



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

INVITATION TO BID MOTOR GRADER LEASE

BID NUMBER: 25-AA12

BID OPENING: Thursday, March 20, 2025 at 2:00 pm

PROJECT DESCRIPTION: The City of Duluth, MN seeks bids for a lease of 20-22 Motor Graders. Bids are requested for leases for 5, 6 and 7 winter seasons so the City can determine the highest number of graders that will fit within the budget. Equipment must meet or exceed the attached specifications.

Due to the City's anticipated bond issuances, the City will not be eligible for bank-qualified financing.

QUESTIONS: Please submit any questions regarding this project no later than seven (7) days prior to the bid opening date via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders are acknowledging that they have read the City of Duluth General Bid Specifications, which are included in this bid package.

Bidders must indicate that the equipment proposed complies with each specification item on the bid form. If the proposed equipment does not comply, Bidder must state how the equipment varies from the listed specification and the reason for the deviation.

Bidders must include the following with their bid:

1. One Bid Form Part 1
2. Bid form Part 2 for each of the three lease lengths (5, 6, and 7-year)
3. One Completed Specification Response (assumes all graders are the same)
4. Descriptive literature
5. Complete specifications
6. Proposed lease agreement
7. Lease return conditions, if not included in the lease agreement
8. Manufacturer's warranty
9. Any other necessary data

Award will be based on total cost of ownership to the City.

Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. The City Purchasing Agent or her designee will conduct a public bid opening in Room 120 immediately following receipt of the bids. Bidders who wish to attend the bid opening virtually can find the link at <https://www.duluthmn.gov/purchasing/bids-request-for-proposals>.

No alternatives to the specification will be considered unless specifically requested. Where terms and conditions conflict, the attached City's Specifications shall govern.

The City of Duluth reserves the right to waive informalities and to reject any and all bids.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

Patrice Stalvig, Purchasing Agent, City of Duluth



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 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. Bids must be received by Purchasing before the time and date specified in the 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 construction 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.

**CITY OF DULUTH
MINIMUM SPECIFICATIONS FOR
ARTICULATING 6-WHEEL ALL WHEEL DRIVE MOTOR GRADER LEASE/PURCHASE**

For technical questions, contact Chad Bednar, cbednar@duluthmn.gov at 218-730-4004. For questions about the bid process, contact Purchasing at 218-730-5340 or purchasing@duluthmn.gov. Questions must be communicated no less than seven (7) days prior to the bid opening date in order to facilitate the response for all potential bidders.

All bids shall meet or exceed specifications listed and described as follows:

1. General

- a. It is the intent of these specifications to describe an all-wheel drive articulated diesel-powered motor grader in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete grader, shall be included in the bid and shall conform in strength, quality of material and workmanship to what is usually provided the trade in general.
- b. Any units not conforming to these specifications as outlined in this invitation will be rejected. It will be the responsibility of the bidder to conform to the requirements unless deviations have been cited in the bid and acceptance made on that basis.
- c. All units and attachments shall be new and in first-class operating condition.
- d. Any additions, deletions or variations from the following specifications must be stated. Reason for variations and deviations must also be stated. These specifications shall be construed as minimum. The manufacturer shall furnish evidence upon request of its demonstrated ability to build equipment of the type described in these specifications. Evidence shall be furnished upon request that the equipment built by the manufacturer has been tested and proven in the marketplace. Specifications also require that the bidder furnish descriptive literature, complete specifications, the proposed lease agreement, lease return conditions, and all other necessary data on the equipment proposed to furnish. (Use attachment, if necessary). Furnish copy of manufacturer's warranty.
- e. Location of parts outlet and service practices will be used in the evaluation of bid proposals.
- f. Failure to complete all information on questionnaire and bid request form may be cause for rejection of bid.
- g. All rates bid shall be for a total of 2500 hours over the entire length of the lease.
- h. The City of Duluth reserves the right to cancel any agreements resulting from this bid for non-performance of equipment, failure to meet service and repair stipulations, or failure of the City Council to approve sufficient appropriations for the portions of the rental period beyond 2025.
- i. Where bidders contract language contradicts this solicitation, the language in the solicitation shall govern.

2. Parts and Services

- a. Because maintenance of this equipment in good operational condition without protracted time out for repair is very important, it is essential that repair parts and service be adequate and readily available. Response time on site for necessary repairs shall be less than one (1) hour; seven (7) days per week, 24 hours per day. Identify the location of bidder's service and repair parts facility.
- b. Prior to the end of the lease term, City shall not be obligated to repair cosmetic damages that do not impact safety or functionality of equipment.
- c. A monthly "Repair Log" shall be provided to Fleet Services and Street Maintenance managers detailing repairs (warranty or otherwise), including unit number/serial number, repair order numbers, and detailed description of repair/service provided.
- d. Bi-Annual maintenance/repair inspections by vendor will be performed, with detailed reports of findings submitted to the Fleet Service and Street Maintenance managers.
- e. The City of Duluth will be responsible for daily operator checks and inspections of graders (prior use), routine maintenance and check points at ground level for safety purposes.
- f. The City of Duluth will be responsible for cutting edges and applicable nuts and bolts.
- g. The successful vendor will supply any required maintenance and repairs at no cost to the City, including tire repairs, and all scheduled maintenance as per the manufacturers' recommendations. The vendor will not be responsible for any damage done by City use which is beyond what is considered normal wear and tear as defined at the bottom of these minimum specifications. However, if more than 4 moldboards, or 2 circles are broken during a season, or other material has excessive failures through no fault of the City, the vendor will bear responsibility for replacements. The replacements must be within the timeframe listed below.
- h. The successful vendor shall respond on site to all "unit down time" service requests **within 1 hour of notification**. Notification is defined as a phone call, or a voice message if there is no answer. The 1-hour timeframe starts at the time of the call. The City of Duluth reserves the right to terminate the lease agreement if vendor does not comply with service requirements.
- i. If a leased unit is down for repairs in excess of 12 continuous hours from notification (including nights, weekends and holidays), vendor shall provide a like 6-wheel drive unit with wing within 24 hours of breakdown as a replacement at no additional cost to the City of Duluth. If the vendor is unable to provide a replacement within 24 hours of breakdown, the vendor shall reimburse the City for costs incurred, based on state contract vendor issued daily rates, for a replacement machine from another supplier by direct payment to the City or setoff against lease fees due by the City. The vendor will not be required to provide a replacement unit for any 'down time' resulting from damage done by City use that is beyond what is considered normal wear and tear.
- j. **All non-warranty repair requests that are beyond what would be considered normal wear and tear shall be reviewed by District Leadworkers or Supervisors prior to completion.**

- k. The City of Duluth has the right to charge liquidated damages in the amount of 10% of the monthly lease/rental cost if supplied grader differs from above agreement.

3. Delivery

- a. Motor graders are to be delivered FOB Destination, Freight Prepaid, to Fleet Services Division, 4825 Mike Colalillo Drive, Duluth, Minnesota. Each unit is to be delivered in first-class operating condition with acceptance subject to purchaser's inspection and approval.

4. End of Lease

- a. A guaranteed buyout at the end of the lease is to be included. Buyout price per unit is to be included on the bid form.
- b. Tires at less than 50% tread depth shall be replaced by the City.

4. Normal Wear and Tear Defined. Definitions of normal wear and tear are listed below:

Exterior:

- a. Worn, faded or scratched paint, mirror, other glass, protective covers, plastic panels and any other coated items on the body.
- b. Worn, faded or scratched stickers, logos and other exterior language or imagery adhered to the body.
- c. Light rust on hardware, handles, latches, caps, doors and any other metal parts that still function as designed.
- d. Minor dents, scratches and dings that do not affect the functionality of the equipment.

Interior:

- a. Worn, faded, scratched or small tears in seats, floor coverings, and all other cloth, vinyl or other material elements in the cab.
- b. Worn, faded, scratched control buttons or descriptors on joysticks, radios, dashboard and any other labeled items within the cab.

**BID FORM PART 1 FOR 25-AA12 GRADER LEASE
(INFORMATIONAL)**

1. Furnish name, address and telephone number of the nearest parts and service outlet/depot. Attach list of additional parts outlets/depots, if any.

For Parts Contact:

For Service Contact:

NAME: _____

ADDRESS: _____

TELEPHONE: _____

2. Include manufacturer and model of the equipment being bid.

Manufacturer: _____

Model: _____

By submitting a bid, each vendor is verifying they have read and are thoroughly familiar with the bid documents, including any and all addenda, and understand the City's needs with regard to snow removal and the proper equipment required to complete such removal.

Signed by: _____

Name & Title: _____

Addenda

Acknowledged: _____

Vendor Contacts

Repair Contact Name: _____ Phone: _____
Cell: _____
E-mail: _____

Sales Person Name: _____ Phone: _____
Cell: _____
E-mail: _____

Local Manager Name: _____ Phone: _____
Cell: _____
E-mail: _____

District Manager Name: _____ Phone: _____
Cell: _____
E-mail: _____

**BID FORM PART 2 FOR 25-AA12 GRADER LEASE
PRICE FOR FIVE-YEAR (54 MONTH) LEASE**

1. Indicate manufacturer and model of the equipment being bid.

Manufacturer:

Model:

2. Basic cost of one new grader will be part of determining award but not the sole determining factor. All options will be added after the award is made and as determined by the end user. List the cost for a 5 winter season (54 month) lease - Oct 2025 through April 2030. Do not include sales tax.

1 payment per year _____ per payment _____ per year

6 payments per year _____ per payment _____ per year

12 payments per year _____ per payment _____ per year

Please state any quantity discounts available.

3. Optional Equipment: List cost in addition to proposed monthly lease, per unit, per month.

Front fenders:

List Manufacturer

Lease: 5 year/monthly rate

Dozer Blade, 9ft & must couple to City's existing attachments:

List Manufacturer

Lease: 5 year/monthly rate

4. Guaranteed buyout amount per unit at end of 5-year lease

**BID FORM PART 2 FOR 25-AA12 GRADER LEASE
PRICE FOR SIX-YEAR (66 MONTH) LEASE**

1. Indicate manufacturer and model of the equipment being bid.

Manufacturer:

Model:

2. Basic cost of one new grader will be part of determining award but not the sole determining factor. All options will be added after the award is made and as determined by the end user. **List the cost for a 6 winter season (66 month) lease - Oct 2025 through April 2031.** Do not include sales tax.

1 payment per year _____ per payment _____ per year

6 payments per year _____ per payment _____ per year

12 payments per year _____ per payment _____ per year

Please state any quantity discounts available.

3. Optional Equipment: List cost in addition to proposed monthly lease, per unit, per month.

Front fenders:

List Manufacturer

Lease: 5 year/monthly rate

Dozer Blade, 9ft & must couple to City's existing attachments:

List Manufacturer

Lease: 5 year/monthly rate

4. Guaranteed buyout amount per unit at end of 6-year lease

**BID FORM PART 2 FOR 25-AA12 GRADER LEASE
PRICE FOR SEVEN-YEAR (78 MONTH) LEASE**

1. Indicate manufacturer and model of the equipment being bid.

Manufacturer:

Model:

2. Basic cost of one new grader will be part of determining award but not the sole determining factor. All options will be added after the award is made and as determined by the end user. **List the cost for a 7 winter season (78 month) lease - Oct 2025 through April 2032.** Do not include sales tax.

1 payment per year _____ per payment _____ per year

6 payments per year _____ per payment _____ per year

12 payments per year _____ per payment _____ per year

Please state any quantity discounts available.

3. Optional Equipment: List cost in addition to proposed monthly lease, per unit, per month.

Front fenders:

List Manufacturer

Lease: 5 year/monthly rate

Dozer Blade, 9ft & must couple to City's existing attachments:

List Manufacturer

Lease: 5 year/monthly rate

4. Guaranteed buyout amount per unit at end of 7-year lease

BID SPECIFICATION RESPONSE 25-AA12 GRADER LEASE

Bidder to indicate whether spec is met or if identify any deviation from spec in the bid response column.

<u>Description</u>	<u>Specification</u>	<u>Bid Response</u>
1 Type	All-wheel drive, articulated frame	_____
2 Operating Weight	33,000 lbs. SAE minimum (without scarifier, add-on weights or wheel ballast)	_____
3 Engine	6 cylinder turbo charged diesel must be EPA Tier IV certified . Rated not more than 2100 RPM and not less than 436 cu. in. displacement with minimum of 50% Torque rise Variable HP w/ min 210 Net HP in all wheel drive.	_____
	HP in gears 1 and 2	_____
	HP in gears 3 – 5	_____
	HP in gears 6 – 7	_____
	HP in gear 8	_____
4 Electrical System	24 to 12 volt converter for accessories	_____
	Heavy duty 75 AMP alternator	_____
	Batteries rated at 1300 CCA	_____
5 Cooling System	Anti-freeze solution to -40° F, extended life	_____
6 Transmission	Direct Drive, Electronic controlled with auto, shift, transmission reversal without clutch and over speed protection.	_____
	5 working speeds below 10 MPH	_____
	Max transport speed shall be no less than 25 MPH	_____
7 Hydraulic System	Maximum pressure not less than 2,750, standby PSI, pressure compensated load sensing system with 54 GPM flow rating	_____

FIRM NAME _____

Date:

<u>Description</u>	<u>Specification</u>	<u>Bid Response</u>
8 Tandem Drive Axles	No spin, foot or electric operated hydraulically actuated rear axle differential lock and unlock able on-the-go under full engine RPM in any gear	_____
9 Front Wheel Drive (FWD)	Ability to engage front wheel drive on the go in any direction and under full engine RPM and load. Front wheel drive on demand, selectable from a dead stop. Manual or auto torque adjustable FWD operated from inside the cab for operator management. FWD shall be effective from 0 to 13 MPH in reverse gears.	_____ _____
20 Steering	Joystick primary steering. Auxiliary Steering wheel optional. Full hydraulic power steering with separate reservoir or priority hydraulics for safety in the event of hose failure. Maximum turn radius shall be no greater than 24' 6"	_____ _____ _____
21 Brakes, Parking, Service	Air or Hydraulic actuated, four wheel oil disc brakes (air dryer required, if applicable) Park brake to be independent of service brake, automatically or manually actuated transmission neutralizing for safety on hills Braking system must meet SAE J/ISO 3450 standards	_____ _____ _____
22 Moldboard and impact Protection	Circle drive must have a slip clutch Tip cylinder must have impact protection Blade lift cylinders must have crossover relief valve or approved blade impact system	_____ _____ _____
23 Moldboard	20 Fully hydraulic controlled moldboard 12 ft. long, 24 inches tall, 1 nominal inch thick with 8-inch cutting edge	_____

FIRM NAME _____

Date:

<u>Description</u>	<u>Specification</u>	<u>Bid Response</u>	
24 Lights	LED turn, brake and warning Strobe light with guard (blue)	_____	
	Front Bar	2 drive, low beam 2 drive, high beam	_____
	Mid Frame	2 work circle	_____
	Under Cab	2 work blade	_____
	Rear grill	2 work backup	_____
	Front roof	2 drive (inner) 2 work (outer)	_____
	Rear roof	2 work rear	_____
	RH side roof	2 work RH side	_____
	Work lights to be switched separately		_____
	25 Cab	Low profile, sit down cab	_____
Interior sound level 75 dba or less		_____	
Front (upper & lower) & rear windshield wipers and washers		_____	
Rear window defrost		_____	
Back up camera system		_____	
Outside heated mirrors (2)		_____	
Air-suspension cloth seat with lumbar support, arm rests and headrest		_____	
Tinted safety glass ½ deep tint		_____	
AM/FM radio with weather band		_____	
Heavy-duty 40,000 BTU heaters & defrost for winter use		_____	

FIRM NAME _____

Date:

<u>Description</u>	<u>Specification</u>	<u>Bid Response</u>
26 Gauges & Monitoring	Air-conditioned	_____
	All gauges to be lighted	_____
	Hour Meter	_____
	Electronic control module w/ data storage and diagnostic capabilities for engine, transmission and 6 wheel drive systems	_____
27 Fuel System	Three level electronic warning system for all critical machine functions	_____
	Minimum of 100 Gallons	_____
28 Safety	Slow moving vehicle sign vandalism protection (lockable doors & compartments), back-up alarm and tool box	_____
29 Tires	14:00 x R24, Michelin x-snow plus or City-Approved Equivalent	_____
	Total of 4 front spare tires and 4 rear spare tires (not per unit), mounted on wheels	_____
30 Special Equipment Snow Wing	Falls Snow Wing or Approved Equivalent	_____
	All hydraulic 12 ft. snow wing to include heel, toe, mid height post, and rear post.	_____
	Hydraulically-operated and hydraulically-extendable push bar	_____
	Integrated wing controls to be mounted on right hand control surface or whichever side is opposite of steering control	_____
	Wing to be punched AASHO standard	_____
	One stage cylinder on the wing	_____
	Minimum 12" Float detent on the wing	_____

FIRM NAME _____

Date:

<u>Description</u>	<u>Specification</u>	<u>Bid Response</u>
31 Front Attachment	Hydraulic parallel lift quick attach/detach front lift group to pick up existing V-plows and dozer blades	_____
32 Manuals	Each unit to include owner/operator manual 2 parts manuals & 2 service manuals in digital format.	_____ _____
33 Training	Vendor/manufacturee agrees to provide a Training program for the City Maintenance & Operator employees in sufficient scope to assure efficient and economical performance of the equipment. Training to commence at a reasonable time(shortly after	_____

The City of Duluth reserves the right to accept or reject any options included in bid.

Bidders shall list deviations from bid specifications (additions or deviations of requested equipment).

By submitting a bid, each vendor is verifying they have read and are thoroughly familiar with the bid documents, including any and all addenda, and understand the City's needs with regard to snow removal and the proper equipment required to complete such removal.

Signed by: _____

Name: _____

Title: _____