REQUEST FOR BID
DATE 6/23/2014
BID # 14-0436

RETURN BY BID OPENING TIME TO:
PURCHASING DIVISION
100 CITY HALL
Duluth, MN 55802
Dennis Sears
PHONE: 218-730-5340
FAX: 218-730-5921

2014 RIVERSIDE-GOGEIC CREEK STORM SEWER AND SLOPE REPAIRS

BID OPENING DATE AT 2:00 P.M. ON Wednesday, July 9, 2014

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should 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 to state freight chargers 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 form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT
Deposit shall mean cash, cashier’s check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:
Engineering Division
Jobsite(s)

Vendor Email Address: ____________________________________________

NAME: __________________________________________
ADDR1: ________________________________________
ADDR2: ________________________________________
ADDR3: ________________________________________

BY: ___________ (Print) ____________________________ (Title)

(Signature) ____________________________________________ (Tele. #)

FREIGHT CHARGE $ ____________________________
TOTAL BID PRICE $ ____________________________
TO INCLUDE ANY ADDITIONAL PAGES.

PAYMENT TERMS $ ____________________________
F.O.B. POINT $ ____________________________
DELIVERY DATE $ ____________________________

The City of Duluth is an Equal Opportunity Employer.
**SCHEDULE OF PRICES**

2014 Riverside-Gogebic Creek Storm Sewer and Slope Repairs

City Project No. 1359  
Bid No. 14-0436

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**Make all extensions and total the bid.**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Spec.</th>
<th>Qty</th>
<th>U/OM</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>$</td>
<td>1</td>
<td>Each</td>
<td>Exhibit A (Must Be Returned With The Bid)</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL $**

---

**ADDENDUM RECEIPT ACKNOWLEDGEMENTS:**

**ADDENDUM NO. , DATED**

**ADDENDUM NO. , DATED**

**ADDENDUM NO. , DATED**

**TOTAL BID IN WORDS:**

---

**CONTRACTOR NAME:**

---

THE CONTRACTOR AGREES TO ALL OF THE PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS. ENCLOSED HEREWITH FIND A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF AT LEAST 5% OF THE AMOUNT OF PROPOSAL MADE PAYABLE TO THE CITY OF DULUTH AS A PROPOSAL GUARANTEE WHICH IT

*(see additional page(s))*

(Initial)
IS AGREED BY THE UNDERSIGNED WILL BE 
FORFEITED IN THE EVENT THE FORM OF 
CONTRACT AND BOND IS NOT EXECUTED, IF 
AWARDED TO THE UNDERSIGNED.

The bidder hereby certifies that he/she has received or viewed on-line 
the City of Duluth Public Works/Utilities Department - Engineering 
Division Standard Construction Specifications 2013 including 
supplements and has incorporated the terms hereof in its bid.

SIGNED: ______________________________ FOR

A PARTNERSHIP (OR)

A CORPORATION INCORPORATED UNDER THE 
LAWS OF THE STATE OF:

PRESIDENT ______________________________
VICE-PRES. ______________________________
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 MAKING ANY PROPOSAL FOR THE 
ABOVE WORK; THAT THEY ARE IN ALL 
RESPECTS FAIR AND WITHOUT COLLUSION OR 
FRAUD; AND THAT NO PERSON ACTING IN ANY 
OFFICIAL CAPACITY FOR THE CITY OF DULUTH 
IS DIRECTLY OR INDIRECTLY INTERESTED 
THEREIN, OR IN ANY PORTION OF THE PROFIT 
THEREOF. 

(see additional page(s))

(Initial)
### EXHIBIT A
Schedule of Prices

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Spec. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Est. Qty</th>
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<td></td>
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<tr>
<td>3</td>
<td>2104.501</td>
<td>REMOVE PIPE SEWER</td>
<td>LF</td>
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<td>4</td>
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<td>MIDSLOPE PIPE ANCHORS</td>
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**TOTAL:**
EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE

TO: City of Duluth, Minnesota PROJECT NUMBER & DESCRIPTION ________________________________

FROM: ____________________________________________________________________________

(FIRM’s name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to
all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital
status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to
ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color,
creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public
assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base
decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that
promotion decisions are in accord with the principles of equal employment opportunity by imposing only
valid requirements for promotional opportunities; (4) ensure that all personnel actions such as
compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition
assistance, social and recreational programs will be administered without regard to race, color, creed,
religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance,
and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements.
Additionally, minority and female employees shall be encouraged to participate in all FIRM activities
and refer applicants.

I have designated (name) ___________________________________________________________ to direct the
establishment of and to monitor the implementation of personnel procedures to guide the FIRM’s
affirmative action program. Where PROJECTS exceed $500,000, this official shall also serve as the
liaison officer that administers the FIRM’s “Minority Business Enterprise Program.” This official is
charged with designing and implementing audit and reporting systems that will keep management
informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the
basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility
of the FIRM and its supervisors to take actions to prevent harassment of employees placed through
affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports
related to equal opportunity as may be required by the City of Duluth and State and Federal compliance
agencies. Requirements and Reports are defined in 41CFR60 “Compliance Responsibility for Equal
Opportunity” published by the U. S. Department of Labor which is incorporated herein by reference.
Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules
promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees
any segregated facilities at any of its establishments and that it does not permit its employees to
perform their services at any location, under its control, where segregated facilities are maintained.
The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any
of its establishments and that it will not permit its employees to perform their services at any location,
under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this
certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term “segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

D) Affirmative Action Compliance Program: Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds $50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41 CFR 60.

E) Non-Compliance: The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

F) Employment Goals - "Construction" Projects: It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

G) Subcontractors: The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of $2,500 require that: (1) the subcontractor shall execute an “EEO Statement and Certification" similar in nature to this "Statement and Certification", (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this ______ day of __________________, 20__ by:

__________________________________________________________________________
Printed name and title

__________________________________________________________________________
Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.
AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit 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 or materials, supplied, 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; and

4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:__________________________________________

Firm Name:________________________________________

Subscribed and sworn to me before this____ day of ________________, __________

NOTARY PUBLIC_____________________________________

My commission expires:________________________________

Bidder’s E.I. Number________________________________ (Number used on employer’s quarterly Federal Tax return)
IMPORTANT— NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:
1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

BID NO.

DATE OF OPENING

TIME OF OPENING

A.M. P.M.

DESCRIPTION
City of Duluth Purchasing Division

General Specifications

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue its own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:
1. Duluth Airport Authority
2. Spirit Mountain Recreational Area Authority
3. Duluth Entertainment and Convention Center
4. Duluth Transit Authority
5. Duluth Economic Development Authority
6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis County allowing the county to purchase from this bid when requested. St. Louis County will issue and be responsible for its own purchase orders.

Qualifications of Bidder
The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditonal bids will not be accepted.

Adenda and Interpretations
Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

Award of Contract - Rejection of Bids
In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):
A. The ability, capacity and skill of the bidder to perform the contract.
B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
C. The quality of performance of previous contract.
D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

Quantities:
The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

Wages and Salaries:
A. The city is particularly aware of wages and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed $2,000.

Instruction to Bidders:
A. All bids must be completed in a non-erasable format on the form provided by the city of Duluth, errors are to be cross ed out and initialed.
B. All bids must be enclosed in a sealed envelope.
C. The sealed bid must be submitted by the outside of envelope.
D. The bid envelope shall be addressed to the city of Duluth, Purchasing Divisions, Room 100 City Hall, Duluth, Minnesota 55802.

Non-Collusion Clause:
Vendor, their agent/employer hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced bid. Vendor fully acknowledges that such an action of non-compete may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

Award Contract - Rejection of Bids:
The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and waive any innumerable bids received whenever such rejection or waiver is in its interest.

Obligation of Bidder:
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 any bidder from any obligation in respect to the bid.

Liquidated Damages for Failure to Enter into Contract:
The successful bidder, upon failure or refusal to accept a purchase order or execute and deliver the contract and bonds required within 10 days after receipt of 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).

Completion of Bid Request:
The city may consider as irregular any bid on which there is an alteration or of departure from the Bid Form hereto attached and at its option may reject the same.

E.E.O. Regulations:
Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) laws and regulations. Affirmative action must be taken to ensure 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.

1. Instruction to Bidders:
2. Non-Collusion Clause:
3. Award of Contract - Rejection of Bids:
4. Obligation of Bidder:
5. Liquidated Damages for Failure to Enter into Contract:
6. Completion of Bid Request:
7. E.E.O. Regulations:
8. Participation:
9. Validity of Bids:
10. Facsimile Bids:
11. Insurance:
12. Website:

B. The rates of up set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

Validity of Bids:
All bids shall be valid for 60 days from the date of bid opening, unless an extension is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period.

Facsimile Bids:
Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

Insurance:
All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

Website:
duluth.min.us/city/service/purchasing/index.htm