee, agent, or other legal entity.
16. **“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.
17. **“PROCESSING”** when referring to solid waste, means the treatment of solid waste after collection and before final disposal. Processing includes, but is not limited to: containment, reduction, storage, separation, exchange, physical, chemical or biological modification, and subsequent transfer from one solid waste facility to another.
18. **“PROCESSING FACILITY”** means a site used to process solid waste, including all structures, equipment used to process the waste, storage areas for the incoming waste, and the final product and residuals resulting from the process. Processing facilities includes, but is not limited to wood, electronic, and major appliance recycling facilities, and salvage yards.
19. **“RECYCLABLE MATERIALS”** means materials that are separated from solid waste for the purpose of recycling including paper, glass, plastics, metals, wood, shingles, automobile oil and batteries.
20. **“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 the recyclable materials in a manner that precludes further use.
21. **“RECYCLING FACILITY”** means a processing facility that collects, processes, and repairs recyclable materials and reuse them in their original form or use them in manufacturing processes.
22. **“SOLID WASTE” or “WASTE”** means garbage, refuse, sludge, from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semi solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, 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 water resources, such as silt, dissolved and 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, or its successor, 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, or its successor.
23. **“SOLID WASTE FACILITY”** means all property, real or personal, including negative and positive easements and water and air rights, that is used for processing, managing, or disposing of solid waste, except property used primarily for the manufacture of metal or paper. The term solid waste facility includes solid waste landfills, transfer stations, incinerators, energy recovery facilities, RDF processing facilities, solid waste storage facilities, processing facilities, composting facilities, infectious waste facilities, and also includes any other intermediate and final solid waste disposal sites and facilities.
24. **“SOLID WASTE MANAGEMENT”** means activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.
25. **“TRIBAL”** means the federally recognized Indian Tribes located in Minnesota including Bois Forte Band; Fond Du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band; Red Lake Nation; Lower Sioux Indian Community; Prairie Island Indian Community; Shakopee Mdewakanton Sioux Community; and Upper Sioux Community [MN Statute 10.65 Subdivision 2(4)].

2.31 “**TRIBAL MONITOR”** means a Culturally trained specialist that is retained on site to monitor project activities that enables Tribes to have first-hand exposure and representation in the field and to provide direct input during activities that may have the potential to identify and/or affect sensitive tribal cultural resources.  This Tribal affiliated specialist that has the authority to oversee tribal cultural interests within the project area, and to stop work/activities when it is in the best interest of the culture.  Tribal monitors are to be kept informed and consulted for consent on changes to daily work plans.

1. **“TOXIC WASTE”** means substances, whether liquid, gaseous or solid form, which when collected, stored, transported or disposed of, may be acutely toxic to humans or other animals, or plant life, or be directly damaging to property including, but not limited to, pesticides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar noxious substances.
2. **“WASTE TIRE” or “TIRE”** means a tire, with or without a rim, that is no longer suitable for its original intended purposes because of wear, damage, defect, or rejection; or a tire in any condition that is abandoned or disposed of.
3. **“WETLAND”** means a surface water feature classified as a wetland in the United States Fish and Wildlife Circular No. 39 (1971).

**Section 3.0 SCOPE OF WORK**

**3.1 PURPOSE**

The structures onsite are to be deconstructed or disassembled in a way so that the maximum amount practicable of materials can be first reused, then recycled, rather than landfilled. Materials expected to be removed are wood (floor joists, dimensional lumber, wood beams, wood flooring), fixtures, modular office furniture, windows, brick or stone blocks, cabinets, casing around doors and windows, light fixtures, mantels, molding, plumbing fixtures, solid wood doors, stair treads and railings, stone details, radiators, shutters or siding, carpet tiles, ceiling tiles, and any other salvageable marketable materials. The foundation and slab are outside of the scope of the deconstruction contractors and will be the duties of construction manager or others. Additionally, the selected contractor is required to prepare a report, memo, or other written documentation to the **[ ]** describing the final weight of materials salvaged, recycled, and disposed of and the final disposal location of all waste streams.

**3.2 PROJECT REQUIREMENTS**

1. Use best practices to prevent spread of invasive plant species by cleaning all equipment to be free of vegetative residue before entering the property.
2. Practice cultural sensitivity and accommodate cultural protocols employed by **[ ]**. This includes pre-work meetings to begin each day and end of day de-briefs ranging from 5-15 minutes.
3. Maintain open communication of daily work plans, overall schedules, and any changes with **[ ]** and **[ ]** Staff
4. Stop work under the authority of **[ ]** for a required period, should it be deemed necessary to prevent impact to culturally sensitive resources. Work may resume at the approval of the **[ ]**.
5. Stop work at discretion of **[ ]** for a required period, should it be deemed necessary to prevent impact to culturally sensitive resources. Work may resume at the discretion of the **[ ]**.
6. If present, remove and properly dispose of all: Mercury and Mercury Containing Devices; Polychlorinated BiPhenyls (PCBs) and PCB Containing Devices; Lead Based Paint, Lead Material and Lead Containing Devices; Chlorofluorocarbons (CFCs), and Hydro-chlorofluorocarbons (HCFCs); Household Hazardous Waste (HHW); and Asbestos.
7. Remove, sort and properly dispose of all: Solid Waste including Mixed Municipal Solid Waste (MMSW); used oil and devices containing used oil; and above and below ground tanks.
8. If necessary, conduct excavation, sampling, and disposal of fuel oil contaminated soils according to Minnesota Rules Chapter 7037 (Petroleum Contaminated Soil Management). If petroleum contaminated soils are remediated at the site, the **[ ]** reserve unto itself the right to seek reimbursement under Minnesota Statute 115C.09 (Petroleum Fund Cleanup).
9. Identify, sort, and properly dispose of any other hazardous waste items that may be located on this property.
10. Sort and recycle materials such as: concrete, wood, major appliances, electronics and electronic waste, ferrous and non-ferrous metals, plastics, glass, cardboard, paper, and tires.
11. Remaining solid waste materials including MMSW (after items D, E, F, G, and H have been completed) shall be delivered to **[ ]** for processing.
12. Remaining solid waste that cannot be recycled or processed at **[ ]** shall be properly disposed of at a licensed and permitted solid waste facility in Minnesota.
13. Soil surface shall be back bladed to level as close to natural grade as possible.
14. Submit invoices to the **[ ]** along with verification that all solid waste and hazardous waste materials have been removed from the property and were properly disposed of at permitted and licensed facilities as directed.
15. Prepare a final report, including, at minimum, the following requirements:
16. Type and quantity of solid waste items/materials removed
17. Disposal sites(s)
18. Recycling facility(s)
19. Days and hours needed to complete abatement procedures, and
20. Itemized list of costs for completing abatement procedures

**Section 4.0 Request for Proposal**

**4.1 Pre-Project Site Tour**

A pre-project site tour will be conducted on **[ ]** from **[ ]** for all interested contractors who intend to submit a proposal.

**4.2 Proposal Content**

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

1. Cover Letter, signed by each individual proposer or a principal of the proposer who is authorized to act on behalf of the proposer and can be held accountable for all representations.
2. Proposal included the following completed forms and attachments:
3. Form 1 – Proposer Identification/Description
4. Form 2 – Bid Estimate Sheet
5. Narrative that includes descriptions of the following:
6. The anticipated process for deconstructing the structure and separating materials, including the equipment and labor to perform each task and estimated time each task will take.
7. Safety precautions taken at each step. Describe steps taken to comply with OSHA and other applicable regulations.
8. Plan for securing the site. The contractor must provide temporary fencing through the deconstruction and demolition phases. The contractor is solely responsible for making sure the site is secured continuously throughout the deconstruction process, cleaned as necessary, and any erosion and stormwater management controls properly maintained.
9. Deconstruction plan, including a materials management plan (a template of this plan is available through the MPCA). Include staging information and whether materials will be staged onsite.
10. Materials that will be separated for reuse, for recycling, and which will be sent to a solid waste disposal facility. Include the diversion strategy for each material and the process of material removal.
11. Reporting to the city. Describe how you will weigh and report the diversion quantities and percentages to the **[ ]**.
12. Proposer background and experience, including:
    1. Qualifications
    2. Knowledge of applicable regulations
    3. Years in operation
    4. Required credentials or certifications
    5. Areas of expertise
    6. Experience (comparable contracts)
    7. Number of full-time personnel
    8. Subcontractors, including the nature and extent of work anticipated to be conducted by subcontractors and client references
13. Form 4 – Confidentiality Agreement
14. Form 5 – Requested Service Timeline
15. Form 6 – Certification signed by individual proposer or a principal of the proposer who is authorized to act on behalf of the proposer and can be held accountable for all representations.
16. Proof of Insurance

**4.3 Proposer Submission**

Qualified proposers may submit their proposals to: **[ ]**

**4.4 Proposal Evaluation & Selection**

1. Evaluation of Proposals

Evaluation of proposals by staff, advisory committees, or by any other group is advisory only. **[ ]** may consider or reject such evaluations or recommendations for any or all proposals. Such evaluations are for the sole benefit of **[ ]**, and as such, they are not binding upon **[ ]**, nor may they be relied upon in any way by a proposer.

1. Evaluation

Each proposal will be evaluated for the following:

1. Completeness
2. The proposer’s understanding of the Scope of Work to be provided
3. The proposer’s previous experience in providing the services called for in the Scope of Work, and any identified conflicts
4. The experience, qualifications, and availability of the staff to be assigned to the **[ ]** for advisory services
5. The extent to which previous clients have found the services of the proposer, and the staff to be assigned, acceptable
6. Ability to execute Confidentiality Agreements
7. Oral interview responses if oral interviews are conducted as part of the evaluation process
8. Demonstrated willingness to accommodate **[ ]** including **[ ]**.
9. Additional Information Requests

The **[ ]** reserves the right to request additional information or clarification from the proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the **[ ]** has the right to request the presence of the proposer’s representatives to answer specific questions. Notification of any such requirement will be given as necessary.

1. 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:

1. Incomplete proposal submittal
2. Conflict of interest with the **[ ]** or its agents
3. More than one proposal for the same work from an individual, firm, or corporation under the same or different name
4. Lack of qualification or experience
5. Unsatisfactory performance record, judged from the standpoint of references
6. Failure of the proposer to be properly licensed or insured
7. Any other reason to be determined in good faith to be in the best interests of the **[ ]**
8. Failure to comply with any qualification requirements of the **[ ]**
9. Selection

The **[ ]** will notify the successful proposer on or before the date stated in the Project Timeline.

**Section 5.0 Terms and Conditions**

1. **RFP Preparation Costs**

Proposers shall bear all costs associated with the proposal, preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

1. **Proposal Signature**

The Cover letter and certification pages of the RFP shall be signed by the individual proposer or a principal of the proposer(s) who is fully authorized to act on behalf of the proposer and can be held accountable for all representations.

1. **Proposal Errors**

Should the proposer believe that an error appears in the RFP documents, the proposer shall notify the project information contact noted in Section 1.3.

1. **Withdrawal of Proposals**

Any proposer may withdraw a submitted proposal at any time by notifying, in writing, the project information contact noted in Section 1.3.

1. **Key Contact Person**

The successful proposer will be expected to identify an individual to serve as the key contact person with the **[ ]**. Any changes in the key contact person during the project term must be agreed upon by the **[ ]**, in advance.

1. **Negotiation of the Contract**

The bid award is subject to successful negotiation of a contract between the successful proposer and the **[ ]**. The contract will include terms set forth in section IV of the RFP and the proposer’s proposal. The **[ ]** may, in its sole discretion, re-negotiate and/or award to another successful bidder. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective proposer to enter into a contract with **[ ]**.

1. **Project Start/Completion Date**

If chosen as the contractor, the contractor will complete all work within thirty (30) days of the project start date, absent an unidentified waste or similar existing circumstances. The project start date shall be agreed upon with **[ ]**.

1. **Proposer/[ ] Relationship**

The successful proposer shall communicate closely with **[ ]** staff during the abatement process.

1. **Stop Work**

The successful proposer shall stop work on the property and notify **[ ]** staff if any additional work outside the scope of work noted in Section 2.2 is identified such as but not limited to buried utilities, contaminated soils, unidentified waste, hazardous waste, or cultural significant finds as determined by **[ ]**.

1. **Licensed Waste Hauler**

Pursuant to **[ ]**, the successful proposer must be a licensed waste hauler in **[ ]** or must retain the services of a **[ ]** licensed refuse hauler for the removal of solid waste materials.

1. **Bid Estimate Exceedance**

The successful proposer shall not exceed the bid noted on the bid estimate form (Form 2 of Section 6.0) without prior authorization from the **[ ]**.

1. **Invoice Submittal**

The successful proposer/contractor shall be working for the **[ ]** as an independent contractor and all invoices shall be submitted to the **[ ]** through the project information contract noted in Section 1.3.

1. **Use of Permitted Waste Disposal 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 **[ ]**, and/or the Minnesota Pollution Control Agency.

1. **Verification of Proper Disposal**

The successful proposer shall provide receipts and other documentation necessary to verify legal disposal to **[ ]**.

1. **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.

1. **Lien Waiver**

Prior to final payment being made by the **[ ]**, the **[ ]** shall require the contractor to provide a lien waiver that may have been placed for work completed on the property.

**Section 6.0 General Conditions**

1. **Invitation for Proposals**

The issuance of this Request for Proposal (RFP) constitutes only an invitation to submit proposals to **[ ]**. It is not meant to be construed as an official request for bids, but as a means by which the **[ ]** can obtain information related to retaining appropriate contractor services for the project.

1. **Submission of Proposals**

**[ ]** is not obligated to respond to any proposal submitted nor is the **[ ]** legally bound in any manner whatsoever by the submission of a proposal.

1. **Compliance with the Minimum Standards**

**[ ]** 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.

1. **Additions, Amendments, and Withdrawal/Cancellation of the RFP**

The **[ ]** 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 received a copy of the RFP.

1. **Cancellation**

The **[ ]** 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.

1. **[ ] Interests**

The **[ ]** reserves the right to reject any and all proposals which do not, in the **[ ]**’s judgment, serve the best interest of the **[ ]**. The **[ ]** also reserves the right to accept other than the lowest cost proposal.

1. **[ ] Rights**

The **[ ]** reserves the right to contract with more than one entity to develop the services needed as described in this RFP. The **[ ]** also reserves the right to:

1. Withdraw this RFP at any time
2. Accept any proposal
3. Reject all proposals
4. Reject any proposal which, in its sole judgment, does not serve its best interests
5. Waive minor irregularities in the proposal request process
6. **Contract Negotiation**

It is understood that any proposal received and evaluated by **[ ]** can be used as a basis for direct negotiation of the cost and terms of a contract between the**[ ]**and the particular individual or entity submitting such a proposal. The **[ ]** reserves the right to negotiate pertinent contract terms concurrently with any number of individuals or entities as it deems in the **[ ]**’s best interests, whether or not such individuals or entities submitted a proposal. It is the intention of the **[ ]** to subsequently enter into a contract with the individual or entity with which the **[ ]** can make the most satisfactory arrangements for its needs.

1. **Awarding of Contract**

The **[ ]** reserves the right not to award a contract so any proposer(s). If the **[ ]** decides to award a contract(s), the **[ ]** will award the contract(s) to the qualified proposer(s) whose proposal the **[ ]** determines will best meet the needs of the **[ ]**. The **[ ]** reserves the right to award a contract(s) other than to the lowest priced proposal. The **[ ]**’s determination is in its sole discretion.

1. **[ ] Not Liable**

It is agreed by and between the parties of the RFP that in no event shall the **[ ]** itself nor any official, officer, employee, or agent of the **[ ]** in any way be personally liable or responsible for any covenant or agreement therein obtained whether expressed or implied, not for any statement, representation or warranty made herein or in any connection with the RFP.

1. **Public Record/Confidentiality**

Any proposal submitted becomes a matter of public record. Information supplied by the proposer to the **[ ]** 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 **[ ]** 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 **[ ]** 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.

1. **Indemnification**

All proposers agree, by submitting a proposal, to indemnify the **[ ]** from any liability resulting from any and all third-party claims and/or losses whatsoever, which may arise as a result of this process proposal and the performance of the work awarded by the contract.

1. **Independent Contractor**

Any proposer awarded a contract shall not become an employee or agent of the **[ ]**, nor is the grant of any bid the creation of a partnership or joint venture.

1. **Ownership of Materials Submitted**

All materials submitted with or as part of the response to this RFP are the property of the **[ ]** and will not be returned.

1. **Proposers’ Costs**

The **[ ]** shall not be responsible for any costs incurred by the proposers in connection with the RFP. This RFP also does not commit the **[ ]** to either award a contract or to pay for any costs incurred in the preparation of a proposal.

1. **Use of Proposal Ideas**

The **[ ]** reserves the right to use any or all proposer ideas presented. Selection of rejection of the proposals does not affect this right.

1. **Security for the Performance**

The **[ ]** shall require either a performance bond, certified check or cashier’s check made payable to the **[ ]** for the performance of the contract in this matter in the sum of 100% of the bid amount.

1. **Insurance**

Contractor shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
3. Workers’ Compensation as required by the State of Minnesota, and Employer’s Liability insurance. If the Contractor’s employment is an excluded employment under Minn. Stat. § 176.041 and the consultant elects not to purchase workers' compensation coverage, the Contractor shall provide the **[ ]** with a written waiver of workers' compensation coverage in a form acceptable to the **[ ]**. The consultant agrees that under no circumstances shall the **[ ]** be responsible for workers' compensation for injuries suffered in connection with this Agreement.

2. Minimum Limits of Insurance: Contractor shall maintain NO LESS THAN the following limits of insurance:

1. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
   1. $1,500,000 each occurrence
   2. $2,000,000 annual aggregate

1. Business Automobile Liability and if necessary, Commercial Umbrella Liability (owned, non-owned, or rented):
   1. $1,500,000 each accident for bodily injury and property damage
2. Employers Liability:
   1. as required by the State of Minnesota

3. Deductibles and Self-Insurance: Any deductibles or self-insurance retention must be declared to and approved by the **[ ]**.

4. Additional Insurance Conditions:

1. Contractor’s insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the **[ ]**. The **[ ]**’s insurance or self-insurance program shall be excess of Contractor’s insurance and shall not contribute to it. Contractor’s coverage shall contain no special limitations on the scope of protection afforded to the **[ ]** and its agents, officers, directors, and employees.
2. The **[ ]** and its agents, officers, directors and employees shall be provided additional insured status under the required policies.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **[ ]** or its officers, officials, employees or volunteers.
4. Each insurance policy required by this clause shall not be canceled, materially changed or not renewed without thirty day notice thereof to the **[ ]**.
5. Contractor shall either include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. Each insurance policy shall include an endorsement or policy provision that waives any claim or right in the nature of subrogation to recover against the **[ ]** and its agents, officers, directors, and employees.
7. Contractor must obtain insurance policies from insurance companies having an “AM BEST” rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Contractor shall provide the **[ ]** with certificates of insurance and original endorsements showing that the Contractor has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received by the **[ ]** before work commences.

**Section 7.0 Required Forms**

The following documents, which are part of this section, need to be completed in their entirety in order for a proposal to be accepted for consideration:

1. Attachment A – Pre-Demolition Checklist
2. Form 1 – Proposer Identification and Description
3. Form 2 – Bid Estimate Sheet
4. Form 3 – Additional Questions for Proposer
5. Form 5 – Requested Service Timeline
6. Form 6 – Proposer Certification