CITY OF WHEATON
PO Box 868
Wheaton, MN 56296
Phone: 320/563-4110 **Fax: 320/563-4823**

Request for Proposals (RFP)
Snow Removal from Public Streets & Alleys

The City of Wheaton is requesting proposals (RFP) for snow removal from public streets and alleys, as prescribed in this RFP. This request is for a one-year contract covering one snow season beginning October 26th, 2026, and ending October 25th, 2027.

Snow Removal Services Solicited:

1. Snow removal shall occur upon order of the Wheaton Public Works Supervisor, Dean Lampe and performed at times mutually agreed upon between Mr. Lampe and the Contractor.

2. The City reserves the right to order that municipal snow removal be completed prior to the Contractor's private snow removal contracts.

3. Contractor shall be responsible for all damages to property caused by either equipment or operator error. The City 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.

4. A Contract shall be considered by the City of Wheaton 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 City of Wheaton reserves the right to reject any or all proposals, in part or in total.

How to Submit a Proposal:
Proposals are to be received at Wheaton City Hall office no later than 4:00 pm Wednesday, October 21st, 2026. Proposals should be placed in a sealed envelope labeled "Snow Removal" and contain:

1. One "Equipment Rates" form, completed and signed.

2. Two "2026 City of Wheaton Independent Contractor/Professional Snow Removal Service Agreements," completed and signed.

3. One "Proof of Compliance with Workers' Compensation Insurance" form completed and signed.

Submission Deadline:
On or before 4:00 pm Thursday, October 21st, 2026, please bring or send your proposal to:

Wheaton City Hall – PO Box 868 – 104 9th St N – Wheaton, MN 56296

Proposals received after 4:00 pm Thursday, October 21st, 2026, will be rejected.

Bid Opening:
Bids will be opened by the Wheaton City Council at their October 26th, 2026 City Council meeting at 4:00 pm, in the Wheaton Community Library.

The Wheaton City Council reserves the right to reject any and/or all bids, in part or in total.

Equipment Rates

Please indicate in ink the types of equipment that will be used to load and haul snow, the volume capacity of the equipment, and the hourly rate that will be charged to remove snow within the municipality.

Specifications: Tractor scoop capacity of not less than 1 ½ cubic yards
Truck capacity of no less than 6 cubic yards

Description of Equipment	Capacity in Cubic Yards	Hourly Rate

Signature: _____ **Date:** _____

Name: _____

Address: _____

City, State Zip: _____ **Phone:** _____

2026-2027 CITY OF WHEATON
INDEPENDENT CONTRACTOR/PROFESSIONAL SNOW REMOVAL SERVICE AGREEMENT

This Agreement is entered into by and between the City of Wheaton, 104 9th St N, Wheaton, Minnesota 56296, (hereafter "City") and _____, (hereafter "Contractor").

RECITALS

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

WHEREAS, the services are necessary to maintain travel within the City;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City, 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 October 26th, 2026 and terminating October 10th, 2027.

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 City. 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 City'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 City with an original Certificate of Insurance listing the City 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 City'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

a. 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.

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

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

Contractor		**City of Wheaton**	
Name:	_____	Name:	City of Wheaton
Address:	_____	Address:	104 9th St N; PO Box 868
	_____		Wheaton, MN 56296
Phone:	_____	Phone:	320-563-4110
Contact:	_____	Contact:	Ashton Ayres

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 City and subject to such conditions and provisions as the City may deem necessary. The City 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 City 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 Wheaton City Council having duly approved such on the ____ day of _____, 2026 and pursuant to the proper City 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 Council this _____day of _____, _____.

_____ ATTEST:_____
Steven Lundquist, Mayor Administrator