REQUEST FOR BID
Date: April 16, 2012
Project #: 12-09DS
Bid #

CITY OF DULUTH
RETURN BY BID OPENING TIME TO:
PURCHASING DIVISION
100 City Hall, 411 W First Street
Duluth, Minnesota 55802

Duluth City Hall MIS Upgrade

PHONE: (218) 730-5340
FAX: (218-730-5921

Pre-bid Meeting at 10:00 AM on Monday, April 30, 2012 at Lobby Duluth City Hall, 411 W. 1st Street Duluth, MN 55802.

BID OPENING AT 2:00PM ON MAY 9, 2012

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)

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<th>U/OM</th>
<th>Description</th>
<th>Unit Price</th>
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{See Additional Page(s)}

FREIGHT CHARGES $ _______________
TOTAL BASE BID $ __________________
TO INCLUDE ANY ADDITIONAL PAGES

PAYMENT TERMS: __________________
F.O.B. POINT: __________________
DELIVERY DATE: __________________

NAME __________________________
ADDR1 __________________________
ADDR2 __________________________
ADDR3 __________________________

BY: ____________________________
(Print) _________________________
Title __________________________

(SIGNATURE) ____________________
Tele # _________________________

The City of Duluth is an Equal Opportunity Employer.
CITY OF DULUTH
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Project name:
Duluth City Hall MIS Upgrade
411 W. 1st Street - Duluth, MN

The undersigned, having familiarized himself/herself/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)

002 1 L.S. Add Alternate #1 Secondary Air Conditioning Unit for MIS Room


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

003 1 L.S. ____________________________ $ ___________


(In words - See Additional Page(s) as required)
The Contractor is requested to furnish the information listed below:

PLUMBING SUB CONTRACTOR:

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

HVAC SUBCONTRACTOR:

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

ELECTRICAL SUB CONTRACTOR:

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

Initial: ___________
UNIT PRICES: Unit prices are in Addition/Deletion to the Lump Sum Bid. Bidder must enter all unit prices. All unit prices to include all labor, material and equipment to furnish and install requested item(s).
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 foregoing 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: __________
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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:

Tari Rayala, AIA
Facility Projects Specialist
City of Duluth
1532 West Michigan Street
Duluth, MN 55806

Office: (218) 730-4434
Cell: (218) 591-6892
trayala@duluthmn.gov

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 OR CONDITION STATEMENT. UNLESS THE SELLER IN ANY PRIOR PROPOSAL, ON SELLER'S ACKNOWLEDGMENT FORM, OR OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO HAVE SYNCHRONIZED THE TERMS OF THIS ORDER AND IS HERETOFORE OBJECTED TO BY BUYER. ANY SUCH TERM OR CONDITION SHALL BE TOTALLY INAPPLICABLE TO THIS ORDER UNLESS SPECIFICALLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE GOODS OR SERVICES COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF SELLER'S TERMS AND CONDITIONS. A COPY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS OR SERVICES; OR PERFORMANCE IN ANY MANNER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING SELLER'S OWN FORM OF ACKNOWLEDGMENT.

2. PRICE. (If price is fixed or hourly rates in case of a time and material order) and/or delivery is not specified by Buyer on the face of this order, Seller shall immediately submit its best price, delivery date and/or schedule which shall be subject to Buyer's acceptance or rejection. Seller shall quote the price and terms for the terms for the quantities specified for the goods or services, and quote the lowest prices for the terms and quality of the goods extended to all other customers for the same or similar articles in equal or greater quantities. Nothing in this paragraph shall be construed to place the responsibility of the terms of this order, Seller agrees to reduce the prices hereof 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 freight, without any charge for handling or otherwise, plus (b) time at agreed hourly rate(s). If both engineering work and manufacturing work is to be performed in connection with the order, price shall be for same species or grade as shall be specified for each thereof. No overhead shall be enumerated in the performance of this order without Buyer's prior consent and unless separate overhead hourly rates have been specified and agreed upon. No subcontracting on this order shall be permitted by Seller without Buyer's written consent. Seller shall maintain adequate accounting records in accordance with generally accepted accounting practices to substantiate all costs, which records shall be open to examination by Buyer at reasonable times.

3. PACKING AND SHIPPING. If Goods are to be delivered under this order, the cost and fee negotiated for this order is deemed to include all packaging and storage cost. All Good shall be packed, marked, and otherwise prepared in accordance with good commercial and industry standards. In particular, all shipments shall be accompanied by packing listing and/or manifest covering the material, weights, and account number, shipment date, and names and addresses of Seller and Buyer. An itemized packing list shall be provided with each shipment. Shipping papers, invoices, or other documents required by Buyer, to be returned to Seller at Seller's risk and expense may be required by Buyer. Buyer shall not be responsible for payment until the time originally scheduled hereinafter.

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. Seller's location, Seller shall bear all risk of loss or damage to the Goods until delivery of the Goods to the buyer. If transportation is F.O.B. Buyer's location, Seller shall bear all risk of damage to the Goods until delivery of the Goods to Buyer's location.

5. INVOICING. All invoices shall be rendered in duplicate and specified and shall be tendered within 24 hours after each shipment. Taxes, freight and similar charges shall be shown separately. Each invoice shall be supported by a bill of lading or express receipt. Payments 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 is later. Buyer reserves blanket coverage on all inbound freight. Invoice charges for additional insurance will not be honored unless otherwise specified.

6. INSPECTION. All material and workmanship shall be subject to inspection and test by Buyer, both at plant of Seller and of Buyer. Payment shall be subject to final inspection at 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 at Seller's expense and risk, including transportation both ways, promptly after notification of rejection. Buyer may elect to retain defective goods and to remedy defects and deduct cost of remaking items from amount due Seller. Seller warrants that all materials, equipment, and services shall be constructed under a quality control system that provides at a minimum for the prevention and ready detection of discrepancies and for timely and positive corrective action. Seller warrants that the goods shall be accepted on return by Buyer at Buyer's expense and shall in no event be subject to salvage or otherwise be disposed of by Buyer. Seller warrants that he has or is able to obtain the best facilities necessary to meet the mechanical and regulatory requirements specified. Seller agrees to provide Buyer with 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 and test any goods and inspection records in connection with this order.

7. WARRANTY. In addition to all other warranties and guarantees provided by law, Seller warrants that all materials or goods covered by this order shall conform to Buyer's written specifications and shall be free from defects. All warranties, both expressed and implied, also constitute conditions and shall survive inspection, acceptance and performance of the hereinabove described goods by the benefit of Buyer and its customers. Without limitation of any rights by reason of law, any warranty of warranty or otherwise, material or goods which are not as warranted may at any time be returned to Seller at Seller's expenses, correction or replacement as Buyer may direct.

8. COMPLIANCE WITH LAWS. Seller shall comply with all federal, state, local, and foreign laws, rules and regulations in the manufacture and sale of the Goods and performance of the Services, including but not limited to the Occupational Safety and Health Act, the Truth in Negotiations Act, the Resources Conservation and Recovery Act, the Toxic Substance Control Act and the Fair Labor Standards Act. Seller shall defend and hold Buyer harmless from any fires, damages, or injuries arising or caused by any act or alleged violation of any federal, state, or local laws, condition, rule, or regulation, or failure by the Seller to (i) have any chemical substances sold hereunder in the list of approved chemical substances published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act or (ii) provide to Buyer in form and manner stated above (OSHA Form 20 equivalence) for any chemical substances sold hereunder as required by any federal, state, or local law, ordinance, rule or regulation.

9. CHANGES. Buyer may, at any time by written order, make changes in drawings, designs, specifications, method of production, order of place of delivery, or require additional work, or direct the omission of work covered by this order; 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. All claims for adjustment under this provision must be asserted within 10 days from date this change is made and for the amount of such claim must be stated in writing within the amount of days thereafter.

10. BUYER'S PROPERTY, MATERIALS, AND EQUIPMENT. If Buyer furnishes Seller's material or "equipment" ("Equipment" is defined as pumps, motors, dies, jigs, tools, gages, test equipment, cables, etc., or pays for such material or "equipment", this herein shall remain or vest in Buyer, or as Buyer may direct, and maintain and preserve such material and "equipment" and shall dispose of it (including reasonable accordance with Buyer's direction). Such material and "equipment", and whenever present such individual item thereof shall be immediately marked with a label indicating Buyer's property as "property of the City of Duluth" and shall be safely stored separately and apart from Seller's property. Seller shall not sublet any property for Buyer's property. Under no circumstances shall Seller use such material or "equipment" either in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such material or "equipment" but Seller shall not include any insurance costs therefore in the cost charged under this order. Also, the "equipment" required to produce the supplies order this order is for the exclusive use of the City of Duluth is subject to removal upon written notice.

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

12. NOTICE OF LABOR DISPUTES. Whenever an actual or potential labor dispute delays, or threatens to delay, the performance of this order, Seller shall immediately 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 this contract for any reason, or for no reason. Seller shall be entitled to such notice as Buyer shall require, and shall promptly upon written notice of such notice, deliver to Buyer at Buyer's expense all materials, equipment, parts, products, and work performed thereon. Buyer shall not be liable for any damages or injuries arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and reproduce Buyer's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training materials and other similar supporting documentation and sales literature. Seller shall assign Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.

14. PATENTS AND COPYRIGHTS. Seller shall defend, at its own expense, any suit or claim that may be instituted against Buyer or any customer or Buyer for alleged infringement of patents or copyrights relating to the manufacture, sale, or use of the Goods, except for any such infringement resulting from Seller's compliance with design or other services provided by, or used by and sold to its customers for any such costs or damages arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and reproduce Buyer's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training materials and other similar supporting documentation and sales literature. Seller shall assign Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.

15. PUBLIC LIABILITY INSURANCE. Seller shall hold Buyer and Buyer's customers harmless from all injuries, damages and claims arising from performance of work or services covered by this order. All insurance policies held by Seller or any other party to this order. Buyer shall have the right, at no additional charge, to use and reproduce Buyer's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training materials and other similar supporting documentation and sales literature. Seller shall assign Buyer of any updated information relative to the foregoing literature and documentation with timely notification in writing.

16. DELAYS. That is of the essence. All actual or potential delays of whatever nature must be reported to the Buyer when and as they occur if the event can be expected to result in a delivery later than the scheduled delivery date. Seller agrees to indemnify Buyer for all losses, cost 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 warranty by Buyer of any future business is intended to be construed as a warranty of any other rights or remedies.