



Finance and Property Services – Procurement
505 Fourth Avenue South, Room 310,
Minneapolis, MN 55415
Tel. 612.673.2500
www.minneapolismn.gov

CALL FOR BIDS
Event No: 000001450
BID FOR: 911 Dispatch Consoles, Purchase and Install

The City of Minneapolis is issuing this Call for Bids for prospective suppliers provide all materials, labor, equipment and incidentals necessary for 911 Dispatch Consoles, Purchase and Install for FINANCE AND PROPERTY SERV, all in accordance with the provided specifications, event line items and all documents requested herein.

Bid Close Date / Time	03/26/2021 at 02:30 PM Local Time
For information or questions, contact the buyer. All questions must be submitted in writing.	Jasmine V Ludwig jasmine.ludwig@minneapolismn.gov
Questions due by:	March 22, 2021 at 3:00PM
Addendum (if any) will be posted by:	March 24, 2021
Pre-Bid meeting information:	No pre-bid meeting will be held
Employment goals	20% Female and 32% Minority
Prevailing wage applies?	Yes
Basis of Award:	A single contract will be awarded to the (overall) low, responsive, responsible bidder meeting all specifications.
Substantial Project Completion:	See project specification
Submit Bids to:	City of Minneapolis -- Procurement eSupplier Portal http://minneapolismn.gov/finance/procurement/eSupplier Event # 000001450

eSupplier Portal -- Electronic Bid Submission: All bids must be submitted electronically through the eSupplier Portal: <http://minneapolismn.gov/finance/procurement/eSupplier>.

If you are already a City Supplier you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the "Forgot Password" tile to in eSupplier, enter your User ID and a new password will be emailed to you. If you are not already a city supplier, click on the eSupplier link above and then click on the "Bidder Registration" tile to register. If you need further assistance with eSupplier, please send an email to eprocurement@minneapolismn.gov

Successful bidder will be required to provide a Certificate of Insurance naming the City of Minneapolis as an additional insured for this project before the bid award is finalized.

Successful bidders with cumulative contracts exceeding \$100,000 will be required to submit a written Affirmative Action Plan (AAP) to the Minneapolis Department of Civil Rights in accordance with Chapter 139.50(b) of the Minneapolis Code of Ordinances.

A contractor responding to this solicitation document swears that they are in compliance with the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3, and shall upon request submit

to the city a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria.

Sales Tax

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>.

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 of the bid.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments -- Cities, Counties and Townships - <https://www.revenue.state.mn.us/guide/purchases>

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.

Visit the MN Department of Revenue website, Sales Tax Fact Sheet 176, for tax updates for Local Governments -- Cities, Counties and Townships:

<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>

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.

TERMS OF PURCHASE

1. **Definitions:** The term "Purchaser" means the City of Minneapolis and the several departments and boards of the City, and the term "Seller" means the person, firm or corporation from whom the merchandise or service has been ordered or the construction work is to be performed.
2. **Taxes:** The City of Minneapolis is exempt from sales tax. For more info, please refer to the Sales Tax Fact Sheet 176 at: <http://www.revenue.state.mn.us/businesses/sut/factsheets/FS176.pdf>
3. **Contract:** Seller's copy of Purchase Order and/or contract when properly signed, is the only form which will be recognized by Purchaser as authority for charging merchandise to its account, supersedes all previous communications and negotiations, and constitutes the entire agreement between the parties. No terms stated by Seller in accepting or acknowledging an order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign order without Purchaser's prior written consent. No waiver of a breach of any provision of order shall constitute a waiver of any other breach of such provision or of any other provision. If this Purchase Order is issued under a contract with the city, all terms, conditions and requirements in the contract will prevail over the terms and conditions set forth in this Purchase Order. Time is of the essence on order or work performed.
4. **Quantity:** The quantity of merchandise delivered shall not be greater than the amount specified unless an additional amount is first ordered by Purchaser in writing on its "Purchase Order Change" form. Purchaser may return quantities in excess of amounts specified to Seller at Seller's expense.
5. **Shipment:** A notice of shipment shall be sent to Purchaser at the time of shipment which shall state the number of the order, the kind and amount of merchandise, and the route by which the shipment is being made. All merchandise shall be suitably packed, marked, and shipped in accordance with shipping instructions specified herein and the requirements of common carriers in a manner to secure the lowest transportation cost. Seller shall be liable for any difference in freight charges arising from its failure to (a) follow the shipping instructions specified herein or (b) properly describe the shipment. Purchaser and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoice:** Invoices must be emailed or mailed to the "bill to" address shown in the Purchase Order. Invoices must show the name of the city division to which the merchandise was delivered or shipped and the Purchase Order number. If any sales, use, duty, excise or other similar tax or charge, for which Purchaser has not furnished or agreed to furnish an exemption certificate, is applicable to order, it must be stated separately on the invoice.
7. **Responsibility:** Seller shall be responsible for any and all loss or damage to the merchandise until delivered to Purchaser at the F.O.B. destination point specified on the face of order; or, if no such F.O.B. destination point is specified, until delivered to a common carrier or to Purchaser's plant, whichever may first occur.
8. **Inspection:** All merchandise is subject to Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any merchandise is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of order, Purchaser may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse Purchaser for (a) any amounts paid by Purchaser on account of the purchase price of such returned merchandise and (b) any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
9. **Warranty:** Seller warrants that the merchandise will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser, or any warranty provided by law.
10. **Title:** Seller warrants that the merchandise is free and clear of all liens and encumbrance and that Seller has a good and marketable title to the same.
11. **Compliance:** Contractor agrees that during the life of this contract it will not discriminate against any employee or applicant for employment or do any other act which is prohibited by, or fail to comply with the provisions of all applicable federal, state and local laws and regulations pertaining to discrimination which shall be considered a part of this agreement as if more fully set forth herein. Contractor agrees that it will include a provision similar to the above paragraph in all subcontracts

entered into for the performance hereof. Contractor hereby agrees that this contract may be cancelled or terminated by the city and all money due or to become due hereunder may be forfeited for violation of the above statutes and ordinances or this paragraph.

12. **Termination for Default:** In the event of a breach of any of the terms of order including Seller's warranties, Purchaser may, at its option and without prejudice to any of its other rights, cancel any undelivered merchandise.
13. **Patents, Trademarks, and Copyrights:** Seller warrants that the sale or use of this merchandise will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries. Seller shall indemnify Purchaser against any loss or damage (including reasonable attorney's fees and other costs of defending an action) arising from the breach of this warranty.
14. **Contract Security:** If required by specifications, a bond must be filed in the full amount of contract for the use of the City of Minneapolis, and of all persons during work or furnishing or engaging skill, tools, machinery, materials, insurance premiums, equipment or supplies, under or for the purpose of this contract pursuant to Section 574.26 Minnesota Statutes annotated, for the strict and faithful performance of contract by the contractor or his employees or agent. The form, content and execution of said bond to be approved by the City Attorney. The bond shall be approved by the proper City officers, signing and counter signing the contract.
15. **Insurance:** Evidence of insurance must be filed with the Purchasing Agent showing compliance with all insurance requirements which have been set forth in specifications. Where there are no specifications, or they do not set forth insurance requirements, evidence of the following insurance shall be furnished by all contractors when the purchase order includes any labor or services.

Commercial General Liability Insurance: \$1,000,000 per occurrence for bodily injury and property damage including coverage for premises/operations and products/completed operations.

Auto Liability: \$1,000,000 combined single limit for bodily injury and property damage. (If no Auto Liability, the Commercial General Liability policy should cover Non-Owned Auto Liability)

Waiver of Subrogation in favor of the City of Minneapolis should be included on the ACORD Form (if applicable) for the Insurance listed above (excluding Worker's Compensation Insurance).

Workers' Compensation Insurance as required by law.

For a copy of the latest Prevailing Wage Rates - visit the Federal Website:

<http://www.wdol.gov/dba.aspx>

Use the Rates for State of Minnesota - Hennepin County

Building

Highway

PREVAILING WAGE CERTIFICATE

Laborers and Mechanics shall be paid according to the Contracts for Public Works Ordinance, Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, as amended, and the minimum wage rates and fringe benefits paid to the various classes shall be as determined by the Secretary of Labor of the United States, for work in the City, subject to and upon compliance with all requirements provided in the Rules of the Office of the Secretary of Labor of the United States. Apprentices may be paid less than the predetermined wage rate for the work performed. Apprentices must participate in a registered apprenticeship program (See 29 CFR, Parts 5 and 29). In addition to the certificates and other evidences of compliance which are required under these specifications and under Minneapolis Code of Ordinances, Section 24.240, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that both she/he/it and their Subcontractors shall comply with the wage and labor standard provision of Minneapolis Code of Ordinances, Section 24.200 through 24.260 as amended. Failure to comply with this ordinance shall mean the City may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work and the Contractor and his Sureties shall be liable to the City for any excess cost occasioned to the City for the completion of the work.

By submitting this bid, it is understood and agreed that if it is accepted, in whole or in part, by the City of Minneapolis or Board, as designated, that any work done by the Contractor or by the Contractor's agent or Subcontractor under a contract with the City of Minneapolis or Board as designated shall be done in conformity with provisions of Minneapolis Code of Ordinances, Chapter 24, Section 24.200 through 24.260, or, if applicable Park Board Code of Ordinances, Chapter 6, Section PB 6-1 through PB 6-5. Specifically, it is agreed that payment of wages to employees or agents of the Contractor or any Subcontractor shall be no less than the amounts set forth in the current U.S. Department of Labor, General Wage Decision for the State of Minnesota - Hennepin County.

BY SUBMITTING YOUR BID, YOU ARE AGREEING TO ALL OF THE ABOVE.

Revised January 2019

Responsible Contractor form needs to be uploaded separately