REQUEST FOR BID

Date: April 1, 2010
Project #: 10-26B
Bid #: 10-0154

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802

PHONE: (218)730-5730
FAX: (218)730-3560

CITY OF DULUTH

PHASE II REPAIRS of CITY STEAM TUNNEL INFRASTRUCTURE 092B

BID OPENING AT: 2:00 PM ON April 27, 2010

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the Subject Matter and Opening Date. The City of Duluth reserves the right to split award where there is substantial savings to the City, waive informalities and to reject any and all bids. Bidder shall state in proposal if Bid price is based on acceptance of total order. Sales Tax is not to be included in the unit price. Bidder shall state freight charges if, the proposal F.O.B. is shipping point, freight not allowed. Low Bid will not be the only consideration for award of Bid. All pages shall be signed or initialed by authorized bidder=s representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE TO THE CITY PURCHASING OFFICE

BID DEPOSIT REQUIREMENTS: 5% of Bid Amount
Deposit shall mean cash, cashier=s check, or corporate surety bond payable to or in favor of City of Duluth.

PERFORMANCE and PAYMENT BONDS: Shall be required of the successful bidder. Bonds shall BOTH be in the full amount of the Contract amount.

INSURANCE CERTIFICATE: Shall be required per specified requirements per the attached requirements.

Designated F.O.B. Point:
City Architect
Jobsite(s)

Tax: Federal Excise Exemption
Account Number: 41-74-0056 K

TOTAL BASE BID $ ____________
TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: __________________________

F.O.B. POINT: __________________________

DELIVERY DATE: __________________________

The City of Duluth is an Equal Opportunity Employer.
Project name: Phase II Repairs of City Steam Tunnel Infrastructure 092B

411 West First Street - Duluth, MN

The undersigned, having familiarized himself/themselves/itself with the existing conditions on the project affecting the cost of the work, and with the Contract Documents which include the Invitation to Bid, the Contract Agreement Form, the Non-Collusion Affidavit, any/all Addenda, General Conditions (parts I & II), the Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), EEO Affirmative Action Policy Statement & Compliance Certificate, and Form of Surety Bond or Bond as prepared by the City of Duluth and on file in the office of the City Architect and City Purchasing Agent, and hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment & services, including utilities and transportation services required to complete the___________________________, specification by ____________________.

BASE BIDS:

001  1  L.S.  BASE BID:  $___________$___________

Bidder agrees to perform work as describe in the Specification and/or shown on the plans for a Sum of:

__________________________________________________________
(In words - See Additional Page(s) as required)

Initial: ____________

Completion Time:

The undersigned hereby affirms & agrees, if awarded a contract, to begin work immediately upon receipt of Notice to Proceed and to substantially complete the work within the time schedule indicated in the Special Conditions, _____ Calendar Days.

Security in the sum of $________________ in the form of _________________________ is submitted herewith in accordance with the Instructions to Bidders, payable without condition to the City of Duluth which is agreed shall be retained as liquidated damages for the delay and extra expense caused the Owner if the undersigned fails to execute the contract and furnish bonds required by the contract documents.

Signed: __________________________________________________ for

__________________________

a partnership (or)

__________________________

a corporation incorporated under the laws of the State of

__________________________

President: ____________________  Vice President: ____________________

Secretary: ____________________  Treasurer: ____________________
Address(es): ____________________________________________________________

_________________________________________________, being duly sworn, deposes and says that there are no other persons comprising above company or firm than the above names, and that there are no persons or corporations interested in the forgoing proposals, either as principal or subcontractor, other than the above names; also that the proposals are made without any connection with any person or persons acting in any official capacity whatever for the City of Duluth is directly or indirectly interested therein, or any portion of the profit thereof.

Subscribed and Sworn to before me this __________ day of _________________ A.D., __________________,

_____________________________________________________________ Notary Public.

Stamp/Seal

Initial: ____________

Addendum Receipt Acknowledgments:

Addendum #: _______ Dated: _______ _______ (initial)
Addendum #: _______ Dated: _______ _______ (initial)
Addendum #: _______ Dated: _______ _______ (initial)

Please Note! Please disregard the note on page 1 regarding sales tax for this bid. All applicable sales and/or use tax are to be included in the bid pricing. All bids are to be bid F.O.B. jobsite, the blank on page 1 for freight shall be left blank.

City Project Contact:   Terry Groshong,, City Architect - (218)730-5730 & (218)723-3560  FAX

Initial: ____________
PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE. ACCEPTANCE OF THIS ORDER BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER. ANY TERM OR CONDITION STATED BY THE PURCHASER OR ANY PRIOR PROOF OF ORDER OR IN SELLER’S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACRDING OR ACCEPTING THIS ORDER IS HEREBY OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY SELLER OF/terms AND CONDITIONS CONTAINED IN ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS UNLESS WRITTEN NOTICE IS RECEIVED BY BUYER OF ANY SUCH REJECTION OR RETURNING A COPY OF THIS ORDER, DELIVERY OF ANY OF THE GOODS ORDERED, INFORMING THE BUYER IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE, OR RETURNING SELLER’S OWN FORM OF ACKNOWLEDGEMENT.

2. PRICE. If price (either fixed price or hourly rate[s]) in costs of a time and material order and/or delivery is not specified by Buyer on the face of this order, Seller will submit its best fixed price and/or a statement of costs to be billed. The price and other terms for the articles sold to Buyer under this order are not less favorable than those extended to the same classes in equal or less quantities. In the event Seller reduces its price for similar articles during the term of this order, Seller agrees to reduce the prices hereon accordingly. If this order is on a time and material basis, the following shall apply: price shall be (a) material at Seller’s cost, less scrap, without any charge for handling or otherwise, plus (b) time at agreed hourly rate[s] for labor and materials. Work and manufacturing costs incurred in the performance of work and manufacturing at reasonable hours shall be included in the hourly rate[s]. No substantial portion of the order shall be subcontracted by Seller without Buyer’s written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practice to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.

3. PACKING AND SHIPPING. If Goods are to be delivered under this order, the cost and risk of loss will be borne by the Seller. In all cases, packaging and/or storage cost. All Goods shall be packaged, marked, and otherwise identified in accordance with good commercial practices to obtain lowest shipping rates. On containers, Seller shall mark handling and loading instructions, order number, lot and batch numbers, and net and gross weight and address of Seller and Buyer. An inspection packing list shall be shipped with each shipment. Overcharges shall be returned to Seller at Seller’s risk and expense, if any. In case of any return, cost of return to and from Buyer shall be borne by Buyer and Seller shall be liable for the cost of return. The risk of loss shall be borne by Seller until title transfers. Goods shall be shipped F.O.B. Buyer’s location, and Buyer shall have the right to return any Goods which do not conform to the specifications or which are not of merchantable quality.

4. F.O. B. RISK OF LOSS. Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer’s location. During the delivery of the Goods to the carrier, the risk of loss or damage to the Goods until delivery to Buyer is borne by the Seller. Any transportation is F.O.B. Buyer’s location. Seller shall bear all risk of loss or damage to the Goods until delivery to Buyer.

5. INVOICING. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered with all taxes, freight, and insurance shown separately. Each invoice shall be accompanied by bill of lading or express receipt. Invoices shall be subject to adjustment for errors, shortages, rejections and other causes. Discount periods, if any, shall commence on the date invoice is received or goods are received, whichever later. Buyer expects blanket coverage on all inbound freight, and the added cost of the additional insurance will be honored unless otherwise specified.

6. INSPECTION. All material and workmanship shall be subject to Buyer’s inspection at both plant of Seller and of Buyer. Payment shall be subject to final inspection by Buyer’s plant. Buyer shall have the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be reconditioned before redelivery and charged back to the Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum, for the prevention and readiness to decontrol of defects and problems. Buyer, or its agents, reserves the right to obtain the best facilities necessary to meet the technical and regulatory requirements specified. Seller warrants that quality control records are maintained on file for a minimum of one year from date of shipment or as otherwise specified by contract. Buyer reserves the right, upon 72 hours notice, to inspect facilities and inspect records in connection with this order.

7. WARRANTY. In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all material or goods delivered hereunder by this order shall correspond to drawings, specifications and other documents. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall inure to the benefit of Buyer and Buyer’s successors and assigns. Thus, any rights by any breach of warranty or otherwise, material or goods which are not as warranted may at any time be returned by Buyer to Seller at Seller’s expense for credit, correction or replacement as Buyer may direct.

8. COMPLIANCE WITH LAWS. Seller will comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and/or services, including, but not limited to the Occupational Safety and Health Act, the Truth in Negotiated Act, the Resources Conservation and Recovery Act and all applicable requirements of the Fair Labor Standards Act. Seller will defend and hold Buyer harmless from any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, failure by Seller to (a) have any chemical substances sold hereunder included in the lists of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (b) provide a completed material safety data sheet (OSHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state, or local law.

9. CHANGES. Buyer may, at any time by written order, make changes in designs, specifications, method of shipment or performance, or place of delivery, require additional work, or direct the omission of work covered by this order. If any such change causes an increase or decrease in the price under this order, or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within 30 days from date this change is ordered and the amount of such claim shall be stated in writing within 30 days thereafter.

10. BUYER’S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller material or equipment ("Equipment") it is defined as special dies, molds, Jigs, tooling, gages, tool kits, etc., or pays for such material or equipment, title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve such material and equipment and shall dispose of it (including scrap) in accordance with Buyer’s direction. Such material and equipment, and whenever practical such individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and such material shall be safely stored separate and apart from Seller’s property. Seller shall not substitute any property for Buyer’s property or Equipment unless otherwise authorized by Buyer. Seller shall use such material or equipment only in the performance of purchase orders and shall be responsible for any loss, damage, or destruction to such material or equipment but Seller shall not include any insurance for the Equipment furnished. The Equipment, or any portion thereof, shall be sold by Buyer to Seller at the fair market value. Any such Equipment returned to Buyer after use in this order is to be disposed of in accordance with applicable law and regulations, including hazardous waste regulations.

11. ASSIGNMENT. Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such written consent.

12. NOTICE OF LABOR DISPUTES. Whenever in actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Buyer may at any time notify Buyer in writing of all relevant information with respect to such dispute.

13. TERMINATION. (a) Termination Without Cause. Buyer shall have the right, without cause, at any time to terminate all or any part of the undelivered portion of this order or any term or condition of this order. Such notice shall be in writing and shall be delivered to Seller. The price for all work done shall be paid for up to the date of termination. Seller shall submit its claim to Buyer, in form and with evidence satisfactory to Buyer, promptly after the date the effective date of the termination. If Seller fails to submit a termination claim to Buyer, Seller shall have no liability to Buyer on account of the termination. If Seller’s termination claim is not acceptable to Buyer and cannot be settled by the parties, the claim shall be submitted to arbitration. (b) Termination With Cause. If Seller fails to make delivery in accordance with the agreed delivery date or schedule or terms or conditions applicable to this order, Buyer shall have the right (in addition to any other rights or remedies in connection with this order) to terminate this order by written notice to terminate all or any part of the undelivered portion of this order without any liability to Seller on account thereof, in which case Buyer shall be entitled to recover the actual cost incurred by Buyer, in excess of occasions occasioned thereby.

14. PATENTS AND COPYRIGHTS. Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer for any alleged infringement of patents or copyrights relating to the manufacture, use or sale of the Goods, except for any such infringement resulting from Seller’s compliance with detailed designs provided by Buyer, and Seller shall indemnify Buyer and its cusromers for all costs and damages arising from such alleged infringement.

15. PUBLIC LIABILITY INSURANCE. Seller shall hold Buyer indemnified against any injury, loss, or damage which may result from the performance of work or services covered by this order or any other injury, loss, or damage which may result from any injury or death to employees of the Seller, the Buyer or his Customer, or any other person which may arise from performance of work or services covered by this order whether performed by Seller or any Subcontractor or any one directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the Buyer and shall be subject to Buyer’s approval for adequacy of protection.

16. DELAYS. Time is of the essence. All actual or potential delays of whatsoever nature may delay Buyer when and as they occur if the event can be expected to result in a delay later than that shown on the face of this order. Seller agrees to indemnify Buyer for all losses, costs and damages resulting from Seller’s delay or failure to deliver.

17. GENERAL. This order is formed under and shall be interpreted according to, and governed by, Minnesota law. No waiver by Buyer of any of its rights or remedies hereunder shall constitute as a waiver of any other rights or remedies.