

**Informal Bid No:** EC10FI F1

**Bid for:** City Hall/Courthouse Construction Waste Recycling

**Bid Due (no later than):** 10/15/2016

**Buyer:** Emily Connolly, (612) 673-2197  
Emily.connolly@minneapolismn.gov

**User Department:** Municipal Building Commission

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**Scope: To furnish all labor, materials, equipment and incidentals necessary to accomplish the Minneapolis City Hall/Courthouse Construction Waste Recycling; all in accordance with the provided specifications and bid form.**

Please return a signed **Prevailing Wage Certificate** with your bid response. The winning vendor(s) will be required to provide a Certificate of Insurance naming the City of Minneapolis as an additional insured for these services.

**Online Posting of Informal Bids:**

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

**Informal Bids Can Be Submitted By:**

- Fax: (612) 673-2106
- Email: Emily.connolly@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2<sup>nd</sup> Ave South, Room 552, Minneapolis, MN 55401

**Automatic Bid/RFP Notification:**

Visit the Purchasing website at -

[http://www.minneapolismn.gov/business/business\\_doing\\_business\\_with\\_city](http://www.minneapolismn.gov/business/business_doing_business_with_city) to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

**Taxes:**

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

## TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered.
2. **Taxes:** Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships - <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
3. **Contract:** Vendor's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. Time is of the essence on order.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. point specified on the face of order; or, if no such F.O.B. point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workman-ship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchase for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.
12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are not specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance	\$100,000.00 each occurrence	
(Property damage liability)	\$300,000.00 aggregate	
Automobile Liability: Bodily Injury	\$100,000.00 per person	\$300,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence	\$300,000.00 aggregate

## Instructions to Bidders

**IF** the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashier's check or bidder's corporate surety bond. If certified check or cashier's check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments – Cities, Counties and Townships -  
<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

## Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

# SPECIFICATIONS FOR ROLL-OFF DUMPSTERS FOR MINNEAPOLIS CITY HALL / HENNEPIN COUNTY COURT HOUSE

## I. GENERAL REQUIREMENTS

### Intent:

The intent of these specifications is to describe the type and quantity of dumpsters required and the special circumstances around the pick-up and removal of dumpsters to be located at the Minneapolis City Hall / Hennepin County Court House at 350 South 5<sup>th</sup> Street during each calendar year of the contract term.

### Scope

Contractor will provide 20 yard roll-off containers, transport roll-off containers, properly recycle and dispose of demolition debris placed in roll-off containers based on an "as needed" basis as determined by the Municipal Building Commission (MBC) and the provisions of this specification. It is expected that a new container will be provided when the full container is picked up.

### Term:

The base term of this contract shall be from January 1, 2017 to December 31, 2019.

### Term Extension:

Contract may be extended for two additional one year terms upon agreement by the Municipal Building Commission and the contractor.

### Basis of Termination of Contract:

If during the effective period of this agreement, Contractor violates any of the provisions of this contract or fails to properly provide the services required by this contract as judged by the MBC, the MBC may on 7 days written notice to Contractor terminate this agreement.

### Qualifications:

The vendor shall be capable of supplying services to the Minneapolis City Hall / Hennepin County Court House and shall be capable of providing service during inclement weather, have sufficient vehicles, containers and manpower necessary to supply the satisfactory services to the Minneapolis City Hall & Court House. The containers will be provided by the vendor and will be kept in a satisfactory state of maintenance as not to create an unseemly appearance.

Successful bidder must obtain all necessary permits, licenses and pay all required fees in connection with performance of any contract resulting hereunder. Successful bidder(s) will enter into a contractual agreement referring to these specifications and conditions

Successful bidder must be capable of recycling at least the following materials:

- Corrugated cardboard
- Metals
- Masonry materials including concrete, brick and clay tile
- Wood
- Carpet
- Acoustical Ceiling Tile

It is understood that a certain amount of debris will end up in the landfill, but the goal is to maximize the percentage of material recycled.

Sorting is to occur on site at a facility MBC may be allowed to visit within 10 miles of the City Hall / Courthouse.

**Documentation:**

The successful contractor must provide documentation each month and at the end of the year showing the total weight or volume taken from the Municipal Building and the percentage recycled for each of the categories listed above. We understand that this may be an average of all recycling for that day. The successful bidder must be able to provide documentation that a minimum of 50% of all construction and demo materials (by weight or volume) were recycled. This information can be provided with the invoices.

**Service Verification:**

The Municipal Building Commission will require the Contractor(s) to use computer software to manage the account information, including, service address, service name, and service dates.

**Special Conditions**

The Contractor shall provide for special container removal and return of partially filled boxes when requested as the results of an emergency or other event. The Municipal Building Commission estimates that this service will be required a maximum of 5 times per calendar year. The contractor must identify the maximum number of days between drop off and removal of dumpster. Identify cost for delays for pick-up and drop offs. Maximum delay time is estimated to be 30 minutes.

**Pricing:**

The Contractor shall perform all work relating to the drop off and pick-up of dumpster for the prices and compensation specified in this Contract. In 2015, the MBC filled 14 dumpsters. In 2017, we anticipate more construction activity and so we are estimating 20 dumpsters in 2017. The Municipal Building Commission cannot guarantee a specific number of roll off boxes per year and reserves the right to increase or decrease the service by any amount deemed necessary to meet its needs and compensation payable to the Contractor shall be adjusted only in accordance with the prices set forth in this Contract.

The Municipal Building Commission will honor no claim for services or supplies furnished by the bidder not specifically provided for in this Bid.

**Billing and Payment:**

All invoices shall indicate the billing period, type of service, and specific number and size of containers supplied.

**Invoicing:**

Bidders must supply billing invoices in 30-day billing cycles. Invoices shall be submitted for payment within 14-days upon closing the previous billing cycle. All billing invoices must include the following information; Date of Service, Service Location unique service account number.

The Municipal Building Commission shall pay for actual services rendered in accordance with the Contract bid, not estimates or advanced payment for services made prior to collection. The Municipal Building Commission shall pay the Contractor for services rendered according to the Contract within thirty (30) days after receiving an invoice from the Contractor submitted in accordance with the requirements herein.

**Ordinances and Regulations:**

The Contractor shall comply with all Federal, State and local laws, together with all ordinances and regulations applicable with the work. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Contract at its sole expense.

**Insurance:**

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the MBC and the City, and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously

in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the MBC and the City shall be named additional insureds. Amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the MBC and the City shall be named additional insureds.

Acceptance of the insurance by the MBC and the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The MBC and the City do not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The MBC and the City of Minneapolis shall be named as Additional Insureds. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the contractor will assume full liability of the subcontractors.

**For a copy of the latest Prevailing Wage Rates - visit the Federal Website:**

<http://www.wdol.gov/dba.aspx>

**Use the Rates for State of Minnesota - Hennepin County  
Building  
Highway**

## **PREVAILING WAGE CERTIFICATE**

### **SUBMIT WITH ORIGINAL COPY OF YOUR BID**

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the current U.S. Department of Labor, General Wage Decision for the State of Minnesota - Hennepin County.

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SIGNATURE

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Company Name

**BY SUBMITTING YOUR BID AND SIGNING THE BID FORM, YOU ARE AGREEING TO ALL OF THE ABOVE**

**RETURN THIS FORM WITH YOUR BID**

EC1€FI Fî  
Bids due 10:30A.M., Local Time  
B[ Ç^ { à^! / Å^c, 2016

**BID FORM**

Purchasing Department  
330 Second Avenue South - Suite 552  
Minneapolis, MN 55401

My/Our bid to furnish all labor, materials, equipment, and incidentals necessary to perform construction waste recycling removal/disposal services for the Minneapolis City Hall / Hennepin County Court House, all in accordance with your specifications and bid form, is as follows.

Numbers must be legible or bid may be rejected.

Bidder **must** fill in all blanks, where pricing is not provided intent **must** be clearly stated; i.e. – no charge, no bid, not available, etc. Bidder(s) must provide pricing only for services they are actually able to provide.

Prices for each section bid include all costs associated with this type of service; i.e. – hauling, recycling, disposal, rental fees, applicable tax and related expenses.

**All prices to be firm through 12/31/2019**

**A. Construction Debris:**

Pricing based on 20 yard roll off containers

Per Service: \$\_\_\_\_\_ (including Permits and Fees)

Location of recycling site: \_\_\_\_\_  
\_\_\_\_\_

**B. Additional Charges:** Applies to all above sections State any additional charges as a result of dumpster content as follows:

Appliances \$ \_\_\_\_\_/ea

Emergency partial pick-ups and returns \$ \_\_\_\_\_/ea

**Other:** \_\_\_\_\_  
\_\_\_\_\_

**A single contract will be awarded to the item group “A” low, responsive, responsible bidder meeting all specifications.**

**Please do not attach modifications to the bid terms and conditions or exceptions to the bidding specifications to your bid response. This may cause your bid to be deemed non-responsive.**

**Successful bidder will be required to provide a Certificate of Insurance naming the Municipal Building Commission as an additional insured for this project before the bid award is finalized.**

**Please return the following documents with your bid:**

Bid Form - Prevailing Wage Certificate

F.O.B.: Destination

Acknowledge Addenda No. \_\_\_\_\_

**Bidder must supply Federal Tax ID No. or Social Security No.** \_\_\_\_\_

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and services described in the invitation to Bid, designed to limit independent bidding or competition.

**ONE complete bid responses** including attachments to be returned.

BIDDER \_\_\_\_\_  
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY \_\_\_\_\_  
(Signature) (Printed Name)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP+4 ZIP CODE \_\_\_\_\_

BUSINESS PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_