



Purchasing Division
Finance Department
Room 120
411 West First Street
Duluth, Minnesota 55802

218-730-5340
purchasing@duluthmn.gov

Addendum 1
Solicitation # 21-99791
Parking Lot Plowing for Snow Emergencies

This addendum serves to notify all bidders of the following changes to the solicitation documents:

1. There were significant changes to the scope of work initially provided. Rather than listing each item separately, a complete request for quote (RFQ) package is attached, which includes a revised scope of work and revised bid form with changes highlighted, and a revised map showing a larger snow storage area for Wheeler Athletic Complex.
2. General bid specifications have been added to the RFQ package.

Please acknowledge receipt of this Addendum by initialing and dating Addendum **#1** below the bid form on the invitation for bids.

Posted: **November 12, 2021**

Quotes Due: **Wednesday, November 17, 2021 by 2:00 pm**

SNOW EMERGENCY PARKING LOT PLOWING
REVISED SCOPE OF WORK

QUOTES DUE WEDNESDAY, NOVEMBER 17, 2021 AT 2:00 PM

The City seeks contract services to keep parking areas clear for off-street parking during an estimated six snow emergencies this winter season from November 2021– May 2022.

LOCATIONS

Wheeler Athletic Complex
35th Avenue West and Grand Avenue
Duluth, MN 55807X

Wade Stadium
35th Ave W & 1st St.
Duluth, MN 55807

SCOPE OF SERVICES

Contractors will clear the parking lots and walkways identified in the attached **maps each time we have a major event and the City declares a Snow Emergency.**

Per City Code, a Snow Emergency must be declared by 4pm on any given day. It may be made earlier in the day, but must be made by 4pm. Regardless of how early the declaration is made, the designated parking areas and walkways must be cleared by 4pm. The City will give the contractor as much advance notice as possible. For heavier events, additional plowing may be required to allow residents to access and remove their vehicles from the lots after the snow event.

On the maps provided, areas in green are to be plowed; areas in yellow indicate where snow should be piled; areas in red must remain clear to allow access; and walkway areas (in orange) should be cleared by hand shoveling or with a small snow blower. This plan is subject to negotiation with awarded contractor as indicated in the Communication section below.

City vehicles may utilize some of the parking area. Contractor will not be responsible for snow removal in this area(s), but must not block the vehicles with snow piles. Awarded bidder will be notified of any City vehicle parking areas.

COMMUNICATION

Awarded contractor's snow removal plan must be approved ahead of time by the Property and Facilities Manager and the Park Maintenance Manager.

Contractor should contact City staff prior to plowing. Contact information will be provided to the awarded bidder.

Contractor will be required to:

1. Pile snow in designated spaces as defined in the attached maps or as directed by the City.
2. Utilize special equipment where needed.

3. Salt/sand when necessary at Contractor's best judgment or as directed by the City. Application rates of material must be approved by the City.
4. Clear and salt/sand lot entrances and sidewalks in areas designated on associated map(s).

Due to changing regulations, contractors may need to report the type and quantity of sand, salt or mixture applied each time at each location.

INSURANCE

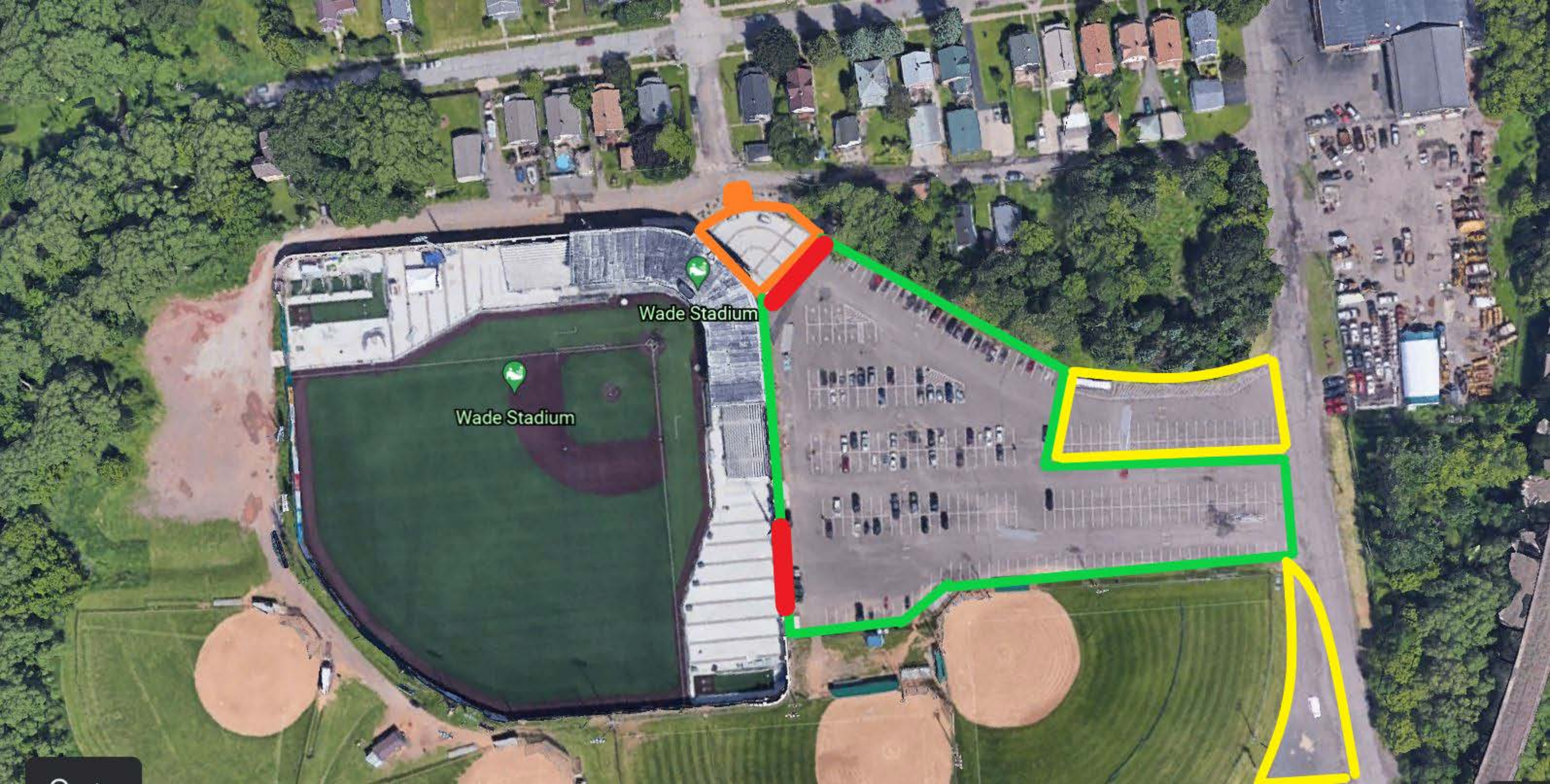
Awarded bidder will need to provide insurance as outlined in paragraph 5 of the attached Services Agreement.

INVOICING/PAYMENT TERMS

Payment terms are net 30. Invoices must be submitted at least monthly and can be emailed to AccountsPayable@DuluthMN.gov or mailed to 411 W. 1st St., Room 120, Duluth, MN 55802.

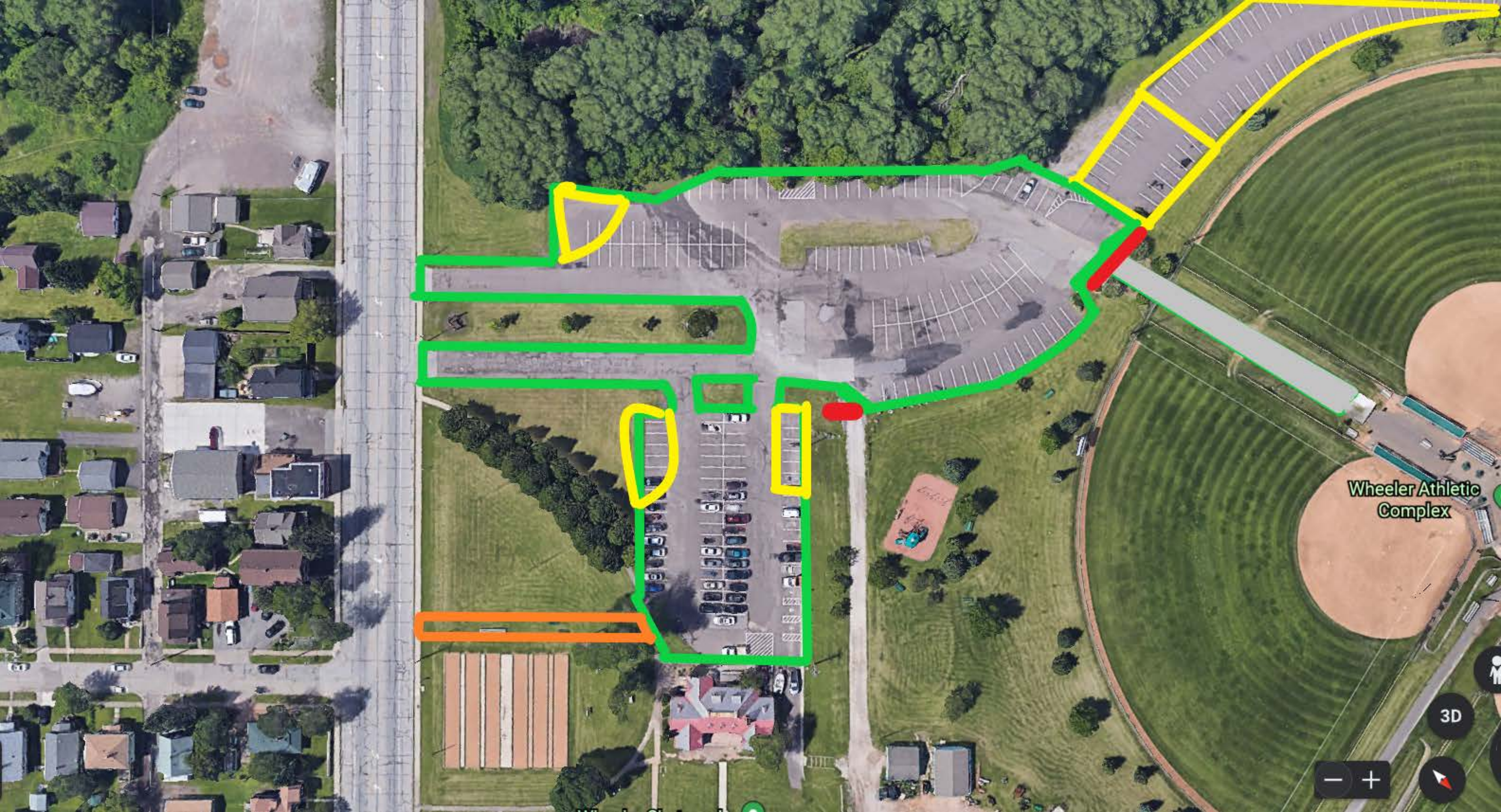
QUOTE SUBMISSION

Quotes must be received by the submission time and may be emailed to Purchasing@DuluthMN.gov or mailed or dropped off in person at 411 W. 1st St., Room 120, Duluth, MN 55802.



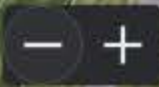
Wade Stadium

Wade Stadium



Wheeler Athletic Complex

3D



REVISED QUOTE FORM
REQUEST FOR QUOTE 21-99791
PARKING LOT SNOW REMOVAL FOR DECLARED SNOW EMERGENCIES

All prices below are to include all costs to perform the service, including labor, equipment, overhead, insurance, salt/sand, and anything else required.

ITEM	PRICE
Lump sum price for ONE clearing of Wade Stadium parking and walkway areas	\$
Lump sum price for ONE clearing Wheeler Sports Complex parking and walkway areas	\$
TOTAL PRICE	\$

TOTAL BASE PRICE IN WRITING

A LA CARTE ITEMS (to be performed upon request only)	PRICE
Lump sum price for clearing Wade Stadium parking area only	\$
Lump sum price for clearing Wade Stadium walkways	\$
Lump sum price for clearing Wheeler Athletic Complex parking area only	\$
Lump sum price for clearing Wheeler Athletic Complex walkways	\$
Hourly price for snow hauling/removal	\$

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM # INITIAL/DATE

ADDENDUM # INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

DECLARATION OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____

Firm Name: _____

Bidder's Federal Identification Number _____

SERVICES AGREEMENT
(Purchase Order #_____)

This agreement ("Agreement") between the City of Duluth, a Minnesota municipal corporation ("City") and **NAME OF SERVICE PROVIDER – Debarment Check?**. ("**NAME**" or "Service Provider"), with offices located at **ADDRESS**.

WHEREAS, City desires to enter into an agreement with a service provider to provide snow removal services at Wade Stadium and Wheeler Sports Complex parking areas for the purpose of off-street parking during City-declared snow emergencies;

WHEREAS, City issued a Request for Bid (the "RFB") for snow removal services (the "Services");

WHEREAS, **NAME** is in the business of providing snow removal services to its customers;

WHEREAS, **NAME** submitted a Response to the RFB (the "Response") and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Snow removal services at Wade Stadium and Wheeler Sports Complex, described in more detail in the Request for Quote and Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the "Rates") for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment. Payments shall be made **from fund XXX-XXX-XXX**. Service Provider shall be paid for the Services within thirty (30) days of the City's receipt of an invoice.

3. Term; Termination. The term of this Agreement shall commence on **(either date of attestation or future date)** and shall continue, unless earlier terminated as provided for herein, through May 31, 2022 (the "Term"). The Term may be renewed for up to two (2) additional winter seasons. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party's material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party's reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach. In addition, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
 - ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
5. Insurance.
- A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
- (1) Workers compensation insurance in accordance with applicable law.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
6. Indemnification. To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.
7. Data, Records and Inspection.
- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
 - b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
 - c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such

records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.

- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

CONSULTANT

By:

By:

Mayor

Company Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor Date

Approved as to form:

City Attorney Date

EXHIBIT A

RESPONSE TO REQUEST FOR BID



GENERAL BID SPECIFICATIONS

Purchasing Division
120 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

1. General. This document covers quotes or bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:

- a. Duluth Airport Authority
- b. Spirit Mountain Recreational Area Authority
- c. Duluth Entertainment and Convention Center
- d. Duluth Transit Authority
- e. Duluth Economic Development Authority
- f. Duluth Housing and Redevelopment Authority

2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.

3. Bidder Questions. Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.

4. Changes, Corrections & Withdrawal of Bids. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder. Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.

5. Unit Pricing. If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.

6. Sales Tax. Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.

7. Bid/Quote Submission. Bids may be emailed to purchasing@duluthmn.gov, mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 120, Duluth, MN 55802, or dropped off in person at the same address. Email is preferred. Bids must be received by Purchasing before the time and date specified in the request for quote or invitation for bid.

8. Non-Collusion Clause. By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition.

9. Award. Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications.

10. Bidder Qualifications. Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the

bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03). By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.

11. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.

12. Liquidated Damages for Failure to Enter into Contract. The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

13. Equal Employment Opportunity. Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.

14. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.

15. Prevailing Wages. Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.

16. Validity of Bids. All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.

17. Insurance. All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current City requirements.

18. Reports. Contractors will be required to provide all data required by the city, state or federal funding source(s) for reporting purposes; including, but not limited to job creation and retention data, itemized invoices, payroll records, certifications and licenses.