



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

INVITATION TO BID

2018 GRASS CUTTING – VARIOUS LOCATIONS CITY-WIDE

BID NUMBER: 18-01AA

BID OPENING: TUESDAY, JANUARY 23, 2018 AT 2:00 PM

PROJECT DESCRIPTION: Grass cutting (including push/ride mowing, edging and trimming) at various locations city-wide for the 2018 season (May through September). Two one-year renewal options. Locations are broken out by region; interested bidders can bid on one region or multiple regions. Bidders may be awarded more than one region. Please see the attached specifications and location listing for more information.

QUESTIONS: Please submit any questions regarding this bid 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.

Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. **DO NOT SUBMIT BIDS VIA E-MAIL; BIDS MUST BE IN A SEALED ENVELOPE.** The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

No alternatives to the specification will be considered unless specifically requested.

The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids.

The following documents must be submitted with your bid:

1. **Acknowledgment of Addendum** – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

In addition, the awarded bidder must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured.

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent



GENERAL BID SPECIFICATIONS

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

1. General. This document covers 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 on 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.

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. The City has a sales tax exemption certificate, which will be provided upon request.

7. Bid Submission. All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received by Purchasing before 2:00 PM local time on the date specified. Bids will not be accepted via e-mail unless specifically stated in the Invitation for Bids.

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. A bid summary will be posted on the City website immediately following the bid opening. Awards for construction services and parts /supplies over \$100,000 must be approved by City Council.

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 reputation and experience 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. Bid Opening. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.

12. 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.

13. 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).

14. 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.

15. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.

16. 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 "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.

17. 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.

18. 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.

19. 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
BID FORM
BID # 18-01AA
2018 GRASS CUTTING – VARIOUS LOCATIONS CITY-WIDE

ITEM	PRICE
REGION 1 TOTAL	\$
REGION 2 TOTAL	\$
REGION 3 TOTAL	\$
REGION 4 TOTAL	\$
REGION 5 TOTAL	\$
HOURLY RATE FOR RAKING & GARBAGE PICK UP	\$ /HR

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

Signature _____ Date _____

Name/Title _____

Company Name _____

Address _____

City, State, Zip _____

Tel. _____ E-Mail _____

If your organization is certified as a Disadvantaged Business Enterprise, please check here: ☐

18-01AA BID FORM - REGION 1

SITE #	EST FREQ	DEPT	SITE NAME	LOCATION	PRICE PER CUT	TOTAL PER SEASON
1-1	8	Parks	BRIGHTON BEACH	Between Hwy 61 and Brighton Beach Rd. (upper portion only)		
1-2	8	Parks	PORTMAN COMM CTR	4601 McCulloch St, including ballfield		
1-3	6	Parks	SCENIC OUTLOOK #1	Congdon Blvd east along the shore from 69th Ave E		
1-4	6	Parks	SCENIC OUTLOOK #2	Congdon Blvd east along the shore from 69th Ave E		
1-5	6	Parks	SCENIC OUTLOOK #3	Congdon Blvd east along the shore from 69th Ave E		
1-6	6	Parks	SCENIC OUTLOOK #4	Congdon Blvd east along the shore from 69th Ave E		
1-7	6	Parks	SCENIC OUTLOOK #5	Congdon Blvd east along the shore from 69th Ave E		
1-8	6	Parks	SCENIC OUTLOOK #6	Congdon Blvd east along the shore from 69th Ave E		
1-9	6	Parks	SCENIC OUTLOOK #7	Congdon Blvd east along the shore from 69th Ave E		
1-10	6	Parks	SCENIC OUTLOOK #8	Congdon Blvd east along the shore from 69th Ave E		
1-11	6	Parks	SCENIC OUTLOOK #9	Congdon Blvd east along the shore from 69th Ave E		
1-12	6	Parks	RUSSELL SQUARE BLOCK	42nd Ave E & Pitt St		
1-13	8	Parks	BRIGHTON BEACH	Between Lake and Road (lower portion only)		
1-14	6	Parks	TOURIST INFO CTR	Hwy 61 and Lester River Rd.		
1-16	8	PW & U	SEWER STORAGE TANK	52nd Ave E & Dodge St		
1-17	8	PW & U	SEWER LIFT STATION #1	215 S. 60th Ave E.		
1-18	8	PW & U	SEWER LIFT STATION #3	South end of 45th Ave E. at the Lakeshore		
1-19	16	PW & U	LAKESIDE PUMP STATION	NW Corner 51st Ave E. & Juniata St.		
1-20	4	PW & U	LAKEWOOD SETTLING BASIN	8130 Congdon Blvd		
1-21	8	PW & U	LAKEWOOD PLANT & LAKEWOOD PUMP STATION	8130 Congdon Blvd		
1-22	2	PW & U	UPPER LAKESIDE WATER TANK	E. Skyline Pkwy		
1-23	8	Parks	WASHINGTON SQUARE	4125 E Superior St		
1-24	8	Parks	KELSO PARK	45th Ave E & Cambridge St		
1-25	8	Parks	47th & LONDON RD TRIANGLE	Between 47th Ave E & London Rd		
1-26	8	Parks	GROVESNOR SQUARE	Pitt St & 49th Ave E		
1-27	8	Parks	57TH & TIOGA TRIANGLE	Between North 57th Ave East & Tioga St & Otsego St		
1-28	8	Parks	UNIVERSITY PARK	60th Ave E & London Rd		

TOTAL

18-01AA BID FORM - REGION 2

SITE #	EST FREQ	DEPT	SITE NAME	LOCATION	PRICE PER CUT	PRICE PER SEASON
2-1	8	Parks	LAKEVIEW DRIVE MEDIAN	From Arrowhead Rd to Snively Rd		
2-2	6	Parks	ARROWHEAD ROAD ISLAND	On Arrowhead Rd between Kenwood Ave & Meyers Ave		
2-3	6	Parks	PENNEL PARK	Central Entrance & Arlington Ave		
2-4	16	PW & U	HIGHLAND PUMP STATION	East of the end of N. Basswood Ave: North of Olive St.		
2-5	2	PW & U	RESERVOIRS	East of the end of N. Basswood Ave: North of Olive St.		
2-6	2	PW & U	GAS REGULATOR STATION #82	Blackman Ave & Central Entrance		
2-7	8	PW & U	SEWER LIFT STATION #22	629 Walnut St.		
2-8	8	PW & U	REGULATOR STATION	Wallace Ave & Arrowhead Rd - NE Corner		
2-9	8	PW & U	SEWER LIFT STATION #41	1037 Joshua Ave		
2-10	6	Parks	COBB SCHOOL PARK AREA	Woodland Ave & Redwing St.		
2-11	8	Parks	MORLEY HEIGHTS PARK	Parkway median and boulevard from Snively Rd to Leicester Ave. Park is between Leicester and Spear Avenues		
2-12	8	Parks	MORNINGSIDE PARK (ROSE PARK)	2816 Livingston Ave		
2-13	6	Parks	WOODLAND CUL-DE-SAC	Between Woodland Ave, Arrowhead Rd and Wallace Ave		
2-14	8	PW & U	SEWER LIFT STATION #25	4634 Woodland Ave E.		
2-15	8	PW & U	SEWER LIFT STATION #26	1015 Jean Duluth Rd.		
2-16	8	PW & U	SEWER LIFT STATION #36	412 Hastings Dr.		
2-17	16	PW & U	WOODLAND PUMP STATION	3401 E. 4th St.		
2-18	8	PW & U	RESERVOIR "A"	34th Ave E. & E. 4th St.		
2-19	16	PW & U	PUMP STATION/ORPHANAGE TANK	815 Minneapolis Ave.		
2-20	5	PW & U	WOODLAND RESERVOIR AREA	E Reservoir Area/E Mankato & Minneapolis St.		
2-21	8	Parks	CONGDON GARDEN	E Superior St & Congdon Park Drive		
2-22	8	Parks	GLADSTONE CUL DE SAC	End of Gladstone St, approx the 3800 Block		
					TOTAL	

18-01AA BID FORM - REGION 3

SITE #	EST FREQ	DEPT	SITE NAME	LOCATION	PRICE PER CUT	PRICE PER SEASON
3-1	6	Parks	TRAFFIC ISLAND	6th Ave E & 2nd St.		
3-2	8	PW & U	LIFT STATION #50	1802 Water St. & Lakewalk & 18th Ave E.		
3-3	8	Parks	LOWER CHESTER BOWL REC AREA	1417 East 5th St		
3-4	8	Parks	ENDION PLAYGROUND	1616 East 2nd Street		
3-5	8	Parks	CASCADE PARK	West 6th St & 1st Ave West		
3-6	8	Parks	HILLSIDE COMMUNITY CENTER	Lake Ave & 4th St (Block 113)		
3-7	8	Parks	LILLIPUT PARK	315 East 5th St		
3-8	4	Parks	HILLSIDE SPORT COURT/SLOPE	408 East 8th St		
3-9	8	PW & U	SEWER LIFT STATION #STR-1	Minnesota Ave & 18th St.		
3-10	8	PW & U	SEWER LIFT STATION #STR-2	St. Louis Ave & 13th St.		
3-11	8	PW & U	SEWER LIFT STATION #4	720 S 23rd Ave E.		
3-12	8	PW & U	SEWER LIFT STATION #5	715 S 22nd Ave E.		
3-13	8	PW & U	SEWER LIFT STATION #8	729 Lake Ave S.		
3-14	8	PW & U	SEWER LIFT STATION #10	1939 Minnesota Ave.		
3-15	8	PW & U	SEWER LIFT STATION #11	2845 Minnesota Ave.		
3-16	8	PW & U	SEWER LIFT STATION #13	432 Railroad St.		
3-17	8	PW & U	MIDDLE PUMP STATION	1519 E 6th St.		
3-18	4	PW & U	ENDION RESERVOIR	NE End of 15th Ave E & E 6th St.		
3-19	16	PW & U	ARLINGTON PUMP STATION	13th St & Central Entrance		
3-20	2	PW & U	MIDDLE SYSTEM RESERVOIR	NW Corner Central Entrance/E 13th St.		
3-21	8	Parks	OBSERVATION PARK	914 West 3rd St		
3-22	8	Parks	OLD MAIN PARK	2305 E 5th St		
3-23	8	Parks	HERITAGE PARK TRIANGLE	E 4th St & Woodland		
3-24	8	Parks	PORTLAND SQUARE PARK	1016 East 5th St		
3-25	8	Parks	GRANT PARK (CENTRAL FIELD)	901 E 11th St		
3-26	8	Parks	SAILBOAT PARK	Adjacent to 600 W Superior St & Michigan St.		
3-27	8	Parks	FRANKLIN TOT LOT/S-CURVE/SEWER LIFT STATION #9	S. 12th St & Minnesota Ave		
3-28	8	Parks	LAFAYETTE SQUARE	3026 Minnesota Ave		
3-29	8	Parks	WASHINGTON CENTER	310 North 1st Ave West		
					TOTAL	

18-01AA BID FORM - REGION 4

SITE #	EST FREQ	DEPT	SITE NAME	LOCATION	PRICE PER CUT	PRICE PER SEASON
4-1	16	PW & U	PW & U GARFIELD FACILITY	520 Garfield Ave		
4-2	10	M	DULUTH ANIMAL SHELTER	27th Ave W & Courtland St, area between parking lots only (trim around Bldg included)		
4-3	6	Parks	59TH AVE MEDIAN	Center median 59th Ave West from Main to 8th St		
4-4	8	Parks	HARRISON COMM CTR	3002 W 3rd St		
4-5	8	Parks	PIEDMONT COMMUNITY CENTER	2302 W 23rd St including ballfield & soccer field		
4-6	2	Parks	MIDTOWN PARK	20th Ave W & 1st St (freeway area)		
4-7	6	Parks	RICE'S POINT LANDING	Garfield Ave under Blatnik Bridge		
4-8	8	Parks	LINCOLN PARK, UPPER & LOWER	5th St & 25th Ave West		
4-9	8	PW & U	SEWER LIFT STATION #14	735 Garfield Ave		
4-10	8	PW & U	SEWER LIFT STATION #15	2132 Michigan St.		
4-11	8	PW & U	SEWER LIFT STATION #16	210 S. 37th Ave W.		
4-12	8	PW & U	SEWER LIFT STATION #17	4100 Oneota St.		
4-13	8	PW & U	SEWER LIFT STATION #30	2939 Morris Thomas Rd.		
4-14	8	PW & U	SEWER LIFT STATION #31	3822 Haines Rd.		
4-15	8	PW & U	SEWER LIFT STATION #32	3862 Haines Rd.		
4-16	16	PW & U	WEST DULUTH PUMP STATION	4424 Grand Ave (booster station)		
4-17	3	PW & U	WEST DULUTH RESERVOIR & BAYVIEW PUMP STATION	End of North 64th Ave W between Olney St & Highland St.		
4-18	2	PW & U	BAYVIEW RESERVOIR, PROCTOR PUMP STATION	Skyline Pkwy and Vinland St.		
4-19	4	PW & U	TOWN BORDER STATION & PEAK SHAVING PLANT	North side of Morris Thomas Rd, 1/4 mile West of Lavaque Rd.		
4-20	2	PW & U	GAS REGULATOR STATION #58	Riveness Rd & Morris Thomas Rd.		
4-21	8	M	CITY CENTER WEST	5830 Grand Ave		
4-22	3	PW & U	WEST END RESERVOIRS	N 28th Ave W and W 10th St.		
4-23	2	Parks	IRVING PARK	20 South 57th Ave West		
4-24	8	PW & U	REGULATOR STATION	63rd Ave W & Redruth - NW Corner		
4-25	8	PW & U	REGULATOR STATION	39th Ave W & 2nd St - SW Corner		
4-26	8	PW & U	SEWER LIFT STATION #34	2706 Parkwood Lane		
4-27	8	PW & U	REGULATOR STATION	Mike Colalillo Dr & Recycle Way SE Corner		
4-28	8	PW&U	SEWER LIFT STATION #35	405 Coffee Creek Boulevard		
4-29	8	Parks	COLALILLO MONUMENT	Wadena St, N 50th Ave W & Mike Colalillo Triangle		
					TOTAL	

18-01AA BID FORM - REGION 5

SITE #	EST FREQ	DEPT	SITE NAME	LOCATION	PRICE PER CUT	EST TOTAL FOR SEASON
5-1	2	Parks	WEST SKYLINE PKWY GUARDRAILS	Frontage Rd to end of pavement near Spirit Mountain		
5-2	8	PW & U	PROCTOR TANK	NW corner of Vinland St & Portal Ave		
5-3	8	PW & U	REGULATOR STATION	80th Ave W. & Grand Ave - South Side		
5-4	8	PW & U	SEWER LIFT STATION #18	700 S. 63rd Ave W.		
5-5	8	PW & U	SEWER LIFT STATION #19	107 Spring St.		
5-6	8	PW & U	SEWER LIFT STATION #20	1325 Hilton St.		
5-7	2	Parks	OVERLOOK HWY	Gary New Duluth - Hwy 23 overlook in line with 102nd Ave W		
5-8	8	PW & U	SEWER LIFT STATION #21	11 Commonwealth Ave.		
5-9	8	PW & U	SEWER LIFT STATION #33	11503 Hwy 23 Aircraft Fire School		
5-10	8	PW & U	SEWER LIFT STATION #43	11600 Perch Lake Dr.		
5-11	8	PW & U	SEWER LIFT STATION #44	12800 W. 5th St.		
5-12	5	M	POLICE FIRE RANGE	11501 Hwy 23; (Emergency Rescue Ctr of Lake Superior College; areas to be mowed are the fenced-in firing range excluding the tall shooting mounds and the entrance to the firing range by the front gate)		
5-13	8	PW & U	SEWER GRINDER PUMP #3	2501 Commonwealth Ave.		
5-14	8	PW & U	SEWER GRINDER PUMP #2	9239 Idaho St.		
5-15	4	PW & U	GREAT LAKES TOWN BORDER STATION	502 E McCuen St.		
5-16	2	PW & U	OLIVER, WI NGL LAUNCH SITE	4525 Irondale Rd.		
5-17	3	PW & U	GARY WEST DULUTH STORAGE BASIN	North of E. Peary St on 95th Ave. W.		
5-18	8	Parks	BOY SCOUT LANDING	Hudson Blvd & Commonwealth Ave.		
5-19	8	Parks	BIRCHWOOD PARK	W Heard St & 103rd Ave W		
5-20	8	Parks	STOWE RECREATION CENTER	801 101st Ave West		
5-21	8	Parks	MUNGER LANDING	East end of Clyde Ave at the St Louis River		
5-22	8	Parks	SMITHVILLE TRIANGLE	Clyde Ave & Grand Ave		
5-23	8	Parks	RIVERSIDE PARK	55 Cato St		
5-24	8	Parks	NORTON PARK	81st Ave W & Coleman St		
					TOTAL	

City of Duluth

Grass Cutting Specification (rev. 12/15/17)

It is the responsibility of each bidder to review the listed locations and familiarize themselves with the work necessary BEFORE submitting a bid. Failure to do so will not change the bid and the bids will remain firm.

Lots to be mowed are divided up into the following regions by location:

Region "1": East of 40th Ave E.

Region "2": Maple Grove Rd to Morgan Park Dr.

Region "3": 13th Ave W. to Hawthorne Rd (Including Park Point)

Region "4": 63rd Ave. W to 13th Ave W.

Region "5": West of 63rd Ave W

Each individual lot within a region is identified by a lot number and department for accounting purposes.

Parks (Park Maintenance)

PW & U (Public Works & Utilities)

M (Miscellaneous - Police, Library)

The reserves the right to add or remove lots within a region.

Mowing Frequency

The lot list indicates the estimated number of cuts required for each lot per mowing season. This is an estimate only, weather conditions may result in a lot requiring more or less cuts to maintain a neat and orderly appearance.

Bid & Award

Bids must include all costs to perform the services described, including all labor (walk and/or ride mowing, trimming and edging), materials, insurance, etc. Bids should be on a per location, per cut basis.

Some lots may require raking. Hourly rates will apply to raking and garbage pick-up when requested by the city.

The winning bid for each region will be calculated by multiplying the per cut cost for each location times the estimated frequency, and then adding all the lots in the region to get to a total estimated per region cost. More than one region may be awarded to the same bidder.

Award to be valid for 2018 mowing season (May-Sept), with two one-year renewal options.

Communication

The contractor MUST notify the appropriate location contact by phone or e-mail each day work is performed. City staff will verify and approve completed work. Failure to notify the location contact may result in delay or denial of payment.

Invoices

Invoices must be submitted at least monthly, and must be broken out by department with each location identified by lot number/description.

Insurance

The awarded contractor will be required to provide proof of insurance that meets the requirements shown below PRIOR to performing any work under this agreement.

- (1) Workers compensation insurance in accordance with applicable law.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
 - (4) The use of an Accord form as a certificate of insurance shall be accompanied by two forms:
 - (i) ISO Additional Insured Endorsement (CG-2010 pre-2004) and
 - (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.
- B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

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 of materials, supplies, 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;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) 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 Federal Identification Number _____

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(Vendor'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 41CFR60.
- 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.