



# **CITY OF FAIRMONT**

## **Request for Proposals**

**Tree Dump Material Processing and Removal**

**August 27, 2024**

City of Fairmont  
Public Works Department  
100 Downtown Plaza  
Fairmont, MN 56031

**Due**  
**September 18, 2024 @ 12:00 PM**

## CITY OF FAIRMONT REQUEST FOR PROPOSALS

**Name of Project:** Tree Dump Material Processing and Removal

**Description of Project:**

The City of Fairmont invites you to bid on an anticipated contract for Tree and Compost Debris Elimination and Removal (hereinafter referred to as the “Project”). The City is seeking qualified contractors to grind, chip, screen, remove, and/or burn organic material at the Tree and Compost location.

**Website Link:** <https://fairmont.org/contracts-and-bidding-information>

**RFP Release Date:** August 27, 2024

**Proposal Due Date:** September 18, 2024

Any Proposal submitted via fax transmissions or received subsequent to the aforementioned date and time may be disqualified and returned to the submitter. Proposals will not be opened in a public forum. The City reserves the right to reject any and all proposals.

**Inquiries:** Inquiries regarding proposals or technical questions should be made in writing to Matthew R York, Director of Public Works and Utilities at [myork@fairmont.org](mailto:myork@fairmont.org) by **September 4<sup>th</sup> at 3:30 PM**. The written requirements in this RFP shall not be changed or superseded except by a written addendum. Failure to comply with the written requirements for this proposal may result in rejection of the proposal.

**A. Introduction**

The City of Fairmont was incorporated as a City on February 28, 1878. The County Seat of Martin County is home to 10,487 residents. The City is at the crossroads of I-90 and Minnesota State Highway 15. Fairmont was built along a chain of five lakes.

**B. Location of Work Area**

The Tree Dump is located at on the Western Edge of the property at 1880 100<sup>th</sup> St. The Eastern portion of the property is a recently rehabilitated Lime Ponds. The Site is approximately 6.9 acres and houses our woody and compostable debris from the City of Fairmont, its residents, and several permitted agencies.

**C. Insurance, Hold Harmless and Indemnification**

In addition to other standard contractual terms the City needs, the City will require the selected consultant to indemnify, defend, and hold harmless the City and its officers, agents and its employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from or be caused by the Consultant or its agents, employees, contractors, subcontractors, patrons, customers or invitees with respect to the Consultant's performance of its obligations under the awarded contract or use of the Premises. The Consultant shall defend the City against the foregoing, or litigation in connection with the foregoing, at Consultant's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of the awarded contract.

The Consultant shall procure and maintain, for the duration of this agreement, insurance against claims for to persons or damages to property which may arise from or in connection with the performance of the injuries work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

The following are the minimum levels of insurance:

- i. Worker's Compensation: Statutory Limits
- ii. Employer's Liability: \$500,000 bodily injury by accident; \$500,000 bodily injury by disease aggregate; \$500,000 bodily injury by disease per employee
- iii. Commercial General Liability: \$2,000,000 property damage and bodily injury per occurrence; \$4,000,000 annual aggregate; \$2,000,000 annual

- aggregate
- iv. Automobile and Commercial Vehicle Liability: \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired, and non-owned vehicles)
  - v. Umbrella or Excess Liability: \$1,000,000

## **E. Other Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverages
  - a. The City, its officials, employees, and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
  - b. The contractor's insurance shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its employees or volunteers shall be more than the contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
  - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages
  - a. Each insurance policy required by this clause shall state that coverages shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.
3. Acceptability of Insurers
  - a. Insurance is to be placed with insurers with a current Best's rating of A- or better, or with an insurer acceptable to the City.
4. Verification of Coverage
  - a. Contractor shall furnish the City with certificates of insurance and copies of actual insured endorsement affecting coverage required by this clause.

The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City, its officials, employees, and agents as “additional insureds” except for coverages identified above. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

5. Subcontractors

- a. Contractor shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**F. Scope of Work**

See attachment.

**G. Proposal Requirements.**

1. Proposal Submission Requirements.

Proposals are due and will be accepted until 12:00 PM on September 18, 2024, with the following provisions:

1. Submit an electronic copy of the proposal.
2. Faxed proposals will not be accepted.

The proposal shall be submitted to:  
**City of Fairmont – Public Works Department**  
**100 Downtown Plaza**  
**Fairmont, MN 56031**  
**Attn: Matthew R York – Tree Dump RFP**  
**Email: [myork@fairmont.org](mailto:myork@fairmont.org)**

2. Proposal Format.

- a) The RFP intends to assess and evaluate each respondent’s capabilities, qualifications, and work proposal. Proposals will be evaluated based on the criteria outlined in this RFP. All proposals shall contain the following:

(1) Title Page: Provide the full name of the firm/consultant, mailing address, phone number, e-mail address and project manager name.

(2) References: At least three-(3) references from clients who have had similar work completed within the last three-(3) years. Submit names, e-mails, and phone numbers of other municipal officials that we may contact to verify performance on projects recently completed by the

contractor team.

- (3) Fee: Proposals shall outline the corresponding fee for services as identified in the Project Proposal. The City of Fairmont is not liable for any cost incurred by any proposers prior to execution of an agreement or contract created because of this RFP.

3. RFP Schedule.

The following table outlines the anticipated timeline for RFP proposal submission and selection:

RFP Issued	August 27, 2024
Submission of Questions Via Email	September 4, 2024
Answers to Questions will be posted on City Website	September 6, 2024
Submission of Proposals	September 18, 2024
Interviews and/or Negotiations	Week of Sept 23
RFP Awarded	October 9, 2024
Service Start Date	TBD

**H. Evaluation and Proposal Selection**

The City intends to select a proposal from a contractor who furnishes satisfactory evidence that it has the requisite experience, ability, resources, and staffing to perform the scope of work successfully. By submitting a proposal, the contractor agrees to enter into a contract with the City on the City’s contract form on the terms as stated in this RFP and a copy of that contract will be made available upon request. In determining as to whether to select a proposal, the City will consider the following factors (listed in no particular order):

- i) Prior experience performing similar work.
- ii) Ability, capacity, and skill to fulfill the services as specified.
- iii) References from prior or current clients.
- iv) City’s prior experience with the contractor, if applicable.

**I. Terms and Conditions**

Authority

This Request for Proposals is issued pursuant to applicable provisions of the City of Fairmont. Responses to this RFP shall be opened in private by City officials to avoid disclosure of contents that may contain confidential or proprietary information to competing Consultants.

Interpretation or Correction of Request for Proposals

Offerors shall promptly notify the City of any ambiguity, inconsistency, or error they may discover upon examining the Request for Proposals. Requests for interpretation of specifications may be made in writing and directed to the City. All such requests must be delivered in a timely fashion. Addenda will make interpretations, corrections, and changes to the Request for Proposals. Interpretations, corrections, or changes made in any other manner will not be binding.

#### Addenda

Addendas are written instruments issued by the City before receipt of proposals, which modify or interpret the RFP by additions, deletions, clarifications, or corrections. Before the receipt of proposals, addenda shall be distributed to all known to have received a complete RFP. After receipt of proposals, the addenda shall be distributed only to applicants who submitted proposals, and those Contractors shall be permitted to submit new or amended proposals as detailed within the addenda. Each Contractor shall ascertain, before submitting a proposal, that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda. Offerors shall acknowledge receipt and understanding of the addenda in the Project Proposal description.

#### Familiarity with Conditions

Contractors are advised to become familiar with all conditions, instructions, and specifications governing this proposal. Once the award has been made, failure to have read all the conditions, instructions, and specifications of this Request for Proposal and any subsequent contract shall not be cause to alter the original contract or request additional compensation.

#### Discussion of Proposals

Contractors submitting proposals are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of the City, require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be submitted on the most complete and favorable terms that Consultants can offer the City. The City may conduct discussions with any Consultant team who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During such discussions, the City shall not disclose any information derived from one proposal to any other offeror. The City reserves the right to request the offeror to provide additional information during this process.

During discussions, the offeror shall be prepared to cover the following topics:

1. The specific services to be provided.
2. Qualifications of the Consultant team, including work on similar projects, personnel experience, etc.
3. The working relationship to be established between the City and the Consultant team, including, but not limited to what each party should expect from the other.

#### Confidentiality

The City shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After awarding the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the City. All data, documentation and innovations developed because of these contractual services shall become the property of the City. Once a contract is awarded, the Consultant shall maintain full compliance with all provisions of the Act, including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Consultant to maintain compliance with any provisions shall result in the assessment of all penalties, damages, and/or costs incurred by the City to the Consultant that shall be paid immediately by the Consultant upon demand of the same by the City.

#### Errors in Proposals

Consultant teams are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

#### Cost Incurred in the RFP Process

The City shall not be responsible for any costs incurred by respondents in connection with the RFP. Respondents shall bear all costs associated with offer submission, attendance at interviews if any, or other activities associated with the RFP or otherwise.

#### Clarifications on Presented Proposals

The City Reserves the right to contact any or all respondents for clarification regarding information presented in submitted proposals.

#### Notice of Unacceptable Proposal

When the City determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal.

#### Reserved Rights

The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or



derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate. The City may seek clarifications from a Contractor at any time and failure to respond promptly may be cause for rejection. The City also reserves the right to interview only those Consultants it determines shall provide the most advantageous services to the City, and to negotiate with one or more Consultants acceptable to the City.

#### Claims against the City

No respondent shall have a right to make a claim against the City in the event the City accepts a proposal or chooses not to accept any or all proposals. The City by this RFP does not promise to accept the proposals with the highest proposed investment or lowest cost to the City or any proposal and specifically reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experiences of any applicant, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, and to negotiate the requested proposal and contract terms with any respondents.

#### Changes to RFP/Contractual Status

The City reserves the right to add to, amend, withdraw, and/or cancel, in part or entirely, this RFP for any or no reason and at any time with no liability to any prospective respondent for any costs or expenses incurred in connection with this RFP or otherwise. The City further reserves the right to terminate negotiations with any party, following or prior to acceptance of any proposal, at any time. If any part of this RFP is revised, addenda will be posted on the City's website.

#### Interview with the Selected Respondents

After the proposal submittal deadline, the City reserves the right to schedule interviews with selected respondents. These interviews may be conducted with groups of representatives from the City. The respondents to be interviewed will be contacted after proposal submittal to schedule an interview date and time. If needed, the schedule states that Interviews will take place the week of September 23<sup>rd</sup>.

#### City Council Responsibilities

The City Council retains the sole right to make any decision regarding which respondent to negotiate with or to reject all proposals. The recommendation of the evaluation team will be weighted by the City Council, but the City Council does not need to follow the recommendation of the evaluation team.

#### Responsibility & Default

The awarded offeror shall be required to assume responsibility for all services listed in this Request for Proposals. The City will consider the selected firm to

be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the City of Fairmont. Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Consultant, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such as manner as the City of Fairmont may deem appropriate, and charge the Consultant with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

#### Negotiations

The City of Fairmont reserves the right to negotiate terms and conditions with respondents. The City Reserves the Right to negotiate modifications to a proposal with a single respondent without obligation to negotiate similar modifications with other respondents. Unsolicited modifications without prior request of the owner will not be accepted.

#### RFP Information and Documents

Information supplied by respondents to the City is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, ("MGDPA"). Consequently, submitted proposals will become public unless it is otherwise classified by the MGDPA. If a respondent believes any other-than-public information will be included in a proposal, **they shall identify that data and explain how and why that data falls within one of the MGDPA's exceptions.** Notwithstanding the forgoing, the RFP respondents agree as a condition to submitting proposal that the City will not be liable or accountable for any loss or damage that may result from a breach of confidentiality.

#### Governing Law

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Minnesota.

#### Compliance with Laws

The Consultant shall at all times observe and comply with all laws, ordinances and regulations of the City of Fairmont and of all federal, state, local and County governments, which may in any manner affect the contract.

#### Taxes

The City is exempt from paying Minnesota State Sales Tax.

#### Changes in Scope

Unless otherwise agreed by the City in the original contract for professional

services, any change in scope of services that increases the agreed contract price for professional or the aggregate of services and / or for costs to be expended by the professional in an amount in excess of \$15,000 must be approved by the City of Fairmont's City Council. Any change in the scope of services that increases the agreed contract price for professional services and/or for costs to be expended by the Consultant in the amount of \$15,000 or less or the aggregate of, may be approved by City of Fairmont staff.

#### Invoicing & Payments

Unless otherwise agreed to by the City in the original contract for professional services, all invoices for Consultant services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual broken down into a minimum of quarter-hour segments, with a description of the work. In addition, any pre-press corrections must be included in the costs. All costs must be itemized with a description of the purpose for which the cost was incurred. Unless otherwise agreed by the City in the original contract for professional services, fee and cost invoices must be provided to the City of Fairmont's monthly. All payments to be made in accordance with applicable provisions of the Local Government Prompt Payment Act.

**SCOPE OF WORK  
TREE DUMP MATERIAL PROCESSING AND REMOVAL**

Due to the Tree Dump Facility being open and continuously receiving material, the City has no viable way to confirm amounts to be processed at the time of the RFP Issuance. The City of Fairmont is requesting costs based on Cubic Yards (CY) or Lineal Feet (LF) depending on the type of material. All quantities must be confirmed by Matthew York (Director of Public Works and Utilities), Nick Lardy (Streets Superintendent), and/or their designee before work can be started to ensure proper invoicing for the project.

**COST OF PROCESSING AND REMOVAL OF MATERIAL**

- Tub Grinding and Removal of Material** \$ \_\_\_\_\_/CY
- Compost Screening and Removal of Material** \$ \_\_\_\_\_/CY
- Removal of Large Logs** \$ \_\_\_\_\_/LF
- Burning of Debris and Removal of Bi-Product** \$ \_\_\_\_\_/CY

***Term of the Contract will be One-Year with an end date of no later than August 31, 2025***

***The City would ask that you provide Costs for 2025-26, if you choose to. Failure to provide 2025-26 proposal will not result in disqualification for 2024-25 project.***

**COST OF PROCESSING AND REMOVAL OF MATERIAL – 2025 - 26**

- Tub Grinding and Removal of Material \$ \_\_\_\_\_/CY
- Compost Screening and Removal of Material \$ \_\_\_\_\_/CY
- Removal of Large Logs \$ \_\_\_\_\_/LF
- Burning of Debris and Removal of Bi-Product \$ \_\_\_\_\_/CY