CITY OF DULUTH

REQUEST FOR BID
Date: July 27, 2009
Project #: 09-19
Bid #: 09-24DS

RETURN BY BID OPENING TIME TO:
PURCHASING DIVISION
100 City Hall
Duluth, Minnesota 55802

Maintenance Operations Fencing & Other City Sites
PHONE: (218)730-5340
FAX: (218)730-5921

BID OPENING AT: 2:00 PM ON August 11, 2009

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

Item Number Qty U/OM Description Unit Price Total Price
{See Additional Page(s)}

FREIGHT CHARGES $ ______________________

NAME ______________________________________
ADDR1______________________________________
ADDR2______________________________________
ADDR3______________________________________

BY: _________________________________________
(Print) Title

(SIGNATURE) Tele #

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.
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 1: 1532 West Michigan Street $_______ $_______
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)

002 1 L.S. BASE BID 2: 40th Ave West Toolhouse $_______ $_______
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)

003 1 L.S. BASE BID 3: Longview Tennis $_______ $_______
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)
The Contractor is requested to furnish the information listed below:

**ELECTRICAL SUB CONTRACTOR:**

List the name of the proposed electrical sub-contractor and amount.

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: __________
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 Groshon, City Architect - (218)730-5730 & (218)723-3560  FAX
PURCHASE 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 SELLER IN ANY PRIOR PROPOSAL, ON SELLER'S INVOICE, FORM, OR OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER OR ANY OTHER ORDER IS HEREBY HEREBY REJECTED. IN ADDITION, ANY ADDITIONAL INSURANCE WILL NOT BE HONORED UNLESS OTHERWISE SPECIFIED.

2. PRICE. If price (either fixed price or hourly rate[es] in case of a time and material order) and/or delivery is not specified by Buyer on the face of this order, Seller shall submit its best price, freight and delivery terms and conditions on which it is willing to sell.Seller reserves the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may reject delivery of goods and to return to Seller at Buyer's expense, and at Buyer's option, Seller will either replace the defective goods or refund the purchase price, net of any cost of removing same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective actions. Seller warrants that he has or is able to obtain the best facilities necessary to meet the test and inspection 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 audit the Seller's facilities and inspection records in connection with this order.

3. PACKING AND SHIPING. If Goods are to be delivered under this order, the cost and fee negotiated for this order shall be included in Seller's invoice, F.O.B. freight and carrier's charges, if F.O.B. shipping point charges for packaging, loading or storage cost. All Goods shall be packed, marked, and otherwise prepared in accordance with good commercial practice and at Seller's expense. Seller shall maintain adequate accounting records in accordance with generally accepted accounting principles to substantiate all costs, which records shall be open to examination by Buyer at all reasonable times.

4. F.O.B. AND RISK OF LOSS. Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the carrier. Transportation charges are paid by Seller. The F.O.B. point shall be Buyer's location. Invoicing. All invoices shall be rendered in duplicate unless otherwise specified and shall be rendered within 24 hours after each shipment. Taxes, freight and handling charges shall be shown separately. Each invoice shall be accompanied by bill of lading or express proof. Payments shall be subject to adjustment for errors, shortages, rejections and other causes. Discount period, if any, shall commence on

5. INSPECTION. All material and workmanship shall be subject to inspection by Buyer both at plant of Seller and of Buyer. Payment shall be subject to final inspection at Buyer's plant. Seller shall have the right to reject all goods not conforming to specifications or containing defective material or workmanship. Rejected goods shall be returned at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may reject delivery of goods and to return to Seller at Buyer's expense, and at Buyer's option, Seller will either replace the defective goods or refund the purchase price, net of any cost of removing same from amount due Seller. Seller warrants that goods shall be produced under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective actions. Seller warrants that he has or is able to obtain the best facilities necessary to meet the test and inspection 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 audit the Seller's facilities and inspection records in connection with this order.

6. WARRANTY. In addition and without prejudice to all other warranties expressed or implied by law, Seller warrants that all materials delivered by this order shall conform to drawings, specifications and other details. All warranties, both express and implied, also constitute conditions and shall survive inspection, acceptance and payment and shall be for the benefit of Buyer and his or her direct or indirect assigns or limitations of any rights by reason of breach of warranty or otherwise, material or goods which are not as warranted may be at any time returned to Seller and Seller's expense for credit, correction or replacement as Buyer may direct.

7. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state, and local laws, ordinances, rules and regulations in the manufacture and sale of the Goods and all other materials, equipment, installations, products, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiation Act, the Resource Conservation and Recovery Act and all applicable require from the Fair Labor Standards Act. Seller will diligently and bona fide buyer harmless from any loss, damage, or costs arising from or caused in any way by actual or alleged violation of any federal, state, or local law, condition, rule, or regulation, or liability to the Seller to (i) have any chemical substances sold hereunder included in the list of approved chemical substances published by the Occupational Safety and Health Administration, (ii) provide a complete dataset sheet (ODS/SHA Form 20 equivalent) for any chemical substances sold hereunder as required by any federal, state or local law or regulation, or (iii) any other obligation.

8. CHANGES. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of shipping or packing, style or place of delivery, require alterations or modifications in any other feature of the product sold or in any other part of the work covered by this order. If any such change causes an increase or decreases 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 and signed. Any claim for adjustment under this provision must be asserted within 30 days from date this charge is made and the amount of such claim must be stated in writing within 90 days thereafter.

9. BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes any material or equipment ("Equipment") as defined as special dies, molds, jigs, tools, gages, test equipment, material, etc., or pays for such material or equipment, title to such material or equipment shall remain with Buyer and Seller shall identify, maintain and preserve such material or equipment. The Buyer and Seller shall disassemble of it (including scrap) in accordance with Buyer's direction. Such material and equipment, and whenever practicable, shall be plainly marked or otherwise adequately identified by Seller as "property of the City of Duluth" and shall be safely stored as directed and apart from Seller's property. Seller shall not substitute any property for Buyer's property or otherwise classify same. Any loss or damage to Buyer's property shall be made to Buyer. If Buyer shall use such material or equipment only in the performance of purchase orders for Buyer, Seller shall be liable for any loss, damage, or expense arising out of Buyer's use of such material or equipment but Seller shall not include the damage or expenses therefrom in the cost charged under this order. Also, the equipment required to produce the supplies under this order is for the exclusive use of the City of Duluth and is subject to recall upon written notice from the City in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for all excess costs occasioned thereunder.

10. PATENTS AND COPYRIGHTS. Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer of Buyer for alleged infringement of patents or copyrights relating to the manufacture or sale of the Goods or any material, equipment, or installation herein contained. If any suit or claim is instituted, Buyer shall give Seller notice thereof, and Seller shall, at its own expense, defend such suit or claim; provided, that Buyer may, at its own expense, settle such suit or claim without the consent of Buyer, and Seller shall be liable to Buyer for all costs, expenses and damages resulting therefrom, including any judgment or settlement agreement.

11. PUBLIC LIABILITY INSURANCE. Seller shall hold Buyer and its customer harmless from all injuries, damages and claims arising from performance of work or services covered by this order. Seller shall maintain such insurance as will protect Buyer from liabilities arising out of Buyer's or Buyer's agent's purchase or use of Buyer's property from claims of any nature or description. Buyer from claims under Worker's Compensation Acts and from all other claims for damages, personal injury, or death to employees of Seller, the Buyer, or Buyer's Customer, or any other persons which may arise from performance of work or services covered by this order whether performed by the Seller or by 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.

12. DELAYS. Three is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer without delay as they occur if the result. In a delay later than that shown on the face of this order, Seller agrees to inform Buyer promptly of all delays, causes and damages resulting from Seller's delays failure to deliver.

13. GENERAL. This order is formed under and shall be interpreted according to the laws of the State of Wisconsin. Any waiver by Buyer of any of its rights or remedies hereunder shall be construed as a waiver of any other rights or remedies.