



**Purchasing Division**  
*Finance Department*

Room 120  
411 West First Street  
Duluth, Minnesota 55802



218-730-5340



[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

**\*\*\*\*\*ADVERTISEMENT FOR BIDS\*\*\*\*\***

**BIDS DUE TUESDAY, NOVEMBER 26, 2019, AT 2:00 PM**

**BID NO. 20-01AA 2020 WATER TREATMENT CHEMICALS**

The City of Duluth, Minnesota, requests sealed bids for **water treatment chemicals for the Lakewood Water Treatment Plant for 2020**. Please see the specifications for more information.

Quantities listed are estimates. All chemicals must meet the attached specifications.

Delivery charges must be included in the price.

Price must be held firm January 1, 2020 through December 31, 2020.

Awarded bidder(s) will be required to provide current safety data sheets.

All 2020 chemical purchases will be held pending City Council approval of the annual budget and a 30-day waiting period as required by ordinance. Purchase orders may not be issued until January 2, 2020.

Deliver to: Lakewood Water Treatment Plant, 8130 Congdon Blvd., Duluth, MN 55804. Contact at the Plant is Mark Proulx, Utility Operations Supervisor (952) 240-2023.

Freight terms: FOB destination, freight prepaid.

Do not include sales tax in the unit price. A Minnesota Revenue Certificate of Exemption will be provided upon request.

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.

Submit sealed bids to the City of Duluth - Purchasing Division, 411 West First Street, Room 120, Duluth, MN 55802. **E-MAIL BIDS WILL NOT BE ACCEPTED.** The City Purchasing Agent will conduct a public bid opening in City Hall, Room 120, immediately after the deadline for receiving bids.

Questions pertaining to this project should be emailed to [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov).

Note: Bid rigging is a serious crime. If you have any information concerning collusive bidding, even a request to submit a complementary bid, please call the Minnesota Attorney General's Office at (651) 296-1796.

The City of Duluth reserves the right to split the award where there are substantial cost savings to the City, waive informalities, and to reject any or all bids. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 90 days.

Amanda Ashbach  
City Purchasing Agent

[www.duluthmn.gov](http://www.duluthmn.gov)

The City of Duluth is an Equal Opportunity Employer.



## 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 "Public Works" 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.

**BID FORM**  
**BID # 20-01AA**  
**WATER TREATMENT CHEMICALS FOR 2020**

ITEM NO.	ITEM	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Liquid Aluminum Sulfate	125,400	GAL		
2	Liquid Caustic Soda	80,500	GAL		
3	Wet Hydrofluorosilicic Acid	100	TON		
4	Liquid Anhydrous Ammonia	32,000	LBS		
5	Liquid Chlorine	50	TON		
6	Nonionic Polymer (Clarifloc N-3300P or equivalent)	3,000	LBS		

**IF YOU DO NOT WISH TO SUBMIT A BID FOR AN ITEM – PLEASE WRITE “NO BID” ON THAT LINE**

**ACKNOWLEDGMENT OF ADDENDA**

<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>
<u>ADDENDUM #</u>	<u>INITIAL/DATE</u>

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Tel. \_\_\_\_\_ E-Mail \_\_\_\_\_

**Please provide additional information as requested:**

**1) Liquid Aluminum Sulfate**

Price per US gallon \$ \_\_\_\_\_

Weight/Gallon: \_\_\_\_\_/lb

Price per ton \$ \_\_\_\_\_

Dry Weight/Gallon: \_\_\_\_\_/lb

Manufacturer: \_\_\_\_\_

Typical shipment weight: \_\_\_\_\_

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

**2) Liquid Caustic Soda**

Weight/Gallon: \_\_\_\_\_/lb

Dry Weight/Gallon: \_\_\_\_\_/lb

Manufacturer: \_\_\_\_\_

Normal Truckload Quantity: \_\_\_\_\_

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

**3) Wet Hydrofluorosilicic Acid**

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

**4) Liquid Anhydrous Ammonia**

Please list any fuel surcharges applicable per load \$ \_\_\_\_\_ or \_\_\_\_\_ %

Please list any Hazmat fee applicable per load \$ \_\_\_\_\_

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

**5) Liquid Chlorine**

Please list any fuel surcharges applicable per load \$ \_\_\_\_\_ or \_\_\_\_\_ %

Please list any Hazmat fee applicable per load \$ \_\_\_\_\_

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

**6) Nonionic Polymer (Clarifloc N-3300P or equivalent)**

Provide a primary point of contact for product, delivery, or other questions:

NAME PHONE EMAIL ADDRESS

## **DECLARATION 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 declaration.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Bidder's Federal Identification Number \_\_\_\_\_



**Liquid Chlorine**

- Chlorine: Min 99.7% by volume
- Moisture: Max 0.0100% by weight
- Nonvolatile Matter (@45 deg C) Max 0.0030% by weight
- Must comply with the latest B301 AWWA standard
- To be delivered as-needed in 1-ton containers

**Nonionic Polymer (Clarifloc N-3300P or Equivalent)**

- Product to be supplied in 55-pound, moisture-proof bags.
- Delivery and pallet charges must be included in the bid price.

**Wet Hydrofluorosilicic Acid 25%**

- Delivered in 19-ton loads; pumped into a 6,000-gallon storage tank.
- Fluoride must comply with the latest B703 AWWA standard.
- Legal weight ticket must accompany each load to show net weight of product.