



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 Economic Development Authority
- d. Duluth Entertainment and Convention Center
- e. Duluth Transit 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 the Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At bid opening, 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 submitted through Bid Express or 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 Addendum and posted on Bid Express.

4. Bid Submission. All bids must be complete and submitted via Bid Express prior to the deadline indicated in the solicitation. Bids will not be accepted via e-mail. No special conditions shall be made or included by the bidder.

5. 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

6. 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 over \$150,000 must be approved by City Council.

7. Bidder Qualifications. Per Sec. 41.23(e) of Duluth City Code, contracts shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, 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; the previous and existing compliance by bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the

use of the subject of the contract; and the number and scope of conditions attached to the bid. 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.

8. Bid Opening. The City Purchasing Agent or their designee will conduct a public bid opening in the location and at the time specified in the bid announcement. Results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.

9. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids or portions thereof 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.

10. 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.

11. 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.

12. 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. Contractor will be required to submit certified payrolls with all requests for payment. This does not apply to off-site production and manufacturing of parts and supplies.

13. 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 otherwise agreed to in writing.

14. 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.

15. 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.