

CALL FOR BIDS
CITY OF MINNEAPOLIS
MINNESOTA

Official Publication No. 8108

March 30th, 2015 po

PURCHASING DEPARTMENT
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

Public Works

AN AFFIRMATIVE ACTION EMPLOYER

For information call
(612) 673-2176 Tiffany Audette
Tiffany.Audette@minneapolismn.gov

"BIDS FOR DUCTILE IRON PIPE"

To furnish and deliver Ductile Iron Pipe, to the City of Minneapolis - Public Works; all in accordance with the bid specifications and bid form.

Complete project documents are available from electronic download at <http://www.questcdn.com> entering ebid doc # **3816233** on the "Search Projects" page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance.

All plan holders who order electronic proposals through QuestCDN will receive addenda as they are released; however, it is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.

No pre-bid meeting will be held.

Successful bidders with cumulative contracts exceeding \$50,000 will be required to submit a written affirmative action plan (AAP) to the Minneapolis Department of Civil Rights (MDCR) in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

The successful bidder shall be subject to a pre-award compliance review by the MDCR in accordance with Chapters 139.50 and 423. In addition to the pre-award review, MDCR will also monitor SUBP participation, minority and female employment participation and prevailing wage throughout all construction projects. As of May 1, 2014 the employment goals for onsite labor on all city construction contracts are 6% female and 32% minority. Employee hours and wages are required to be filed electronically with a free online account at LCPtracker.net. Information regarding Frequently Asked Questions (FAQs) may be found on the web at www.ci.minneapolis.us.gov/civilrights/compliance. Questions may be directed to the Department of Civil Rights at contractcompliance@minneapolismn.gov.

The City of Minneapolis hereby notifies all bidders that in regard to any invitations to bid, advertisements, solicitations, or contracts to be entered into pursuant to this Plan, businesses owned and controlled by minorities or women will be afforded maximum feasible opportunity to submit bids and/or proposals in response and will not be subjected to discrimination on the basis of race, color, creed, religion, ancestry, national origin, sex, including sexual harassment, sexual orientation, gender identity, disability, age, marital status, or status with regard to public assistance or familial status.

Prospective bidders' attention is called to Minnesota Statutes 13.591 Business Data. This section states in part:

Data submitted by a business to a government entity in response to a request for bids as defined in Section 16C.02, Subdivision 11, are private or non-public until the bids are opened. Once the bids are opened, the name of the bidder and the dollar amount specified in the response are read and become public. All other data in a bidder's response to a bid are private or non-public data until completion of the selection process. For the purposes of this section, "completion of the selection process" means that the government entity has completed its evaluation and has ranked the responses. After a government entity has completed the selection process, all remaining data submitted by all bidders are public with the exception of trade secret data as defined and classified in Section 13.37. A statement by a bidder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the bid.

Bidders are hereby advised that their bid document may become available to the public once a successful bidder has been chosen.

The City of Minneapolis has adopted an Environmental Purchasing Policy (EPP) that is incorporated into all bids. A copy of the policy can be found at this link:

<http://www.ci.minneapolis.mn.us/council/archives/proceedings/2008/20081010-proceedings.pdf>

Prompt Payment: Per Minnesota Statutes 471.425 contractors shall pay all certified small subcontractors for undisputed work completed, within ten (10) days after the City of Minneapolis has paid the contractor for the completed work.

Chapter 471.895 of the Minnesota Statutes prohibits gifts from interested persons to local officials. Local Officials includes any individuals who purchase or advise or recommend on the purchase of goods and/or services.

Conflict of Interest/Code of Ethics: Contractor agrees to be bound by the City's Code of Ethics, Minneapolis Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge, all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

All successful bidder(s) will be required to comply fully with the Americans with Disabilities Act of 1990 (ADA).

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and sub-contractor with 21 or more employees that enter into a "contract" as defined by the Ordinance, that exceeds \$100,000.00. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are services; the sale of purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

The contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000.00, but is later modified so that the contract does exceed \$100,000.00, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the internet at: <http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>. Copies are also available in the office of City Purchasing. It is the contractor's and sub-contractors responsibility to review and understand the requirements and applicability of this ordinance.

Official Publication No. 8108

Published in Finance and Commerce – April 1st and April 8th, 2015

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, April 23rd, 2015** at which time they will be publicly opened and read aloud. **Do not fax** sealed bids to Purchasing.

Envelopes must bear the name of the firm submitting the bid and be addressed as follows:

**City of Minneapolis Purchasing Department
Offl. Publ. #8108 - BIDS FOR DUCTILE IRON PIPE
Bids opened 10 AM, Local Time, April 23rd, 2015
330 Second Avenue South - Suite 552
Minneapolis, MN 55401**

The City of Minneapolis reserves the right to waive informalities in bids, to accept or reject any or all bids or any part of any bid. Bids must be typewritten, or printed in ink, and signed in ink in handwriting.

TWO complete bid form responses, including attachments, are to be returned, one of which **must** be an original.

BIDS CONTAINING ANY ALTERATION OR ERASURE WILL BE REJECTED UNLESS ALTERATION OR ERASURE IS CROSSED OUT AND CORRECTION PRINTED IN INK OR TYPEWRITTEN AND INITIALED IN INK BESIDE CORRECTION BY THE PERSON SIGNING THE BID.

Automatic Bid/RFP Notification:

Visit the Purchasing website at - http://www.minneapolismn.gov/business/business_doing_business_with_city to sign up for e-mail updates and to view Formal Bids, Informal Bids and RFPs

Taxes:

Effective January 1, 2014, State of Minnesota requires vendors to obtain an ST-3 exemption certificate to substantiate a full (State & Local) sales tax exemption on sales to Minnesota cities, counties, and townships. This form can be found on the City of Minneapolis website at <http://www.ci.minneapolis.mn.us/finance/procurement>.

Instructions to Bidders

IF the Call for Bids, indicates a bid deposit is required, the bid deposit should be in the form of a certified check, cashiers check or bidder's corporate surety bond. If certified check or cashier check is used, it shall be made payable to the Party named in the Call for Bids. Said bid deposit shall be retained by the City of Minneapolis or Board as liquidated damages and not a penalty, in the event the bid is selected by the City of Minneapolis or Board and the bidder fails to execute a contract, therefore, and upon request of the City of Minneapolis or Board, a performance bond and payment bond, as may be required by the City of Minneapolis subsequent to award of contract.

By submitting a bid, bidder agrees that said liquidated damages shall cover only the damages sustained by the City of Minneapolis or Board, from additional administrative costs, expenses or re-advertising and re-bidding and other damages sustained by the City of Minneapolis or Board as a result of failure of successful bidder to execute a written contract, and a performance bond and payment bond when so required, but shall not cover nor preclude the City of Minneapolis or Board from claiming damages on account of delay, price change, loss of other contracts, loss of income, inability of City of Minneapolis or Board to fulfill other contracts, loss of other benefits of this contract, or damages, direct or consequential arising out of breach of contract by the successful bidder.

Whenever separately numbered categories as to materials, equipment or services are set forth in the specifications and in the bid form, unless specifications or bid form is qualified by the statement "ALL OR NONE", bidder may submit a bid upon each, or all, or any selected number of categories, and in such case separate category shall be considered as a separate bid letting procedure, and the City of Minneapolis shall have the right to make separate awards to the lowest and best bidder in any particular category, or to the overall lowest and best bidder where it is found to be in the best interest of the City.

Bidder is responsible to ensure they are in receipt of all addenda. Contact the buyer if questions.

The City of Minneapolis is subject to Minnesota Sales and Use Tax for taxable items in accordance with the Minnesota Department of Revenue.

If a lump sum bid for materials and/or equipment includes labor and all incidentals, the bidder is responsible for all applicable sales tax on taxable items required in the performance of the bid and should be included in the total amount bid.

Specification Information

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer brand and/or catalog description in specifying any item does not restrict bidders to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

In submitting a bid on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity he proposes to furnish. Consideration will be given to bids submitted on commodities to the extent that such action is deemed to serve the best interest of the department or boards of the City of Minneapolis.

If a Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described.

Bids – City General Requirements

(Revised: Dec. 2013)

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By submitting a bid, the bidder agrees to be bound by these requirements.

1 City's Rights

The City reserves the right to reject any or all Bids or parts of Bids, to accept part or all of Bids on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Call for Bid, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The Contractor agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

6 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. The City of Minneapolis shall be named as an Additional Insured. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions. **Any Contractor that fails to provide proof of insurance coverage for the Contractor or that fails to provide either coverage for its subcontractors or insurance certificates from any of its subcontractors will be deemed to have submitted a non-responsive bid. The City's award of the Agreement will be contingent upon the City's receipt of the required proof of insurance coverage.**

The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. Amount of coverage may be increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident and the City shall be named an additional insured.

7 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

8 Subcontracting

The Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Agreement. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

9 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. **The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein.**

10 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations affecting the Contract or governing funds provided under the Contract.

11 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract.

If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substandard performance, after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

12 Prior Uncured Defaults

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

13 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

14 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

15 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

16 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Bids shall be treated as non-public information until the Bids are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

17 Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of State Auditor or their designees, upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Contractor will comply with all State and local audit requirements.

18 Living Wage Ordinance

The Contractor may be required to comply with the "Minneapolis Living Wage and Responsible Public Spending Ordinance" Chapter 38 of the City's Code of Ordinances (the "Ordinance") (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be

subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

19 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

20 Conflict and Priority

In the event that a conflict is found between provisions in this Contract and the Contractor's Bid, the provisions in the following rank order shall take precedence: 1) Contract including Bid specifications 2) Bid.

21 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's *Contractor Travel Reimbursement Conditions*, available from the City.

22 Billboard Advertising

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

23 Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City. As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

24 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice or such other reasonable time period to cure the default, has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

25 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City, at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

26 Intellectual Property

Unless the Contractor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Contractor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor may retain a copy of the Work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Contractor is the sole owner of any software, program or application where the Contractor is providing services from a proprietary system for which the Contractor has proprietary rights.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

27 Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf.

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

28 Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

29 Small & Underutilized Business Program (SUBP)

See attached current Small & Underutilized Business Program (SUBP) Requirements incorporated herein by reference.

City of Minneapolis Small & Underutilized Business Program (SUBP) Requirements

I. Overview

The City of Minneapolis' policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Chapter 423.40, applies to contracts in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

II. SUBP Goals

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

III. Certified MBEs/WBEs

The SUBP only recognizes MBEs/WBEs certified through the Minnesota Uniform Certification Program (MnUCP). To locate certified MBEs/WBEs, please visit the MnUCP online directory at: <http://mnu cp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

Official Publication No.8108
Bid Opening: Thursday, April 23rd, 2015 at 10:00 AM, local time
Buyer: Tiffany Audette, (612) 673-2176
Tiffany.Audette@Minneapolis.gov

Department: Public Works
William Dougherty
935 5th Ave SE
Minneapolis MN 55413

BIDS FOR DUCTILE IRON PIPE

SECTION I: General Conditions

1. PROPOSAL DATA

- a. The bidders shall furnish the following information in their proposal:
 - i. State the advance notice time necessary for delivery of the full amount of each item or for a full truckload lot.
 - ii. The name of the manufacturer of the materials proposed to be furnished.
 - iii. Drawings and descriptive literature showing the type, principle dimensions, weight, kind of material and finish for all items of equipment he proposes to furnish.

2. REJECTION OF PROPOSALS

- a. All bona fide bids will receive due consideration, but the Superintendent of Distribution at the City of Minneapolis Public Works – Water Treatment and Distribution Services reserves the right to reject part or all of any or all bids.

3. STANDARDS

- a. Any material specified by reference to the number, symbol, or title of a specific standard such as Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar Standard shall comply with the requirements in the latest revision thereof, except as limited to type, class or grade or modified in such reference.
- b. Reference in the Specifications to any article, device, product, material, fixture, form, or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Any article, device, product, material, fixture, form, or type of construction may be used which in the judgment of the Superintendent of Distribution at the City of Minneapolis Public Works – Water Treatment and Distribution Services is equal to that specified and approved in writing as such.

4. MATERIALS AND WORKMANSHIP

- a. All work shall be done in accordance with accepted standard practice for the class of work involved. All parts shall conform accurately to the required dimensions and shall be free from injurious defects. All machined parts shall be made to template or gauge.
- b. Such handwork shall be done in finishing all material as may be required to produce a neat, workmanlike well-fitting and smoothly operating piece of material.
- c. Unless otherwise specified, all materials and equipment incorporated in this contract shall be new.

5. DELIVERY

- a. All items shall be delivered in truckload lots to the storage yards designated or designated job site at the option of the City of Minneapolis Public Works – Water Treatment and Distribution Services or Surface Water and Sewer divisions.
 - i. East Side Storage Yard - 935 5th Ave. SE, Minneapolis (612) 673-5692
 - ii. Hiawatha Storage Yard – 1901 E. 26th St., Minneapolis (612) 673-5636
- b. All delivery arrangements shall be the responsibility of the successful bidder.
- c. Deliveries of the proposed material are to be made only on work days during the hours between 8:00 A.M. and 2:30 P.M. and on the date designated by the Water Treatment and Distribution Services or Surface Water and Sewer divisions. The vendor and/or truck driver shall notify the storage yard 24 hours prior to delivery.
- d. Delivery must be made within 4 to 6 weeks of receipt of Purchase Order.

6. INSPECTION, REJECTION, AND ACCEPTANCE OF MATERIAL

- a. On receipt of any material covered by these specifications, representatives of the City of Minneapolis Public Works – Water Treatment and Distribution Services or Surface Water and Sewer divisions will carefully inspect the material. All parts which are cracked, broken or otherwise defective on arrival will be rejected, and written notice of this action will be given the vendor as soon as possible. All materials thus rejected shall be removed and replaced by the vendor at his own expense. Material received with parts missing will not be rejected for that cause alone, but the vendor shall replace any missing items at his own expense. The formal acceptance of any item of material will not be made until all rejected or missing parts have been replaced.

7. PAYMENT

- a. One hundred percent (100%) of the total price will be paid by the City of Minneapolis upon receipt, inspection, and acceptance of all material specified herein. Completion of payment in no way releases the contractor from the provisions of Section II Sub-section H. Material Guarantee of these specifications.

8. MATERIAL GUARANTEE

- a. The contractor shall guarantee satisfactory operation and performance of the proposed material to be furnished.
- b. The guarantee will be for a period of one year after the material is placed in operation and shall be to the extent of replacing, repairing or correcting defects in any piece of material furnished under these specifications which are due to faulty design, workmanship or material.

9. BID AWARD

- a. Bid award will be based on the lowest overall qualified bid for the total range of Ductile Iron Pipe. The low bidder will be determined by the sum total of the quantity listed for each item on the bid sheet multiplied by the bid price for each item.

SECTION II: Technical Specifications

1. GENERAL SCOPE

- a. The following specifications are intended for ductile iron pipe as required by the City of Minneapolis Public Works – Water Treatment and Distribution Services and Surface Water and Sewer divisions. The bid for furnishing this material shall be made on a unit basis with delivery to a designated site as noted in Section II Sub-section E Delivery.

2. DUCTILE IRON PIPE

- a. Applicable Standards
 - i. AWWA C104 – Cement-Mortar Lining for Ductile Iron Pipe and Fittings
 - ii. AWWA C111 – Rubber Gasket Joints for Ductile Iron Pressure Fittings
 - iii. AWWA C150 – Thickness Design of Ductile Iron Pipe
 - iv. AWWA C151 – Ductile Iron Pipe, Centrifugally Cast
- b. The ductile iron pipe manufacturers shall be ISO 9000 certified with a minimum of 10 years manufacturing experience.
- c. The ductile iron pipe shall be furnished in nominal lengths of eighteen feet to twenty feet inclusive. The pipe shall have an exterior strap or cable for electrical conductivity. The pipe shall be American Fastite Joint or approved equal. The joints shall be in accordance with the latest revision of AWWA C111.
- d. The ductile iron pipe shall be cement lined in accordance with the latest revision of AWWA C104. The pipe interior shall have a cement mortar lining that is applied and cured in a manufacturing unit contiguous to the casting unit. The pipe exterior shall be coated with a 1-mil thick bituminous material applied to the outside of the pipe by means of an airless spray or other factory approved method. All linings and coatings in contact with potable water shall be in compliance with the latest revision of ANSI/NSF Standard 61.
- e. All ductile iron pipe shall be designed for the intended trench type, bury depth, and loading conditions by a licensed Professional Engineer. All pipes shall conform to AWWA C151, with a minimum Thickness Class 52 or a minimum Pressure Class of 350.

3. ITEM LIST

- a. Quantities of ductile iron pipe ordered during the contract period will vary. There is no guarantee of an actual purchase amount.
 - 1. 4 inch ductile iron pipe
 - 2. 6 inch ductile iron pipe
 - 7. 18 inch ductile iron pipe
 - 8. 24 inch ductile iron pipe

- | | | | |
|----|---------------------------|-----|---------------------------|
| 3. | 8 inch ductile iron pipe | 9. | 30 inch ductile iron pipe |
| 4. | 10 inch ductile iron pipe | 10. | 36 inch ductile iron pipe |
| 5. | 12 inch ductile iron pipe | 11. | 42 inch ductile iron pipe |
| 6. | 16 inch ductile iron pipe | | |

Official Publication No.8108

Bid Opening: Thursday, April 23rd, 2015 at 10:00 AM, local time

Buyer: Tiffany Audette, (612) 673-2176

Tiffany.Audette@Minneapolismn.gov

Department: Public Works
William Dougherty
935 5th Ave SE
Minneapolis MN 55413

BIDS FOR DUCTILE IRON PIPE

My/Our bid to furnish and deliver Ductile Iron Pipe, as needed and called for, to the City of Minneapolis – Public Works Department; all in accordance with the Bid Specifications and Bid Form.

Bid Schedule

Vendor Questions –

Date/Time: Tuesday, April 14th, 2015 before 12:00 PM, local time

Email: Tiffany.Audette@minneapolismn.gov

All clarifications and/or questions must be submitted in writing to the email address provided above.

Post Addendum – (If Needed)

Date/Time: Friday, April 17th, 2015 before 12:00 PM, local time

Website: QuestCDN.com Ebid doc #3816233 and
<http://www.minneapolismn.gov/finance/procurement/bidopenings/index.htm>

Bid Opening –

Date/Time: Thursday, April 23rd, 2015 at 10:00 AM, local time

Location: City of Minneapolis
Procurement Office
330 2nd Ave South - Room 552
Minneapolis, MN 55401

Price Agreement:

Duration: May, 2015 (start date) through April 30th, 2016

Extension: Options to extend through April 30th, 2017

Official Publication No. 8108

Company Name: _____

Bid Opening: Thursday, April 23rd, 2015 at 10:00 AM, local time Date: _____

Buyer: Tiffany Audette, (612) 673-2176

Tiffany.Audette@Minneapolismn.gov

Department: Public Works
William Dougherty
935 5th Ave SE
Minneapolis MN 55413

BIDS FOR DUCTILE IRON PIPE

Price Agreement:

Duration: May 2015 (start date) through April 30th, 2016

Extension: option to extend through April 30th, 2017

My/Our bid to furnish and deliver ductile iron pipe, as needed and called for, to the City of Minneapolis – Public Works Department; all in accordance with the Bid Specifications and Bid Form.

BID FORM

	Bid Quantity (in feet)	Description	Unit Price	Extended Price
1.	0	4" Ductile	\$	\$
2.	3000	6" Ductile	\$	\$
3.	0	8" Ductile	\$	\$
4.	200	10" Ductile	\$	\$
5.	1000	12" Ductile	\$	\$
6.	500	16" Ductile	\$	\$
7.	200	18" Ductile	\$	\$
8.	600	24" Ductile	\$	\$
11.	0	30" Ductile	\$	\$
12.	0	36" Ductile	\$	\$
13.	100	42" Ductile	\$	\$

Estimated Quantities:

All quantities are estimates and used for basis of award only.

Unit Price:

Price **must** include furnish and deliver ductile iron pipe; do **NOT** include sales tax (the City of Minneapolis is now tax exempt).

Basis of Award:

This bid will be awarded to the overall low (bid quantity x unit price), responsive bidder meeting specifications.

Delivery:

F.O.B. Destination; freight prepaid and allowed. Delivery must be made within 4 to 6 weeks of receipt of Purchase Order.

Extension:

Bidder offers to extend terms and conditions for an additional twelve months, April 30th, 2017, after the contract end date, April 30th, 2016; at the sole option of the City of Minneapolis.

Yes _____ No _____

Acknowledge Addenda No. _____

Bidder must supply Federal Tax ID No. or Social Security No. _____

If Social Security Number is provided, this individuals name must be included as Bidder.

Bidder affirms that this bid(s) has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other bidder of materials, supplies, equipment and/or services described in the Invitation to Bid, designed to limit independent bidding or competition.

TWO complete bid responses, including attachments are to be returned, **one of which MUST be an original**

BIDDER _____

CIRCLE ONE:

Corporation - Partnership - Individual

SIGNED

BY _____

(Signature)

(Name Printed)

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

BUSINESS PHONE(_____) _____ FAX NUMBER _____

E-MAIL ADDRESS _____

IF YOU ARE NOT OFFERING A BID

Please fill out company name, address, etc. above and indicate below or on back side of this form, your reason(s) for not offering a bid and return this page to City Purchasing, 330 Second Avenue South- Suite 552, Minneapolis, MN 55401. Please indicate “**NO BID**” on the outside of your mailing envelope.

BID RESULTS WILL NOT BE MAILED, BUT WILL BE E-MAILED TO THE E-MAIL ADDRESS ON THIS BID FORM.