

Request for Proposals

Creative Placemaking Master Plan

For The City of Bloomington, MN

Project 23-27

Due: 11:00 A.M., Tuesday August 22nd

PREVIEW

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PREVIEW

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I. Purpose/Summary

The City of Bloomington is seeking proposals on behalf of The City of Bloomington's Creative Placemaking Commission for the development of a comprehensive Creative Placemaking Master Plan for Bloomington, Minnesota that aligns with the City's strategic plan goals and builds off the previous South Loop Creative Placemaking Plan. The process to develop this plan must incorporate a thorough, creative community engagement strategy and involve local artists when possible. Through the development of this plan, the City hopes to leverage creativity, art, and placemaking/placekeeping strategies to promote social, cultural, and economic activity. The final written Plan will be due by September 2024.

II. Existing Environment

Bloomington is a city in Hennepin County, Minnesota, on the north bank of the Minnesota River, above its confluence with the Mississippi River, 10 miles south of downtown Minneapolis. Bloomington is home to more than 90,000 people and 91,000 jobs, making it the fourth largest city in Minnesota. Bloomington families attend the Bloomington School District, which serves approximately 10,000 children. The city is also home to three higher education campuses: Northwestern Health Sciences University, Normandale Community College, and Bethany Global University. Bloomington covers 38.3 square miles, with almost a third preserved for conservation, public, and recreation uses. Benefiting from its proximity to major transportation routes and the Minneapolis-Saint Paul International Airport, Bloomington is a major hospitality center with over 9,000 hotel rooms, and home to Mall of America, one of the most visited destinations in the United States. Bloomington Civic Plaza is home to a Center for the Arts, which houses eight resident art organizations, the City and the community for arts activities, City functions and private rentals. As the City works to foster vibrant neighborhoods that are interwoven with public art, parks, trails, restaurants, taprooms, and opportunities to enjoy the company of others, the focus continues improvements that will renew and shape the community to ensure Bloomington remains a high-quality place to live, work, conduct business, and visit for years to come.

In 2015 the City of Bloomington and Artistry, a theater and visual arts nonprofit organization and tenant of Bloomington Center for the Arts, adopted a South Loop District Creative Placemaking Plan, acknowledging that the arts and other creative activities can highlight local assets and support the evolution of a more walkable, distinctive, and vibrant neighborhood. The goals of this Plan were to create Urbanism, Animation, Involvement, Leadership, and Investment. In 2016, a Creative Placemaking Director Position, an annual budget, and a Creative Placemaking Commission were established. The Commission advises the City Council on using arts, design, culture, and creativity to help accomplish the City's goals for change, growth, and transformation of the South Loop District in a way that also builds character and quality of place in Bloomington, with a newly broadened scope to include the entire City.

Starting in 2021, hundreds of voices from the community and City joined together to create a five-year strategic plan (2022-2027) that will help guide the City as it works to fulfill the mission

to cultivate an enduring and remarkable community where people want to be. Core values of the “Bloomington. Tomorrow. Together. Strategic Plan” (BTT) include:

- Sharing Responsibility
- Collective Courage
- Embracing Diversity
- Equitable Access
- Safety and Security

One of the community-led identified strategic outcomes includes “A Connected, Welcoming Community.” The City of Bloomington will prioritize physical and relational connections between residents, the community, and City staff; will build authentic relationships that embrace diversity; acknowledge historical injustices; and empower community members. One of the strategic initiatives related to this outcome is to expand the creative placemaking program across the City Bloomington.

Additional information about Bloomington, and our past Creative Placemaking efforts is available via the following resources:

- Bloomington. Tomorrow. Together. Strategic Plan, Park System Master Plan, Forward 2040 Comprehensive Plan, and overview of Bloomington: www.bloomingtonmn.gov/cs/community-based-strategic-planning
- South Loop District Creative Placemaking Plan and projects overview: www.blm.mn/placemaking
- South Loop District Public Art Audio Tour: www.otocast.com

III. Scope of Work or Services

Project Deliverables

The Consultant will provide:

1. A comprehensive written Plan, including all items in the Scope of Services. Plan should be visually appealing and easy to read, as it will be consistently referenced by staff and the Creative Placemaking Commission and should be understood by the general public. Due by September 2024.
2. A community engagement process to inform the development of the Plan. Proposer is expected to present a minimum of two times in person in front of the Creative Placemaking Commission, and up to two times in person in front of the City Council. Additional virtual check-ins with the Creative Placemaking Commission can be discussed and agreed upon between Proposer and City.

Scope of Services

- a) **Creation of a Creative Placemaking Master Plan.** The plan must incorporate the following:
 - Development of mission, goals, and values of creative placemaking efforts shaped by community input and in alignment with the following:

-
- The vision, mission, and objectives of The City of Bloomington’s “Bloomington. Tomorrow. Together.” Strategic Plan.
 - Bloomington’s South Loop District Creative Placemaking Plan.
 - Port Authority’s 5-year Economic Plan in progress.
 - The current Park System Master Plan and Forward 2040 Comprehensive Plan.
 - Neighborhood Identity Model being developed by the City throughout the next 3-4 years.
- A needs assessment and/or community asset mapping exercise to identify arts and culture assets and the City’s history to inform the prioritization of public spaces for creative placemaking interventions. The City is working towards establishing a “Bloomington. Tomorrow. Together.” Strategic Plan Community Asset Map in the coming 2-3 years and our efforts can be leveraged to expand this asset map.
 - Strategies for future engagement of community stakeholders and ensuring equity in the development and implementation of creative placemaking projects.
 - Identification of gaps or opportunities in creative placemaking and public art in the City to inform the selection of priority areas and strategies.
 - Development of guidelines informed through engagement for selecting and prioritizing creative placemaking projects.
 - Implementation recommendations and suggested practices, including timelines and budget estimates for the next five years.
 - Establishment of evaluation criteria, informed by community engagement and consultation with staff, for assessing the impact of creative placemaking projects on the community.
 - Analysis of best practices and successful examples of creative placemaking initiatives in other similar cities that could be adapted to Bloomington.
 - A list of relevant resources, such as organizations, training opportunities, and funding/grant sources.

The project may also include:

- Additional demonstration project(s), which could include a temporary or permanent art installation.
 - Any other elements the Proposer recommends including.
- b) **Community engagement.** The Proposer must incorporate equitable community engagement with key stakeholders throughout the process to develop the Creative Placemaking Master Plan. Engagement should provide a better understanding of the community’s wants and needs and enable the community to shape the Plan. Proposer should address how and when they plan to incorporate inclusive, creative community engagement and outreach efforts.

Engagement efforts must include:

- Identification of engagement goals and tracking of engagement effort outcomes.
- Development of an advisory committee, with regular scheduled meetings throughout the process. The City will help identify advisory committee members, who will consist of residents and stakeholders.

- Attendance at a minimum of two Creative Placemaking Commission meetings for feedback on the process.
- At least one interactive event, pop-up, open house, or art installation as part of the engagement process.
- Incorporation of questions to help inform future Creative Placemaking branding.
- Photography of engagement efforts, and a summary of engagement efforts, attendance, and input and feedback received.

Engagement efforts may include:

- Discovery charettes
 - Creative interactive activities to gather feedback, led by artists.
 - Focus groups
 - Outreach with other Commissions and City staff
 - Pop up activities at events or gatherings
 - Public art
 - Surveys
 - Process feedback from partners, artists, participants
- c) **Appropriate team and process.** The selected Proposer will sign a contract with the City of Bloomington and be responsible for all aspects of planning and implementing the project including but not limited to the budget, subcontracting, insurance coverage, obtaining permits if needed, and direct communication with City of Bloomington staff. The proposal should describe the Proposer’s designer/team’s capacity to implement and achieve the project outcomes, including how they will work with local artists. We encourage the Proposer to work with individuals who have the ability to speak a second language, in addition to English that has a recognized presence in the community (i.e., Spanish, Somali, Vietnamese, Chinese Mandarin, Cambodian).

Budget

The total budget for this project is \$200,000. This not-to-exceed total must cover all consultant fees, community engagement efforts, demonstration projects or charettes, materials, transportation, travel, insurance, and any other related expenses.

Project Schedule

Develop engagement plan	September – October 2023
Implementation of project deliverables	November 2023 – August 2024
Delivery of Creative Placemaking Plan Final Report	September 2024

*Proposer should note in their Proposal if they cannot meet the project schedule and include their anticipated schedule.

IV. Proposal Contents and Scoring Criteria

The table below lists the required components of a Proposal and the weight these components will be given in the scoring process.

Please name the files using this convention:

23-27 CompanyName

Required Component	A strong proposal will:	Weight
Cover Letter <i>(Required but not scored)</i>	Clearly summarize the key elements of the Proposal and outline why your firm should be selected to provide the project or service.	0 %
Scope of Work, Project Description, Project Deliverables <i>(In separate file named 23-27CompanyName)</i>	<p>Clearly describe your understanding of the project or service to be provided.</p> <p>Present an efficient and comprehensive approach to fulfilling the objectives of the project, identify deliverables, and identify issues or areas of concern and proposed solutions. The process to create the plan, the engagement process and engagement efforts, and components that will be included within the plan should be described.</p> <p>Clearly outline the tasks needed to complete each deliverable or solution.</p> <p>Identify tasks and responsibilities, if any, that you expect the City to complete.</p>	50%
Project Schedule, Timeline and Responsiveness	<p>Demonstrate an efficient and reasonable timeframe for project completion and demonstrate your ability to meet deadlines. Include a work task flow chart that illustrates chronologically how your firm/organization will reach major project milestones.</p> <p>Demonstrate your ability to begin work within City's desired timeframe. Work should start upon 2 weeks contract execution, and deliverables provided to the City by September 2024.</p>	15%

<i>Experience and References</i>	<p>Identify past projects that your firm/organization has completed that exemplify your firm/organization's ability to complete this project or service.</p> <p>Include at least three client references that can speak to your firm/organization's ability to provide the project or service. List a contact name, telephone number and email address for each reference.</p>	25%
<i>Contact Person and Project Team</i>	<p>Identify the name, title, address, phone number, and email address of the person who will represent the Contractor and be the main point of contact with City staff.</p> <p>Provide short descriptions of key team members, including artists, summarizing their experience and proposed role for this project or service.</p> <p>Identify who will lead the project team. Include an organizational chart of team members and sub-contractors.</p>	10 %

V. Projected Timetable

Issue Request for Proposals	Thursday, July 20, 2023
Questions in Writing Cutoff	Tuesday, August 15, 2023
Proposals Due	Tuesday, August 22, 2023
Contract Execution	Tuesday, September 12, 2023

VI. Sample Contract

SERVICES AGREEMENT

INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD

THIS AGREEMENT is made on _____ (“Effective Date”) by and between **INSERT CONTRACTOR LEGAL NAME – ALL CAPS/BOLD**, a **choose type of business from drop down** located at **enter Contractor’s registered business address** (“Contractor”), and **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, *Minnesota* 55431-3027 (“City”):

RECITALS

- A. Contractor is engaged in the business of providing services.
- B. City desires to secure a contract to provide **enter specific services the City wants the Contractor to provide**.
- C. Contractor represents that it has the expertise and capabilities to provide City with the requested services.
- D. City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, City and Contractor agree as follows:

AGREEMENT

1. **Services to be Provided.** Contractor agrees to provide City with services as described in City’s Request for Proposal and Contractor’s Proposal attached to this Agreement as Exhibits A and B or any supplemental letter agreements, or both, entered into between City and Contractor (the “Services”). The Services referenced in the attached Exhibits A and B or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of **enter completion date of contract** or completion of the Services unless terminated by City or amended pursuant to the Agreement.

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3. **Consideration.** The consideration, which City shall pay to Contractor and shall not exceed **\$enter total \$ amount of contract**, for both the Services performed by Contractor and the expenses incurred by Contractor in performing the Services, shall be as set forth in Exhibit B and incorporated into this Agreement. City shall make progress payments, based on monthly invoices from Contractor. City's payment shall be made within 30 days after Contractor's statement. Contractor's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during that billing period.
 4. **Expense Reimbursement.** Contractor will not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of City, which approval may be provided via electronic mail.
 5. **Approvals.** Contractor will secure City's written approval before making any expenditures, purchases, or commitments on City's behalf beyond those listed in the Services. City's approval may be provided via electronic mail.
 6. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
 - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City;
 - c. City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
 - d. City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.In the event of a termination, City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination. As set forth in this Agreement, the parties agree that certain paragraphs in this Agreement survive termination of this Agreement.
 7. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.
 8. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to City for breach of this Agreement by Contractor shall not be exclusive. City is entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.
 9. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain

such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.

10. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled. These obligations survive termination of this Agreement.
11. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved Services can be performed, Contractor shall provide certificate of insurance with limits of insurance of at least all of the following amounts:
- a. Worker's Compensation Insurance as required by Minn. Stat. §176.181;
 - b. Commercial General Liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage;
 - c. **Auto Liability in an amount not less than \$1,000,000.00 per occurrence;**
 - [d. Pollution Legal Liability in an amount not less than \$5,000,000.00 for each occurrence and \$5,000,000.00 aggregate; and**
 - e. Cyber/Tech E&O in an amount of not less than \$2,000,000.00 per claim.]**

To meet the minimum Commercial General Liability and Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. **Cyber/Tech E&O insurance shall be maintained in force at all times during the term of the Agreement and for a period of 3 years after termination of this Agreement.**

Contractor shall also name City as an additional insured on its Commercial General Liability, **Auto Liability**, and Umbrella or Excess policies, and will provide City with a current certificate of insurance that includes the following language: **"The City of Bloomington is named as an additional insured with respect to the commercial general liability, automobile liability, pollution liability, and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages."** The certificate of liability insurance must also contain a statement that Contractor or its insurance provider shall not cancel or amend the policies included on the certificate unless thirty (30) days' written notice is provided to City, or ten

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- (10) days' written notice in the case of non-payment. These obligations survive termination of this Agreement.
12. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor waives all rights against City, its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability, or commercial general liability or commercial umbrella/excess liability insurance obtained by Contractor pursuant to Paragraph 11 of this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
 13. **Assignment and Subcontracting.** Neither City nor Contractor shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.
 14. **Independent Contractor.** Contractor shall be deemed an independent contractor. Contractor's duties will be performed with the understanding that Contractor has special expertise as to the Services that Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Contractor. The manner in which the Services are performed shall be controlled by Contractor; however, the nature of the Services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this Agreement. All Services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
 15. **Compliance with Laws.** Contractor shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the applicable services detailed in the attached exhibits or any supplemental letter agreement. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor

agrees and understands that a violation of any of these policies or rules constitutes a breach of this Agreement and sufficient grounds for immediate termination of this Agreement by City. These obligations survive termination of this Agreement.

16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and Contractor and supersedes any other written or oral agreements between City and Contractor. This Agreement can only be modified in writing signed by City and Contractor. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. These obligations survive termination of this Agreement.
19. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of City. In the event of a conflict of interest, Contractor shall advise City and either secure a waiver of the conflict or advise City that it will be unable to provide the Services.
20. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by City or as required by law. These obligations survive termination of this Agreement.
21. **Agreement Not Exclusive.** City retains the right to hire other service providers for other matters, in City's sole discretion.
22. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any applicable nondisclosure agreements. Contractor agrees to notify City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public

data to the public if the public data are available from City, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.

23. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended (“ADA”), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify City from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
24. **Authorized Agents.** City’s authorized agent for purposes of administration of this Agreement is **enter City’s department contact for this contract**, the **enter title of City contact** of City, or designee. Contractor’s authorized agent for purposes of administration of this Agreement is **enter Contractor’s contact name**, who shall perform or supervise the performance of all Services.
25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:
- Contractor: **enter Contractor’s business name and address**;
Attn: **enter Contractor’s name, email and phone number**;
- City: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431,
Attn: **enter City’s contact name, email and phone number**;
- or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.
26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

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28. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
29. **Payment of Subcontractors.** Pursuant to Minnesota Statutes § 471.425, subd. 4a, Contractor agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from City for undisputed services provided by the subcontractor. Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
30. **Publicity.** City and Contractor shall develop language to use when discussing the Services. Contractor agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Contractor cannot use City's logo or state that City endorses its services without City's advanced written approval.
31. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
32. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, as described in this Agreement, personally.
33. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Contractor have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

**INSERT CONTRACTOR LEGAL
NAME – ALL CAPS/BOLD**

DATED: _____ BY: _____
Its: _____

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EXHIBIT A TO SERVICES AGREEMENT BETWEEN **INSERT CONTRACTOR LEGAL
NAME – ALL CAPS/BOLD** AND
THE CITY OF BLOOMINGTON, MINNESOTA

CITY’S REQUEST FOR PROPOSAL

PREVIEW

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SAMPLE

EXHIBIT B TO SERVICES AGREEMENT BETWEEN **INSERT CONTRACTOR LEGAL
NAME – ALL CAPS/BOLD** AND
THE CITY OF BLOOMINGTON, MINNESOTA

CONTRACTOR’S PROPOSAL

PREVIEW

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SAMPLE

VII. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement or understanding with any other contractor designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed _____
Print Name _____
Title _____
Date _____
Contractor Name _____
Address _____
City / State / Zip Code _____
Telephone and Fax Numbers _____
Email Address _____

I certify this Proposal complies with the RFP and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

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VIII. Standard RFP Terms and Conditions

Definitions

ADDENDA/ADDENDUM – An addition, deletion, clarification, or correction to the RFP issued by the City through the RFP System.

CITY – The City of Bloomington, a political subdivision of the State of Minnesota.

CONTRACTOR- The person, consultant, contractor, vendor, corporation or other entity submitting a Proposal in response to the RFP.

PROPOSAL – The pricing and scope of work or services submitted through the RFP System in response to this RFP.

RFP – This document, including any Addenda.

RFP SYSTEM – An online portal, Bids and Tenders, used to issue and receive RFP responses electronically.

How to Submit a Proposal

1. Electronic Submission

Contractors must create an account in the RFP System and register for this RFP.

<https://bloomingtonmn.bidsandtenders.net/Module/Tenders/en>

Contractors must submit Proposals electronically via the RFP System. Oral, facsimile, email, hard copy, or telephone Proposals are invalid and will not receive consideration.

2. Deadline

Contractors must submit Proposals prior to the time and date indicated in the RFP, or any extension thereof made by Addendum. Late Proposals will not be accepted by the RFP System and will be returned unopened without being considered for award.

Timing is based on when the Proposal is received by the RFP System, not when a Proposal is submitted, as Proposal transmission can be delayed due to file transfer size, Contractor's internet connection, transmission speed, and other factors.

The closing time and date will be determined by the RFP System's web clock.

3. Confirmation and Updates

The RFP System will send a confirmation email to the registered Contractor if the Proposal was submitted successfully. If you do not receive a confirmation email, contact Bids&Tenders support at support@bidsandtenders.ca

Updates will be provided to registered Contractors by the RFP system. Contractors must register with the RFP System to receive updates. This is particularly important if the Contractor has obtained this RFP document from a third party.

4. Signature

A person who is authorized to legally bind the Contractor must sign the Proposal. The Contractor shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

5. Withdrawal or Modification of Quotes

A Contractor may edit or withdraw their Proposal prior to the closing time and date. Contractor may then edit and re-submit their Proposal, but Contractor is solely responsible to ensure that a re-submitted Proposal is received by the RFP System by the closing time and date.

After the submittal deadline, Contractors may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following that date.

6. Exceptions and Addenda

Contractors may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. In such cases, the Contractor should identify the areas where they find that the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Contractor will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimate cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Addenda will be available in the RFP System to all Contractors who have registered to receive the RFP documents. No oral statements, explanations, or commitments will be provided.

It is the responsibility of each Contractor to review all Addenda that are issued. Contractor should check online at <https://bloomingtonmn.bidsandtenders.net/Module/Tenders/en> prior to submitting their Proposal.

The issuance of an Addendum by the City will cause all previously submitted Proposals to be automatically withdrawn by the RFP System. The RFP System will inform Contractors that Proposals need to be re-submitted, and until this step is complete submission status will be listed as “incomplete” in the RFP System.

After an Addendum is issued, the Contractor must:

1. Make any required adjustments to their Proposal; and
2. Acknowledge the Addendum through the RFP System by checking a box for each Addenda and any applicable attachment; and
3. Ensure the re-submitted Proposal is RECEIVED by the RFP System no later than the stated RFP closing time and date.

7. General

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent’s reply based on the component prices submitted.

The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Contractors. The City reserves the right to contact Contractors individually for the purpose of clarifying Proposals.

The City is not responsible for any costs incurred by the Contractor in the preparation of the Proposal or for any other cost to the Contractor associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City to award a contract or complete any specific project or service. The City reserves the right to cancel this solicitation or to change its scope if in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP will be retained by the City and not returned.

How to Ask Questions

Submit questions to the Purchasing representative by clicking on the “Submit a Question” button for this specific RFP in the RFP System. It is the responsibility of the Contractor to inquire about any portion of the RFP that is not fully understood or susceptible to more than one interpretation

All inquiries, questions, or clarifications must be submitted at least seven (7) calendar days prior to the due date of this RFP. Late inquiries, questions, or clarifications will not be answered. All inquiries will be responded to within three (3) business days. Inquiries and the City’s response

will be provided by the RFP System to all Contractors who acquired the RFP via registration with the RFP system.

Do not ask City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification.

Evaluation Process

Proposals will be examined to eliminate those which are clearly non-responsive to the stated requirements.

The City of Bloomington will select an evaluation team composed of individuals with work duties or technical knowledge related to the RFP. The evaluation team will score each responsive Proposal using a scoring sheet based upon the criteria provided in Section III, above. Interviews may occur based upon size and technical scope of the project.

All parties who submit Proposals will be notified by email of the City's decision regarding selection. Results will not be released until a contract has been executed.

Contracting with the City

1. Terms and Conditions.

The selected Contractor will be required to sign an agreement with the City. A sample of the contract is included in Section VI. Any exceptions to the terms and conditions in the sample agreement must be identified in the Proposal.

Contractor shall maintain insurance coverage, naming City as additional insured, as described in Section VI. The Contractor shall not commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Contractor shall be responsible for maintaining a valid certificate of insurance throughout the term of the Contract, as required in the sample agreement.

2. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the Contract. In the event the City and the Contractor are unable to agree upon all terms, the City reserves the right to cease negotiations, and to move on to select another Contractor, or to reject all Proposals.

3. Contracting Ethics

No elected officials or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.

It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or elected official, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City.

The Contractor shall not accept any private client or project that may place it in ethical conflict during its work with the City.

Minnesota Government Data Practices Act

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its Contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is executed.

If a provision of a translated version of this document is in conflict, the English-language version controls.