



**REQUEST FOR PROPOSALS**  
**FOR**  
**BICYCLE CENTER OPERATOR AT THE UNION DEPOT**

---

**SAINT PAUL, MN**

**NOVEMBER 2011**

**KEY DATES**

**PRE-PROPOSAL CONFERENCE & SITE TOUR: 3:15PM, TUESDAY, JANUARY 10, 2012**

**PROPOSALS DUE: 2:00PM, TUESDAY, FEBRUARY 21, 2012**

**INFORMATIONAL PURPOSES ONLY**

**Official Document found at**  
**<http://bit.ly/uniondepotsolicitations>**



The Union Depot  
Bicycle Center Operator RFP

Page 1 of 25

## I. PROJECT INFORMATION

### a. General Statement

The Ramsey County Regional Railroad Authority (“RCRRA”) is in the process of renovating the Union Depot Building at 214 Fourth Street in downtown Saint Paul, Minnesota as part of the development of a Union Depot Multimodal Transit Hub on a 33 acre site (“Project”). The Project plan has identified shell space for a Bicycle Center (“Center”) on the ground floor of the Union Depot Building. The RCRRA is now seeking proposals from qualified bicycle center developers and operators to build-out, operate, and manage a full-service bicycle center in the Union Depot. The successful Operator will be responsible for the final Center design, interior construction, furnishings purchase and installation, and operation of the Center. The RCRRA intends to enter into a multi-year lease agreement with the selected Operator. The lease agreement will call for payment of a monthly rent as detailed in this Request for Proposals.

### b. Background

The RCRRA is committed to a bicycle friendly environment at the Union Depot site. The Center is envisioned as a hub for bicycle enthusiasts, commuters and recreational users alike and will serve the burgeoning community of cyclists and commuters in Saint Paul, Ramsey County, and the Twin Cities Region. It will create a vibrant place filled with activity that complements transit and embraces the site’s location on the Mississippi River in Saint Paul’s distinctive Lowertown neighborhood.

The City of Saint Paul has established goals of increasing the bicycle mode share from 2% in 2000 to 5% in fifteen years and increasing the mode share of bicycling commuters from 0.6% to 2.5% during the same time (Saint Paul Transportation Plan). <http://www.stpaul.gov/DocumentView.aspx?DID=11885> The Union Depot Bicycle Center will be a partner in achieving these goals by providing the necessary amenities and services.

The RCRRA has given the Center a prominent location on the ground floor of the Union Depot Building, with direct access to Sibley Street. The Center is conveniently located near several regional trails, including the Bruce Vento, Sam Morgan, Lafayette Bridge (anticipated completion 2014) and Trout Brook Trails. A map of regional trails near the Bicycle Center is attached to and made a part of this RFP as **Appendix A**. The Center location is also near significant regional attractions such as the Saint Paul Farmers Market, the Bruce Vento Nature Sanctuary and the Mississippi National River and Recreation Area.

The Center’s location also provides excellent visibility due to its location at the intersection of two major downtown Saint Paul thoroughfares: Sibley Street and Kellogg Blvd. The 2008 average daily traffic counts for Sibley Street and Kellogg Boulevard are 8,875 and 14,225, respectively. Vehicular traffic for each of these roads is expected to increase by over 21% by 2030. The Center location provides 52 linear feet of retail storefront along Sibley Street.

The Center includes approx. 3,067 SF of core shell space to be primarily fitted out by the Center Operator. A 326 SF annex room located directly below the core shell space will also be available for use by the Center Operator. Opportunities exist for expanding the

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

footprint of the Center and increasing its amenities; plans remain flexible. Approx. 2,886 SF has already been identified as a possible negotiable expansion area.

The Union Depot Building renovation is expected to be completed by December 31<sup>st</sup>, 2012. The Center start-up should coincide with the Union Depot Building opening in January 2013. The Center build-out will begin in the fall of 2012 within the overall Project renovation schedule.

**c. Concurrent Issuance**

This RFP is being issued concurrently with the issuance a Request for Proposals to identify a property management firm for the entire Union Depot site and a Request for Qualifications to identify organizations interested in providing services for the activation and development of the Union Depot site, primarily of the Union Depot Building.

**d. Union Depot Project Context**

The RCRRRA is investing approximately \$243 million to redevelop the historic Union Depot Building into the premier multimodal transit hub of the region. The Union Depot site is expected to serve nearly 1 million transit riders by 2014, and 4 million riders per year in the decades to come. It will serve as the Twin Cities' multi-modal hub for: Amtrak's Empire Builder service between Chicago and Seattle, local and intercity buses, the start of the Central Corridor Light Rail to downtown Minneapolis, a growing network of bicycle trails and green spaces, and several other transitways planned in the region. Set in Saint Paul's rapidly growing Lowertown neighborhood – a center for fresh food, fresh art, and fresh culture in the Twin Cities – construction of the Union Depot transit hub is currently underway and scheduled for completion by the end of 2012.

---

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



### Anticipated Mass Transit Services at Union Depot

| Corridor**                                  | Service   | Projected annual ridership at Union Depot | Projected initial year of service* |
|---|---|---|------------------------------------|
| Amtrak                                      | 2 daily trains to Chicago                                     | 150,000                                   | 2012                               |
| Greyhound and Jefferson Intercity Bus Lines | Intercity Bus Service   | 20,000-30,000                             | 2012                               |
| Metro Transit                               | 16 Local and Regional Bus Routes                              |   | 2012                               |
| Central Corridor                            | Light Rail to downtown Minneapolis                            | 775,000                                   | 2014                               |
| Midwest High Speed Rail                     | High Speed Rail to Chicago                                    | 1,725,000 - 2,550,000                     | 2015                               |
| Red Rock Corridor                           | Regional Commuter Rail  | 175,000 – 300,000                         | 2019                               |
| Intercity Rail Project                      | High Speed Rail to Duluth, Eau Claire, Rochester, and Mankato | 1,450,000 – 2,175,000                     | 2015-2025                          |

\* Anticipated services, ridership and initial year of service are provided for illustrative planning information about the potential for the station. The RCRRRA makes no representation that these services will be funded or completed within the currently anticipated timeline.

\*\* Several other regional transitways are under development to connect to The Union Depot, including Rush Line, Riverview, Robert Street, and Gateway corridors.

The RCRRRA commissioned an economic and development potential analysis for the building from HR&A Advisors, Inc. in 2010, which resulted in the RCRRRA endorsing a vision for the Union Depot site to become a vibrant small-tenant marketplace that complements transit services and supports the economic success of the project. The vision also includes public programming in the site's public spaces with events large and small to serve communities from throughout the Twin Cities. A solicitation for activation and development of the Union Depot site consistent with this vision will be issued in the near future. It is expected that the successful respondent to this Bicycle Center RFP will complement that vision, which is meant to realize four overarching goals of the Union Depot site revitalization:

- To ensure that the Union Depot site becomes a vibrant and inviting place for transit riders, downtown residents and employees, and the entire Twin Cities region;
- To generate a revenue stream to support and sustain Union Depot operations;
- To maximize the economic benefits and job creation potential of Union Depot redevelopment; and

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
 Bicycle Center Operator RFP

- To engender the continued growth of Lowertown as a diverse cultural destination and a unique place to live, work, and visit.

**e. Term of Contract**

The initial term of the agreement resulting from this RFP process shall be for a five year period beginning on or about January 1, 2013, through December 31, 2017. The agreement resulting from this proposal may be extended for up to one additional five year term under the same or more attractive terms to the RCRRA.

**f. Pre-Proposal Conference and Site Tour:**

A Pre-Proposal Conference and Site Tour will be held at 3:15 PM. at the Union Depot Building, 214 Fourth Street Saint Paul, MN on Tuesday, January 10, 2012. Attendance at the Pre-Proposal Conference is not mandatory, but vendors are encouraged to attend.

**g. Pre-Submission Information**

**RCRRA and County personnel and elected officials are not authorized to discuss this Project or Request for Proposals with interested proposers.** All questions related to the project requirements and requests for clarification must be submitted in writing to the following person by 4:00 p.m. on January 17, 2012:

Susan Feuerherm  
City of St. Paul, Division of Contract and Analysis Services  
280 City Hall/Court House  
15 West Kellogg Blvd.  
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or e-mailed to  
[susan.feuerherm@ci.stpaul.mn.us](mailto:susan.feuerherm@ci.stpaul.mn.us)

- h.** Proposers must comply with the provisions of the RCRRA's *Evaluation of Proposals: Rules and Guidelines*, attached hereto and made a part of this RFP as **Appendix B**.

**II. SCOPE OF SERVICES**

**a. General**

The successful Operator will establish and operate a bicycle center in the Union Depot Building in the area identified in the Union Depot Building renovation design plans, attached to and made a part of this RFP as **Appendix C**. The Operator will finalize design of the interior, complete the build-out, furnish, and operate a bicycle center business in accordance with the overall Project schedule, attached hereto and made a part of this RFP as **Appendix D**. The Operator will coordinate the Center design and construction with the Union Depot Design Team. The Operator will coordinate operation of the Center with the Union Depot site Property Management Vendor.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**b. Bicycle Center Services**

- i. The Center shall offer a range of services that will help the Center become a bicycle hub for the community.
- ii. At minimum, the Center shall include:
  - (1) 24/7 Bicycle storage
  - (2) Lockers
  - (3) Restrooms and Showers
  - (4) Self repair bicycle services
- iii. The RCRRRA prefers to have the Center also include:
  - 1. Full service bicycle repair services
  - 2. Bicycle rentals
  - 3. Retail sales
  - 4. Food and beverage offerings
  - 5. Community classes
  - 6. Programming and other relevant amenities
- iv. The RCRRRA reserves the right to review and approve retail product profile on an annual basis, to ensure that the products are non-competitive with Union Depot services.
- v. Hours of Operation. Bicycle Center hours of operation are subject to negotiation; however, access to secure storage shall be 24/7.
- vi. Bicycle Center Brand. The RCRRRA intends to develop, own, and market a Center Brand, including a name and logo. The Operator will assist RCRRRA in the development and the marketing of the Bicycle Center Brand.
- v. All services shall be provided in accordance with all federal, state and local standards.

**c. Bicycle Center Expenses**

- i. Build-out Costs. The Union Depot construction project will provide all essential infrastructure and much of the fit out of the Center, including utilities hookups, 2 uni-sex restrooms, 2 showers, lockers, an electronic key card access system, and other infrastructure necessary for the successful operations of the Center as an integral component of the transit facility. Capital investments for the Center funded by the RCRRRA will be owned by RCRRRA. The funding sources for the Union Depot project will not be available for non-transit-related business components of the Center, such as merchandising displays or food and beverage sales areas.
- ii. Rent. The Operator shall pay a monthly rent consisting of a base payment per square foot plus an agreed upon percentage of gross receipts.
- iii. Utilities. All electrical power, natural gas, water, and telephone/data utility fees used in the operation of the Center shall be separately metered and will be the responsibility of the Center Operator. The RCRRRA shall pay for all sewage and storm drainage fees, sanitary services, and other services or utilities used in the Center.

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

- iv. The cleaning of the restrooms and showers will be the responsibility of the Operator. A dedicated outdoor trash collection site will be provided, however, trash pickup and disposal will be the responsibility of the Operator.

**III. REQUEST FOR PROPOSALS TIMETABLE**

|                                       |           |                   |
|---------------------------------------|-----------|-------------------|
| Issuance of RFP                       |           | November 22, 2011 |
| Pre-proposal Conference and Site Tour | 1:30 p.m. | January 10, 2012  |
| Deadline for Written Questions        | 4:00 p.m. | January 17, 2012  |
| Answers to Questions released         | 4:00 p.m. | January 31, 2012  |
| Proposals Due                         | 2:00 p.m. | February 21, 2012 |

**IV. PROPOSAL SUBMISSION**

**a. Proposal Submission Process**

- i. Notice to Proposers
  - (1) The RCRRRA is not responsible for costs incurred by anyone responding to this Request for Proposals.
  - (2) Upon submission, all proposals become the property of the RCRRRA, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
  - (3) The RCRRRA expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
  - (4) The RCRRRA is not bound to accept the lowest cost proposal.
  - (5) Proposers are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action that will restrict competition. Evidence of such activity will result in rejection of the proposal.
  - (6) The RCRRRA reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the RCRRRA deems to be in its best interests.
  - (7) The RCRRRA reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the proposer's expense.

ii. Questions

Proposers are to submit written questions related to the specific project requirements, the RFP process, and contents of proposals by 4:00 p.m. on January 17, 2012 to:

Susan Feuerherm  
 City of Saint Paul, Division of Contract and Analysis Services  
 280 City Hall  
 15 West Kellogg Blvd.  
 St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to: Susan.feuerherm@ci.stpaul.mn.us

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

Written responses to all questions received on time will be transmitted by mail and other means to all holders of the Request for Proposals by 4:00 p.m. on January 31, in the form of addenda. Oral questions will not be accepted. **Proposers shall rely only on the provisions of this Request for Proposals and written addenda in preparing their proposals.**

iii. Proposers must comply with the provisions of Guidelines for Evaluation, attached to and made a part of this RFP as **Appendix B.**

b. Valid Proposal

i. In order to be considered valid, the proposal shall be in writing, submitted on time and in accordance with the sealed solicitation process of the Division of Contract and Analysis Services, and be signed by an officer of the proposer who can be accountable for all representations.

ii. The proposal response must contain the following information, tabbed in the following order:

(1) Identification of the Proposer, including legal name, organizational structure, business areas, yearly dollar volumes by business area, number of employees, Two most recent organizational financial statements, and the status and outcome of any lawsuits brought within the past five years against the Proposer and/or key Proposer employees or Proposer officers regarding the services provided by the Proposer.

(2) Bicycle Center Vision Statement that details:

1. How the planned Bicycle Center will serve the diverse needs of potential users.
2. How the planned Bicycle Center will create a vibrant place filled with activity that complements transit and embraces the site's location on the Mississippi River in Saint Paul's distinctive Lowertown neighborhood
3. How the planned Bicycle Center will be a partner in increasing the bicycle mode share and the mode share of bicycling commuters in Ramsey County.

(3) Bicycle Center Implementation Plan that details:

1. The planned program and amenities for the Bicycle Center, including number of and space requirements for bicycle parking, showers, lockers, repair, retail, and other program elements, as well as a proposed vision for programming and events in the Bicycle Center and other parts of the Union Depot site;
2. Floor plans for how the respondent proposes to configure its planned program and amenities in the space allocated for the Bicycle Center, and identification of preferred spaces for expansion, if any;
3. Hours of operation for the Center (excluding 24/7 storage), including any differences throughout year, as well as a proposed staffing plan.
4. Strategy for how 24/7 access to a secure environment for bicycle storage is maintained.

(4) Bicycle Center Project Plan and Schedule, showing the relation to and coordination of the Bicycle Center Project Timeline with the overall Project Timeline, and the roles and responsibilities of the RCRRRA in accomplishing the Bicycle Center project.

(5) Business Plan which includes anticipated start-up expenses, annual operating expenses and anticipated revenues by source, taking into account the capital

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

contributions to be made by the RCRRRA as described in this RFP. Respondents should include the following in their proposals:

- Anticipated capital costs for each program element;
- Anticipated annual operating expenses by program element, and identifying the number of staff for each (note that the respondent will be expected to pay property taxes and utilities);
- Anticipated annual revenues by program element; and
- Annual rent to RCRRRA proposed by the Proposer and payable as monthly rent, including a completed pro forma, attached to and made a part of this RFP as **Appendix E.**

(6) Descriptions of other comparable centers at which the Proposer has provided services similar to those described for the Union Depot Building Bicycle Center including the capital and operating costs, revenues and rents, and management structures.

(7) Resumes for all principals and key personnel.

(8) References, including name, address and telephone numbers for three (3) business references, include at least one bank reference.

**c. Submission**

i. Proposals are due by 2:00 p.m. on February 21, 2012. Submit to:

Division of Contract and Analysis Services  
280 City Hall/Court House Bldg.  
15 West Kellogg Blvd.  
St. Paul, MN 55102

Faxed proposals will not be accepted.

ii. The response must include an original and five copies of the proposal. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid.

iii. To facilitate proposal opening, the original only should be sealed in a separate envelope or box. The name, address, and RFP number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.

iv. A proposal may be withdrawn on written request of the proposer prior to the proposal due date. Negligence of the proposer in preparing this proposal confers no right to withdraw the proposal after the proposal due date. Prior to the due date, changes may be made, provided the change is initialed by the proposer or the proposer's agent. If the intent of the proposer is not clearly identifiable, the interpretation most advantageous to the County will prevail. Once submitted a proposal becomes public property and will not be returned.

v. Failure to submit a proposal on time shall constitute grounds for the rejection of the proposal.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

- vi. All information included in the submitted proposal will be classified in accordance with Section 13.591 of the Minnesota Government Data Practices Act.

**V. EVALUATION AND CONTRACT AWARD**

**a. Evaluation**

- i. The RCRRRA reserves the right to waive any minor irregularities in the proposal request process.
- ii. The RCRRRA reserves the right to interview any or all proposers at its discretion.
- iii. Proposals will be evaluated by a Proposal Evaluation Team in accordance with the provisions of **Appendix B**.
- iv. The Proposal Evaluation Team will be made up of representatives from various Ramsey County departments as well as representatives from the Saint Paul Smart Trips and the City of Saint Paul. The RCRRRA reserves the right to include additional representatives on the Evaluation Team.
- v. Proposals will be reviewed based on the following criteria:
  - (1) The extent to which the vision, programs, and services in the proposal reflect a commitment to quality and innovation to complement the vision of the RCRRRA and the goals of the Union Depot site revitalization.
  - (2) The experience of the Proposer and its staff in establishing and operating a bicycle center business similar in size, scope, and setting to the proposed Bicycle Center in the Union Depot Building.
  - (3) Respondent's financial stability and capacity to perform.
  - (4) Ability to meet the Project Schedule to open the Bicycle Center when the Union Depot Building opens.
  - (5) Annual Income to the RCRRRA proposed by the Proposer.
- vi. The RCRRRA reserves the right to request oral interviews from any or all proposers at its discretion.
- vii. The RCRRRA will make the final decision, following consideration of the recommendations of the Proposal Evaluation Team.

**b. Lease Agreement**

- i. The Lease Agreement to be executed between the successful Proposer and the RCRRRA will include the provisions of the General Terms and Conditions, attached hereto and made a part of this RFP as **Appendix F**.
- ii. The Lease Agreement shall include the provisions of this RFP and the provisions of the successful proposer's response not inconsistent with the provisions of the RFP.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

- iii. Prior to execution of a Lease Agreement with the RCRRRA, the successful proposer shall provide a certificate of insurance acceptable to the County Attorney's Office evidencing, at a minimum, the coverage required by the provisions of **Appendix F**.

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

Page 11 of 25

**Appendix A**  
**BICYCLE TRAIL NETWORK MAP**

**INFORMATIONAL PURPOSES ONLY**

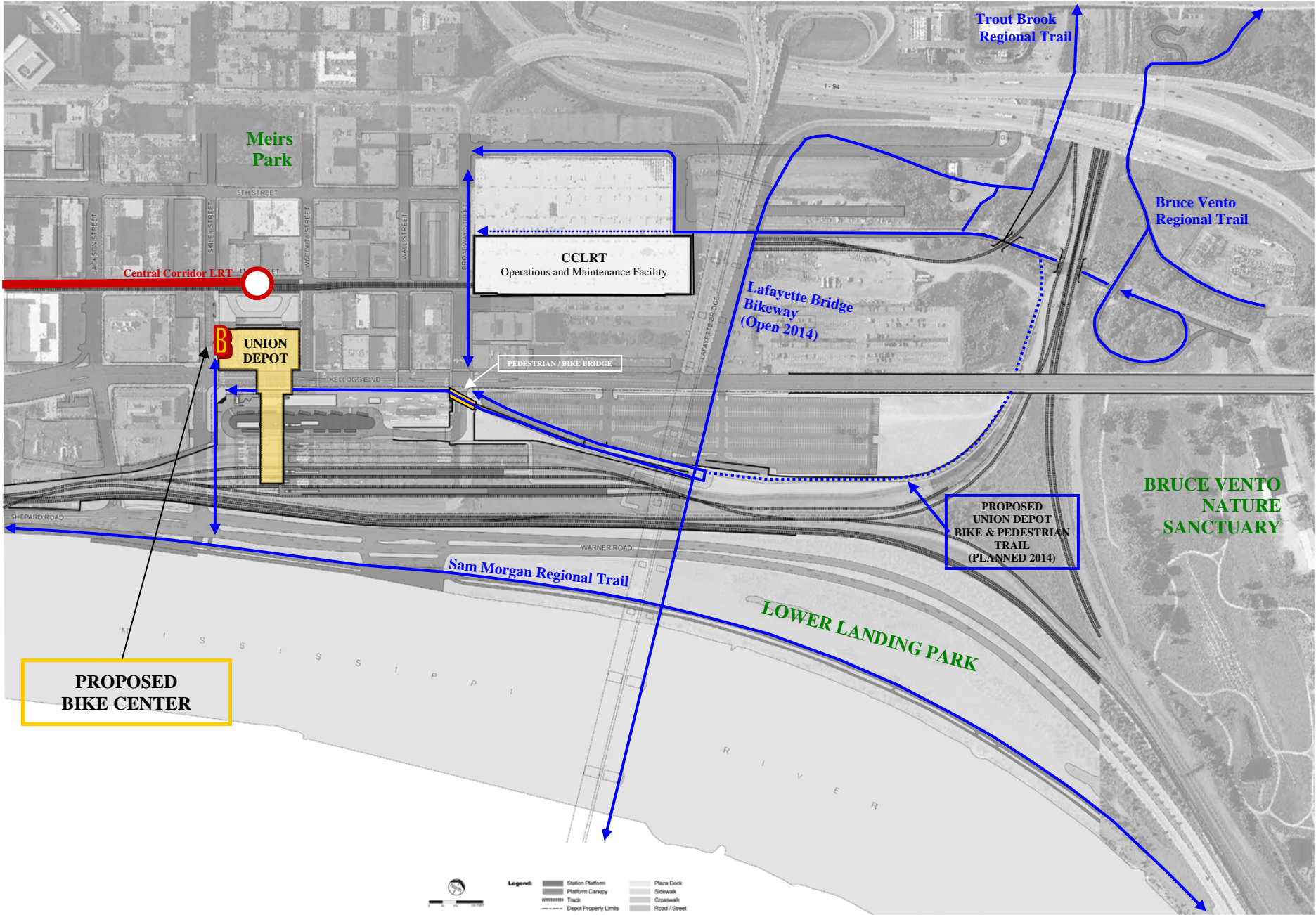


Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

Page 12 of 25

# THE UNION DEPOT



## Appendix B

### **EVALUATION OF PROPOSALS** **GENERAL RULES APPLICABLE TO THE SELECTION PROCESS**

1. Each proposer will be treated equally and fairly, with decisions being made on announced criteria using only information received through the selection process.
2. Each potential Vendor and selection panel member shall receive a copy of this Evaluation of Proposals rules and guidelines as part of the RFP solicitation.
3. All contact following issuance of the RFP until submission of proposals is through the Division of Contract and Analysis Services. **Except as provided in these rules, attempts to contact RCRRRA staff, elected officials, or evaluation team members directly during that time will result in rejection of a proposal.**
4. If a Vendor contacts RCRRRA staff, elected officials, or evaluation team members directly for technical assistance relating to the submission, the staff, official or member shall refer the Vendor to the Division of Contract and Analysis Services without further discussion and without disqualifying the Vendor from consideration pursuant to Rule 3, above. If a request for technical assistance regarding the submittal is made to the Division of Contract and Analysis Services by a Vendor, RCRRRA staff, elected officials, or evaluation team members may meet jointly with staff from the Division of Contract and Analysis Services and the Vendor, solely for the purpose of providing such technical assistance. Technical assistance means clarification or explanation of the RCRRRA's procurement practices and policies and of the proposal process, including the steps necessary to be completed in order to submit a valid proposal.
5. The RFP shall describe the evaluation and selection process, including criteria, and may include weighting, whether oral interviews will be given, and identification of the selection team.

### **GUIDELINES FOR THE SELECTION PROCESS**

It is the purpose of these guidelines to ensure that the selection process be conducted in such a manner as to treat each proposer in a fair and equal manner. (The outlined process reflects the practices typically followed in the RCRRRA's current selection process.)

1. After the proposal submission date, the Division of Contract and Analysis Services provides members of the selection team with a copy of each proposal and with the appropriate number of evaluation forms, as developed by staff from the initiating department, by the selection team, or jointly.
2. Members independently evaluate each written proposal, using the evaluation criteria set out in the RFP, and complete an evaluation form for each proposal.
3. The selection team meets to exchange and tabulate the evaluations of the written proposals.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

4. If oral interviews are part of the selection process:
  - a. The team can request a technical review of the proposals by staff before deciding how many proposers to interview.
  - b. Each proposer should be given the same amount of time, be asked the same core questions, and be interviewed by the same people.
  - c. If standard written questions are to be used, the team can submit questions to proposers ahead of time or when the proposer arrives for the interview. Questions can be developed by the team, by the staff of the initiating department, or jointly.
  - d. Team members should not discuss the interviews until all interviews have been held and evaluation forms have been completed.
  - e. Each team member completes an evaluation form based on the oral interview, using the criteria set out in the RFP and the evaluation form developed either by the selection team or by staff from the initiating department.
  - f. The team meets to exchange and tabulate the evaluations based on the oral interviews and to tabulate a composite rating for each proposal based on both the written proposal and the oral interview, giving weight to each component as described in the RFP.
5. Reference checks are conducted for the selected number of top-ranking proposers.
6. Selection team meets to receive information from reference checks and to make final selection, unless the team as a whole determines that additional information is required.
7. The Division of Contract and Analysis Services contacts proposers for additional information requested by the team (if required).
8. After consideration of all information, and selection of a proposer, the team prepares a written recommendation for submission to the Ramsey County Regional Railroad Authority. The written recommendation shall clearly describe the selected proposer's qualifications using the established criteria and shall contain a summary of the proposals submitted by the top three or more proposers.
9. The issuing department will coordinate preparation of the summaries and documentation for Ramsey County Regional Railroad Authority approval.

Adopted Board of Ramsey County Commissioners November 28, 1995 Resolution 95-538

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**Appendix C**

**UNION DEPOT BUILDING RENOVATION DESIGN PLANS**

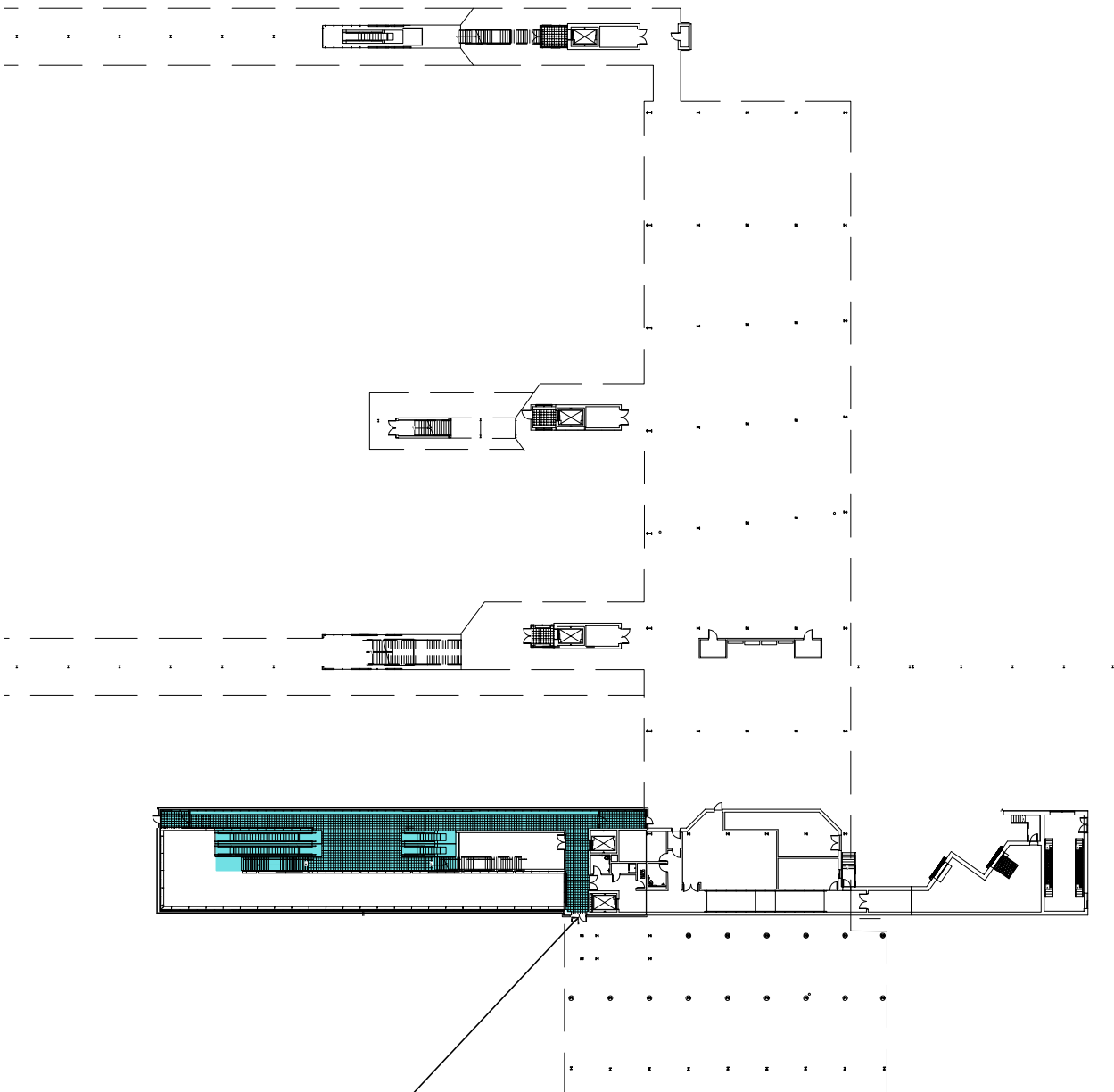
**INFORMATIONAL PURPOSES ONLY**



**Official Document found at  
<http://bit.ly/uniondepotsolicitations>**

The Union Depot  
Bicycle Center Operator RFP

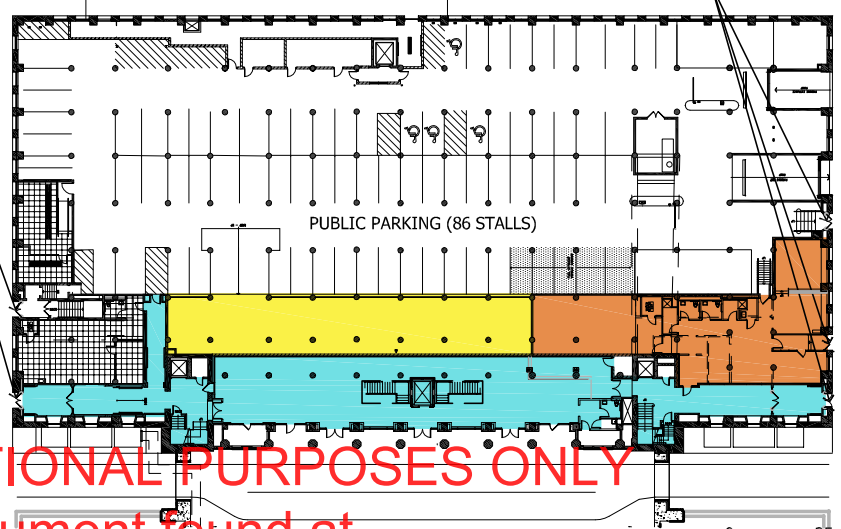
Page 15 of 25



STREET ACCESS POINTS

STREET ACCESS POINTS

- Bike Station: 3,312 sq ft
- Public Area: 9,814 sq ft
- Raised Area: 2,945 sq ft

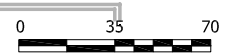


PUBLIC PARKING (86 STALLS)

**INFORMATIONAL PURPOSES ONLY**

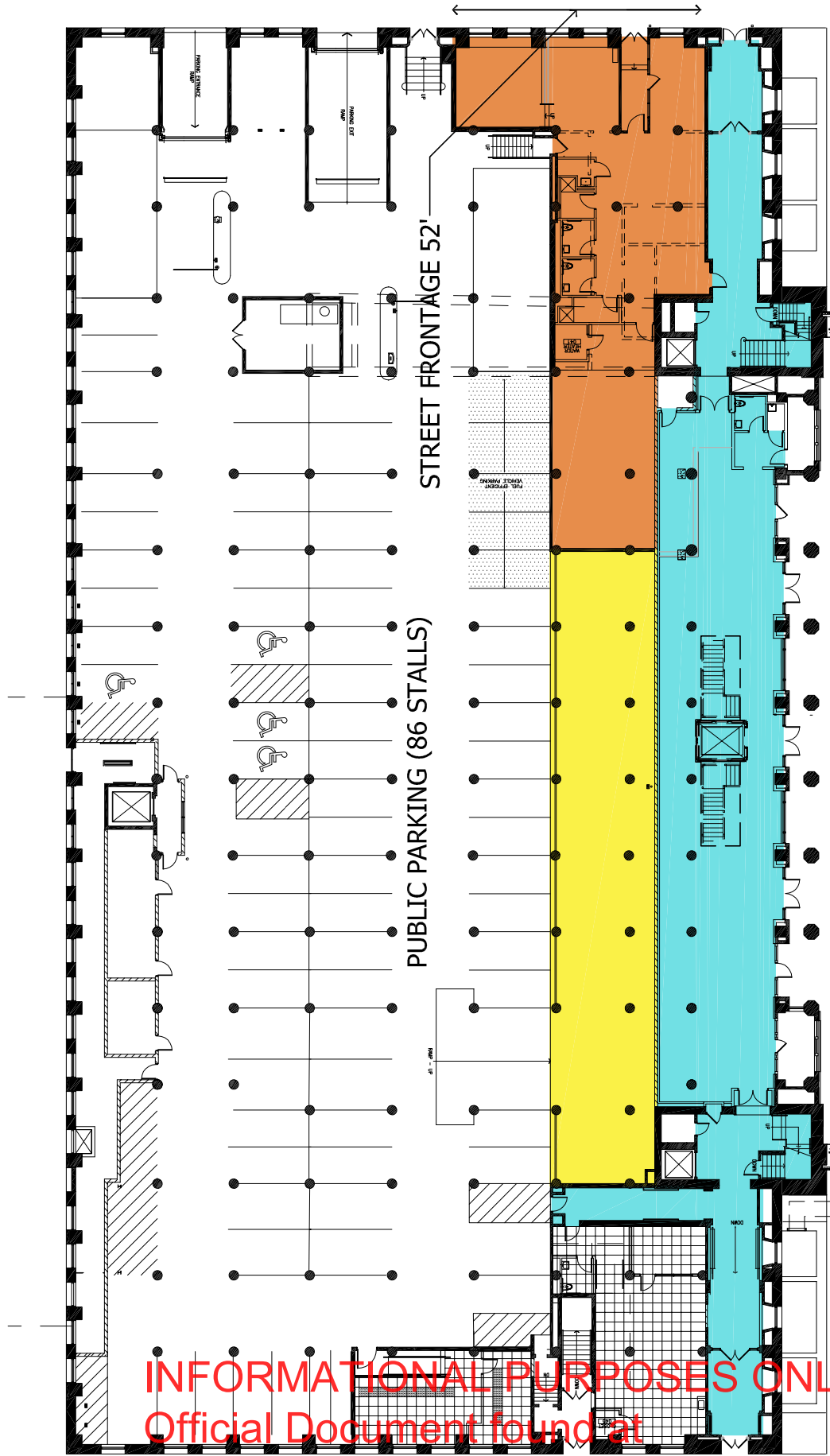
GROUND LEVEL

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**UNION DEPOT**  
 ST. PAUL, MINNESOTA





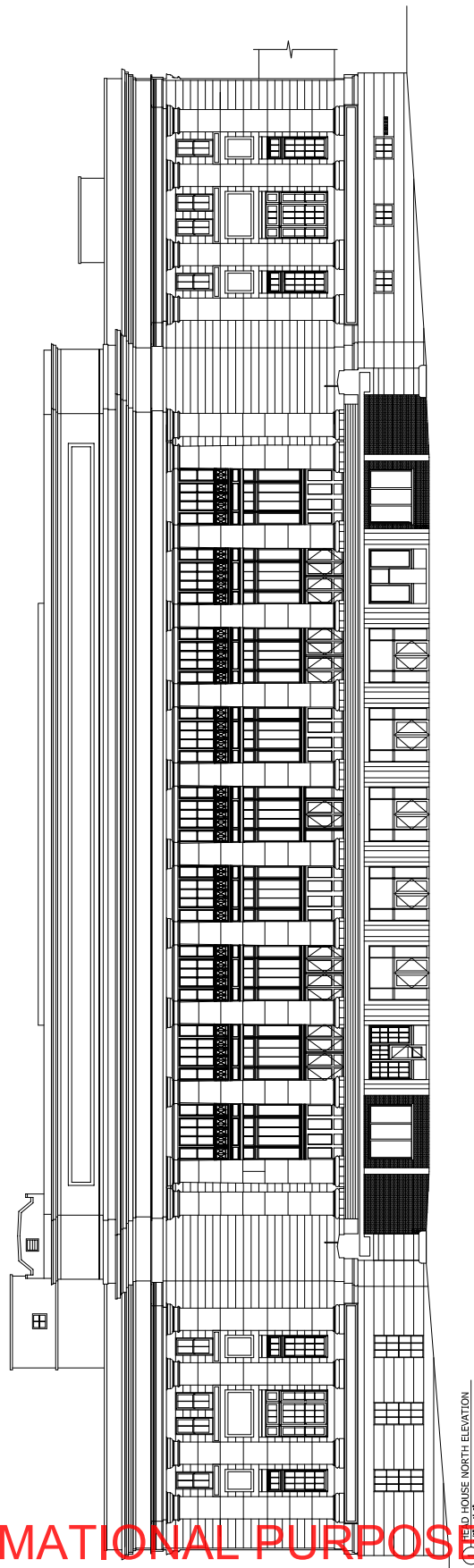
GROUND LEVEL: BIKE STATION, AREA 3,312 SF  
 RAISED AREA, 2,945 SF  
 PUBLIC AREA, 9,814 SF

INFORMATIONAL PURPOSES ONLY  
 Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**UNION DEPOT**  
 ST. PAUL, MINNESOTA





HEADHOUSE NORTH ELEVATION  
1/4" = 1'-0"

INFORMATIONAL PURPOSES ONLY

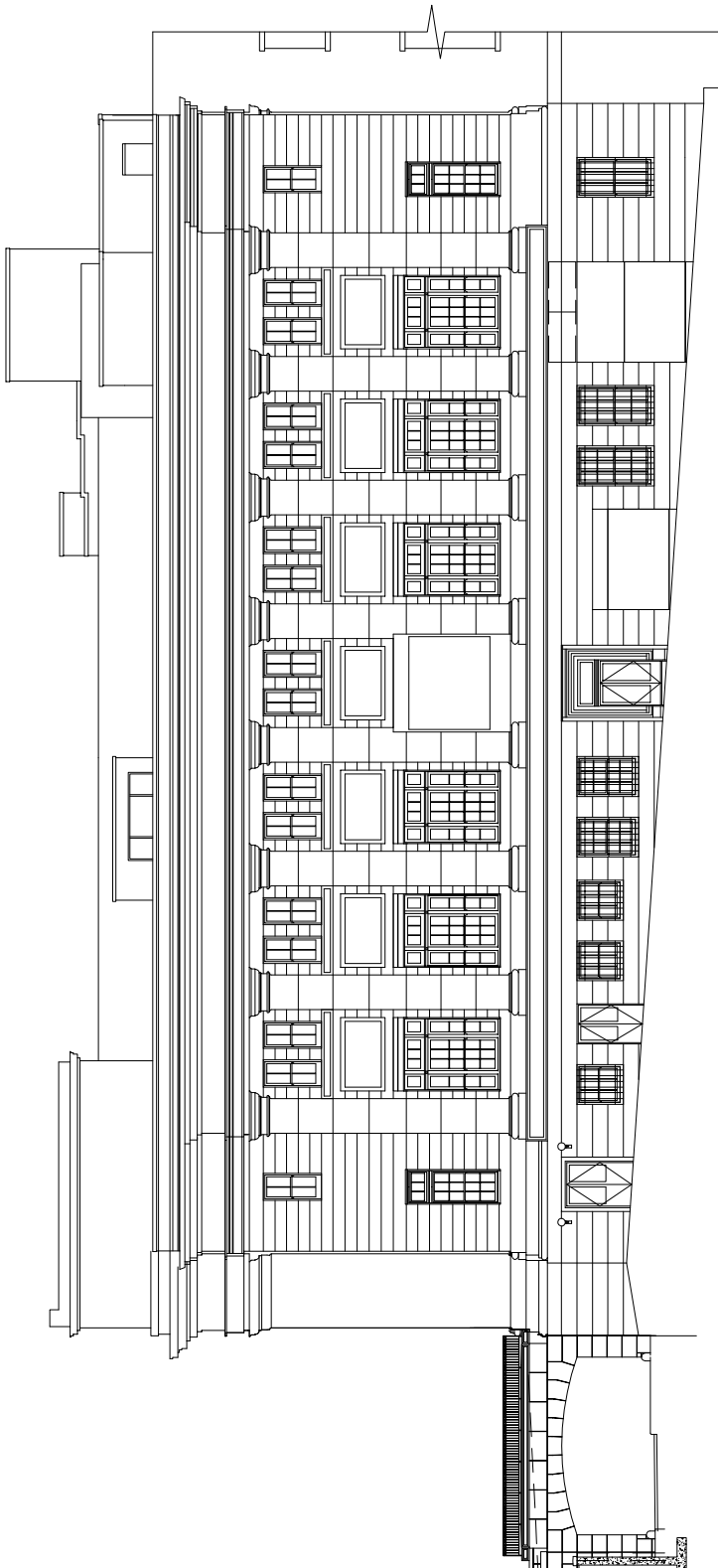
HEADHOUSE NORTH ELEVATION

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**UNION DEPOT**  
ST. PAUL, MINNESOTA





INFORMATIONAL PURPOSES ONLY

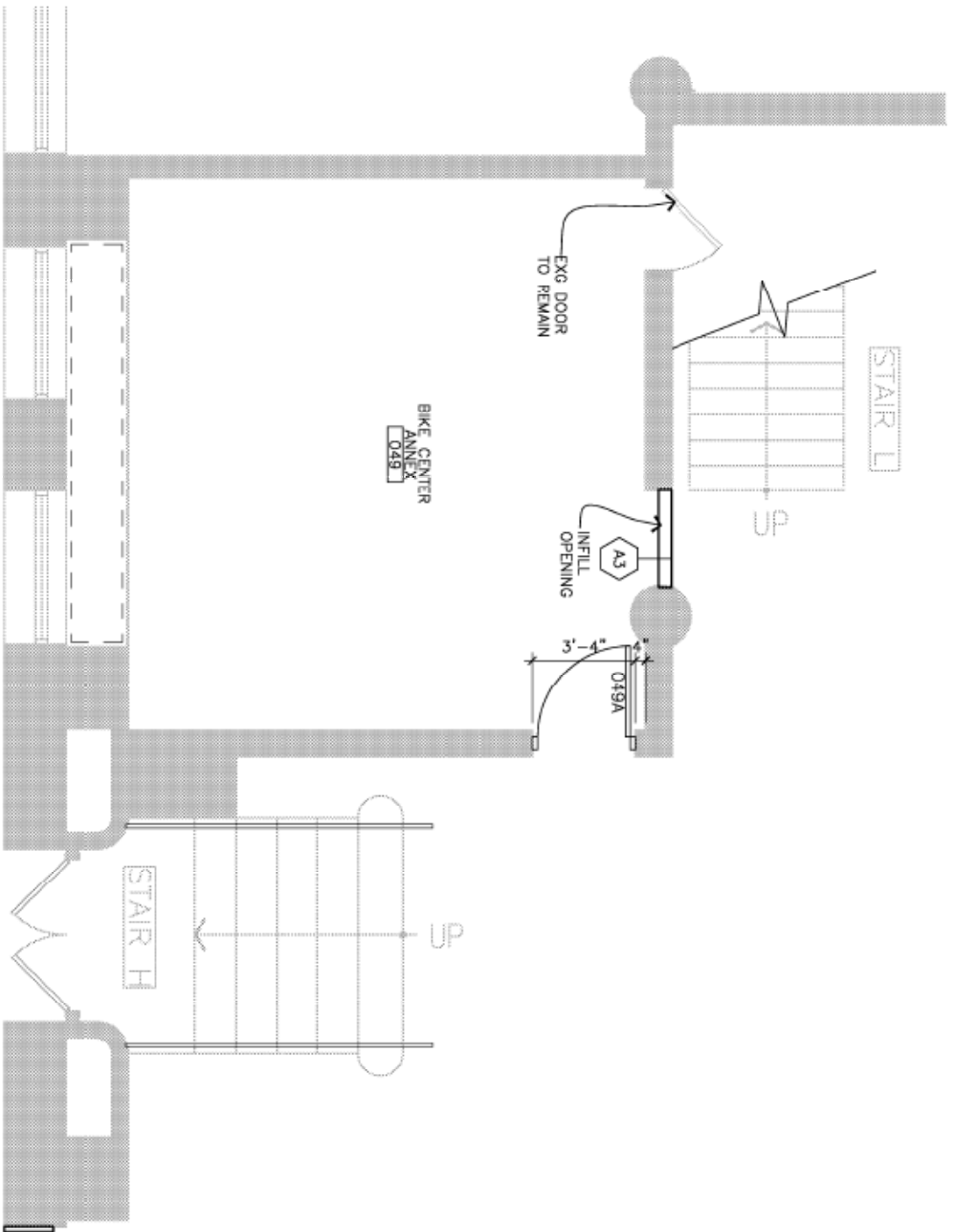
HEADHOUSE WEST ELEVATION

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



**UNION DEPOT**  
ST. PAUL, MINNESOTA





**Appendix D**  
**PROJECT SCHEDULE**

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

Page 16 of 25

Union Depot  
Major project milestones

| <b>Event</b>                   | <b>Date</b>   |
|--------------------------------|---------------|
| Groundbreaking                 | Jan. 16, 2011 |
| Headhouse reopens (Christo's)  | Dec. 1, 2011  |
| Substantial project completion | Dec. 31, 2012 |

**INFORMATIONAL PURPOSES ONLY**  
Official Document found at  
<http://bit.ly/uniondepotsolicitations>

## Appendix E

### PRO FORMA

#### ANNUAL INCOME TO RCRRA

This is considered a good faith estimate of annual payments for Proposal comparisons purposes. The final payment is subject to future negotiations.

|            |   |
|------------|---|
| \$ _____   | Monthly base (\$ _____ x 3,312 SF/12)                       |
| + _____    | _____ % of Gross Receipts based on \$ _____ estimated gross |
| \$ _____   | Monthly total   |
| x _____ 12 | Months per year   |
| = \$ _____ | Total Annual Rent Year One                                  |

#### BICYCLE CENTER PROJECTIONS

- Submit a ten (10) year pro forma including projections of Gross Receipts and a justification of sales above or below national averages or other exceptional circumstances.
- Provide historical data from previous ventures listed in Current and Prior Experience to support your pro forma
- For simplicity of comparison, assume 5% inflation index.
- Gross receipts are defined as all payments received for products and services sold.

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

Page 17 of 25

## Appendix F

### GENERAL TERMS AND CONDITIONS

#### 1. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the County for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents, nor representatives are employees of the County. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

#### 2. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

#### 3. Insurance

1. Lessee shall purchase and maintain such insurance as will protect Lessee from claims which may arise out of, or result from, Lessee's operations under this lease, whether such operations are by Lessee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
2. Lessee shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this lease:
  - 2.1 Fire and All-Risk Property Insurance
    - 2.1.1 Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Lessee at the Premises.
    - 2.1.2 Lessee hereby waives and releases Lessor, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Lessee's property resulting from fire or other perils covered in the standard property insurance coverage. Lessee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the Lessor.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

Page 18 of 25

- 2.2 Commercial General liability Insurance
  - 2.2.1 \$1,500,000 per occurrence  
\$2,000,000 general aggregate  
\$2,000,000 products/completed operations total limit  
\$1,500,000 personal injury and advertising liability  
\$ 5,000 per person medical payment  
\$ 100,000 fire legal
  - 2.2.2 This policy is to be written as acceptable to the Lessor.
  - 2.2.3 Ramsey County, its officials, employees and agents, shall be added to the policy as additional insured, using ISO form CG 20 11 or its equivalent
- 2.3 Automobile Insurance
  - 2.3.1 Coverage shall be provided for hired, non-owned and owned auto.
  - 2.3.2 Minimum limits: \$1,000,000 combined single limit.
- 2.4 Workers' Compensation and Employer's Liability
  - 2.4.1 Workers' Compensation as required by Minnesota Statutes.
  - 2.4.2 Employer's Liability limits:  
\$500,000/\$500,000/\$500,000
- 3. All Certificates of Insurance shall provide that the insurance company gives the Lessor thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- 4. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Lessee to purchase and maintain additional insurance that may be necessary in connection with this lease agreement.
- 5. Certificate of Insurance must indicate if the policies are issued pursuant to these requirements. Lessee shall not occupy the premises until Lessee has obtained the required insurance and filed an acceptable Certificate of Insurance with the Lessor. Copies of insurance policies shall be submitted to the Lessor upon request.
- 6. Nothing in this lease agreement shall constitute a waiver by the Lessor of any statutory or common law immunities, limits, or exceptions on liability.
- 7. Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

**4. Non-Assignability**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

**5. Unavailability of Funding**

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

**6. Non-Conforming Services**

The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**7. Equal Employment Opportunity**

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the Contractor shall furnish a written affirmative action plan.

**8. Workforce Diversity**

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the County, submit a written report to the County regarding the efforts and results of such efforts, including employment by job classification.

**9. Prevailing Wage**

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

---

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>



For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

**10. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

**11. Subcontractor Payment**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall 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 \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**12. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**13. Data Practices**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data for the Project. Additionally, access to County data shall be limited to those persons with a need to know

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**14. Compliance With Applicable Law**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

**15. Audit**

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Contractor relating to this Agreement.

**16. Termination**

**a. With Cause**

The County reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County. In the event that the County exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

**b. Without Cause**

The County may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

**17. Conflict of Interest**

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. The Submitter agrees that if, after award, an organizational conflict of interest is discovered, the Submitter must make an immediate and full written disclosure to the RCRRRA that includes a description of the action the

**INFORMATIONAL PURPOSES ONLY**



**Official Document found at  
<http://bit.ly/uniondepotsolicitations>**

Submitter has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the RCRRRA may, at its discretion, cancel the Submitter's participation in this Project. If the Submitter was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the RCRRRA, the RCRRRA may terminate the contract for default without liability.

**18. Waste Reduction**

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

**19. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

**20. HIPAA Compliance**

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

**21. Interpretation of Agreement; Venue**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

**22. Prompt Payment**

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

**23. Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable)**

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, the Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
  - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;

**INFORMATIONAL PURPOSES ONLY**



Official Document found at  
<http://bit.ly/uniondepotsolicitations>

The Union Depot  
Bicycle Center Operator RFP

- b. violated any federal or state antitrust statutes; or
  - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
- a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
  - b. violating any federal or state antitrust statutes; or
  - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
7. Shall immediately give written notice to the County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**24. Lobbying**

For all contracts involving over \$100,000 in federal funds, the Contractor must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Appendix as **Attachment 1**.

**25. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

**Attachment 1 to Appendix F**

**CONTRACTOR CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Contractor Name Program

---

Signature of Certifying Official Print Name Title Date

**INFORMATIONAL PURPOSES ONLY**

Official Document found at  
<http://bit.ly/uniondepotsolicitations>

