



REQUEST FOR BID
 Date 12/02/08
 BID # 09-0006

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
 100 City Hall
 411 W 1st Street
 Duluth, MN 55802

Liquid Anhydrous Ammonia

Buyer: Dennis Sears
 PHONE: (218) 730-5003
 FAX: (218) 730-5922

BID OPENING AT 2:00PM ON MONDAY, DECEMBER 22, 2008

NOTE: All bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax is not to be included in the unit price. Bidder to state freight charges if, the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid forms.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
 FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID.
www.ci.duluth.mn.us/city/services/purchasing

Designated F.O.B. Point:
 Water & Gas Department
 Lakewood Water Treatment Plant
 8130 Congdon Blvd
 Duluth, MN 55804

Tax: Federal Excise Tax Exemption
 Account No. 41-74-0056 K

Item Nbr	Qty	U/OM	Description	Unit Price	Total Price
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Liquid Anhydrous Ammonia

Valid: January 1 thru December 31, 2009

001	40000 Lb	Product:	Anhydrous Ammonia, Liquid NH3 for water purification	\$ _____	\$ _____
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(See additional page(s))

Vendor EMail Addr: _____

FREIGHT CHARGES \$ _____

NAME _____

TOTAL BID PRICE \$ _____

ADDR1 _____

TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2 _____

PAYMENT TERMS: _____

ADDR3 _____

BY: _____

F.O.B. POINT: _____

(Print)

Title

(Signature) _____

DELIVERY DATE: _____

Tele #

The City of Duluth is an Equal Opportunity employer.

Date 12/02/08

BID # 09-0006

Item Nbr	Qty	U/OM	Description	Unit Price	Total Price
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Specification:

Ammonia: Min 99.98% by weight
 Moisture: Max 0.02% by weight
 Oil: Max 2 parts per million
 Non Condens-
 able Gases: Less than 0.1% by weight

Deliveries are to be made in tank trucks approximately 4000 pounds per load as required and pumped into owners 1000 gal storage tank located at the Lakewood Water Treatment Plant, 8130 Congdon Blvd Duluth, MN for a one year period and as directed by the Water Treatment Plant Personnel.

Vendor to supply legal weight tickets required with each shipment.

Material Safety Data Sheets MUST be submitted with the bid.

Price to:

- 1) include all delivery charges
- 2) remain firm 1/1 - 12/31/2009

Delivery Contact: Lakewood Water Treatment Plant, 218/525-0834

NOTE: This purchase will be valid upon City of Duluth Council passage of the 2008 budget and 30 day waiting period as required by ordinance. PO may not be issued until January and notification will be by vendor providing SASE for bid tabulation.

(Initial)

City of Duluth Purchasing Division

General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

1. Instruction to Bidders:

- A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
- B. All bids must be enclosed in a sealed envelope.
- C. The enclosed blue and white sticker must be placed on the outside of envelope.
- D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

2. Non-Collusion Clause:

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

3. Award of Contract - Rejection of Bids:

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

5. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

6. 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 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).

7. Completion of Bid Request:

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

8. E.E.O. Regulations:

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

9. Participation:

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

- 1. Duluth Airport Authority
- 2. Spirit Mountain Recreational Area Authority
- 3. Duluth Entertainment and Convention Center
- 4. Duluth Transit Authority
- 5. Duluth Economic Development Authority
- 6. Duluth Housing and Redevelopment Authority

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

10. Qualifications of Bidder

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

11. Addenda and Interpretations

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

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

12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):

- A. The ability, capacity and skill of the bidder to perform the contract.
- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.

D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

13. Quantities:

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

14. Wages and Salaries:

A. Attention of bidders is particularly called to the requirements concerning the 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 for all "Public Works" type projects estimated to exceed \$2,000.

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

15. Validity of Bids:

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

16. Facsimile Bids:

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

17. Insurance:

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

18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm