



City Of
Frazee
MINNESOTA

P.O. Box 387, 222 Main Ave. W., Frazee, MN 56544

Waters Trails Shops Parks

City Phone: 218-334-4991 | City Fax: 218-334-4992

REQUEST FOR PROPOSALS FOR SNOW REMOVAL FOR FRAZEE EAST MAIN RETAIL CENTER

PROPOSAL DUE:

**Tuesday, December 16, 2025
4:00 PM**

LOCATION:

Electronic Submission to:
cityadmin@frazeecity.com

**CITY OF FRAZEE
222 Main Ave West
P.O. Box 387
Frazee, MN 56544**

Request for Qualifications and Proposals for Snow Removal

I. Purpose.

The Frazee Economic Development Authority (EDA) for snow removal from the Downtown Infill building parking lot and sidewalks, located at 109 Main Ave East, Frazee MN 56544, as prescribed in this RFP. This request is for a one-year contract covering one snow season beginning November 1, 2025 and ending October 31, 2025.

II. EDA Background.

The Frazee EDA, a subdivision of the City of Frazee, located in Becker County, Minnesota. The Frazee EDA is governed by board of seven members.

III. Service Description (Snow Removal).

The selected agent(s) will perform the following duties.

- A. Snow removal from the sidewalk shall occur upon accumulation of 1" of snow on the sidewalks
- B. Snow removal from the parking lot shall occur upon accumulation of 2" of snow on the parking area and must be completed prior to 6:00 am.
- C. The EDA reserves the right to order that snow removal be completed prior to the Contractor's private snow removal contracts.
- D. Contractor shall be responsible for all damages to property caused by either equipment or operator error. The Frazee EDA reserves the right to repair any damages with other sources if the Contractor fails to do so within a reasonable time of notice and repair and bill the Contractor for the associated cost.
- E. A Contract shall be considered by the Frazee EDA based upon a recommendation from staff regarding the most responsible bidder. The Contractor shall cooperate with staff in providing the required certificate of insurance, and or other information requested. The Frazee EDA reserves the right to reject any or all proposals, in part or in total.

IV. Qualifications:

Please provide:

- A. A brief history of the organization, including but not limited to ownership introduction, service history, and a description of any experience working with municipal clients.
- B. Independent Contractor/Professional Snow Removal Service Agreement
- C. Proof of Compliance with Workers' Compensation Insurance
- D. Proof of Liability Insurance limits with Frazee EDA listed as an additional insured
- E. The name and telephone number of three client references, preferably at least one of which is a municipal client.
- F. A description of any conflicts or potential or perceived conflicts of interest that would arise from providing services to the Frazee EDA.
- G. Completed Bid Sheet outlining all costs.

V. Other information:

- A. Responses must provide complete information as described in this request. One copy shall be electronically submitted via pdf by **4:00 PM. on TUESDAY, DECEMBER 16, 2025** to the following: cityadmin@frazeeecity.com
- B. The proper representatives of the firm must sign the proposal. All proposals shall become the property of the Frazee EDA. The Frazee EDA may, at its option, request an oral presentation prior to selection. Notification will be given if such meetings are required.
- C. The Frazee EDA reserves the right to request clarification on the information submitted and to request additional information of one or more applicants.
- D. The agreement with the selected agent will not be exclusive. The Frazee EDA will retain the right to use other organizations for some or all of the services described in the RFP and to terminate the agreement at any time for any or no reason.
- E. The selected agent(s) shall not subcontract or assign any interest in the agreement and shall not transfer any interest in the same without the Frazee EDA's consent.
- F. All costs associated with the preparation of a proposal in response to the RFP shall be the responsibility of the organization submitting the proposal.
- G. This is a request for proposal and the Frazee EDA reserves the right to negotiate with any party and on any matter and to select an organization based on any combination of criteria deemed appropriate by the Frazee EDA.
- H. The proposal should not contain non-applicable promotional materials and should include only that information that is intended to address the information requested in the RFP.
- I. The selected agent will be required to enter into an appropriate written agreement with the Frazee EDA regarding the services to be provided.
- J. The selected agent will be required to contact the Frazee Public Works Superintendent to verify the location where snow is to be placed upon removal (if not hauling to agents own location).

VI. Bid Sheet:

List the amount to be charged per service. Additional or alternate size may be listed in the space provided.

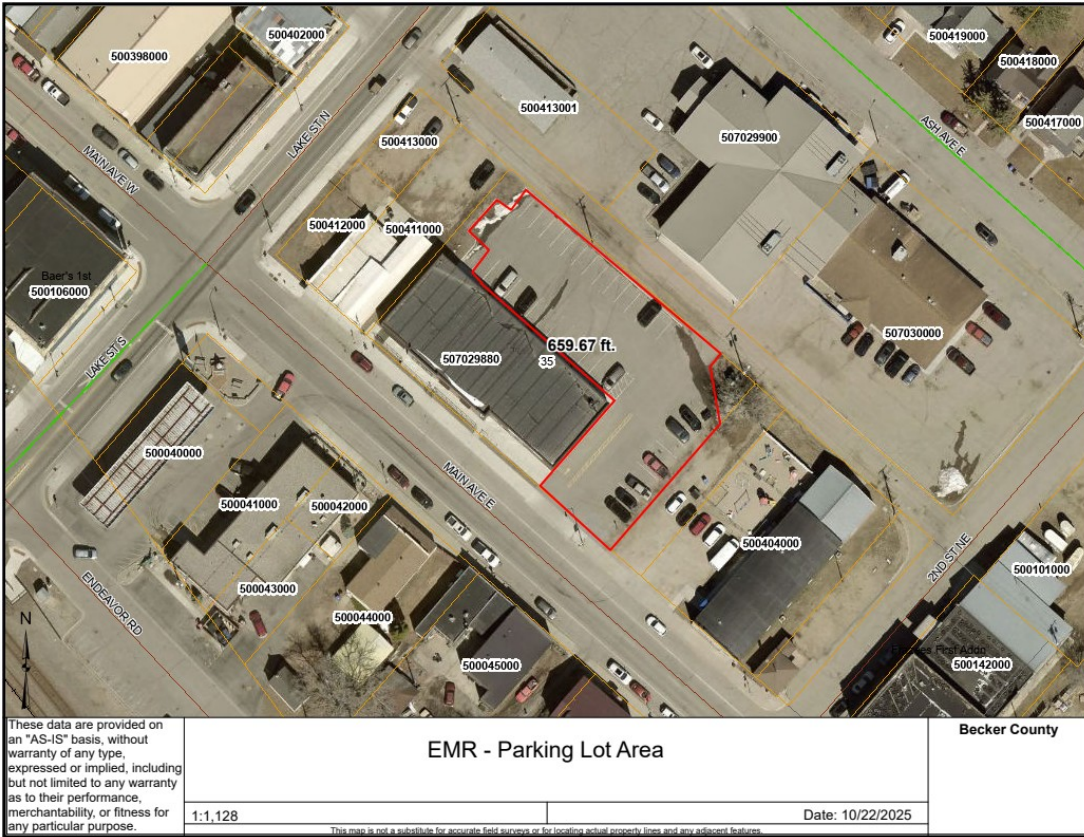
Sidewalk Snow Removal (please circle) Per Occurrence Per Season \$_____

Parking Lot Snow Removal (please circle) Per Occurrence Per Season \$_____

Additional Services Provided (please circle) Per Occurrence Per Season \$_____

Please direct all inquiries regarding this RFP labeled as SNOW REMOVAL RFP INQUIRY to: City Administrator,

Stephanie Poegel via email at: cityadmin@cfrazeeccity.com.



This Agreement is entered into by and between the Frazee Economic Development Authority, 222 Main Ave W, Frazee, Minnesota 56544, (hereafter "Frazee EDA") and _____, (hereafter "Contractor").

RECITALS

WHEREAS, the Frazee EDA, wishes to purchase the services of Contractor for; and

WHEREAS, the services are necessary to keep customers safe;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Frazee EDA, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

The Contractor agrees to furnish snow removal services during the period commencing _____ and terminating October 31, 2026.

2. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim in the manner provided by law for payment of claims against cities.

If payment under this Agreement is dependent upon the availability of federal, state, county or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the City.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

For final payment, Contractor shall comply with all requirements contained in Minn. Stat. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is submitted.

3. INDEPENDENT CONTRACTOR

A. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Frazee EDA. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.

C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best

perform or provide services identified in this Agreement.

- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.

4. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the Frazee EDA's liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to premises operations. In the event Combined Single Limits Coverage is not secured by the contractor, the following minimum limits apply:

\$2,000,000 Aggregate

\$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

\$ 100,000 Fire Damage Limit

\$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.
- C. Professional Liability Insurance (when required) in the minimum amount of \$1,000,000 combined single limit (CSL). In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:
 - \$2,000,000 Aggregate
 - \$1,000,000 per Wrongful Act or Occurrence
- D. Excess Umbrella Liability Policy in the amount of \$1,000,000 will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance
- F. **Prior to the effective date of this Agreement, and as a condition precedent,** the Contractor will

furnish the Frazee EDA with an original Certificate of Insurance listing the Frazee EDA as an "Additional Insured" in all coverage areas except Worker's Compensation.

5. DATA PRIVACY/DATA OWNERSHIP

- A. Minnesota Government Data Practices Act (Minn.Stat.Chap.13 and related statutes). All data collected, created, received, maintained, or disseminated, in any form, for any purposes by the activities of Contractor because of this Agreement is governed by this Act, as amended, the Minn. Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be the City Administrator.
- B. Release. No data may be released by the Contractor to a third party without the express consent of the Frazee EDA's Representative as indicated below – this includes any media relations.

6. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minn. Stat. §16C.05, Subd. 5, the Contractor agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

7. MERGER AND MODIFICATION

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement.

8. DEFAULT AND CANCELLATION

If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the Provider's default is excused by the City, the City may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (b.) below.

This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

Representatives for each of the parties to this Agreement are as listed below:

Contractor

Name: _____

Address: _____

Phone: _____

Contact: _____

Frazee EDA

Name: Frazee EDA

Address: 222 Main Ave W/PO Box 387

Frazee MN 56544

Phone: 218-334-4991

Contact: Stephanie Poegel

9. SUBCONTRACTING AND ASSIGNMENT

Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement nor assign any interest without the prior written approval of the Frazee EDA and subject to such conditions and provisions as the Frazee EDA may deem necessary. The Frazee EDA shall be responsible for the performance of all Subcontractors.

10. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

11. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the County, the Contractor shall provide copies of any licenses and/or training records for contractor and/or contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

12. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the Frazee EDA of any statute of limitations or exceptions on liability.

B. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement.

Contractor, having signed this Agreement, and the Frazee Economic Development Authority having duly approved such on the _____ day of _____, _____ and pursuant to the proper Frazee EDA and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

Contractor's Signature

Date

Contractor's Printed Name

Approved by the EDA this _____ day of _____, _____.

Heath Peterson, EDA President

ATTEST: _____

City Administrator