

Bid No: TR071216

Bid for: LED 4' Tube Lamps

Bid Due (no later than): Wednesday, July 27th, 2016 at 10:30, local time

Buyer: Traci Reimringer, (612) 673-2176
Traci.Reimringer@minneapolismn.gov

User Department: Finance & Property Services – Energy Management Dept.
City of Minneapolis – Royalston Maintenance Facility
661 5th Avenue North
Minneapolis, MN 55405

Scope: To furnish and deliver LED 4' Tube Lamps as needed and called for to the City of Minneapolis, Finance & Property Services – Energy Management Dept.; all in accordance to the bid specifications and bid form.

Please submit only the page(s) titled “Bid Form” form below. Do not attach terms and conditions, brochures, or any other qualification of your bid.

Important Notices:

(1) The City reserves the right to accept or reject any part of any bid; (2) When bidding on goods other than specified, bidder must give complete description, including trade name and brand; Failure to bid on the goods specified may result in a determination of non-responsiveness (3) If this is a LUMP SUM BID, your total bid should include sales tax, if applicable (4) See additional attachment for Instructions to Bidders and Terms of Purchase

Online Posting of Informal Bids:

City of Minneapolis Website - <http://www.minneapolismn.gov/finance/procurement/bidopenings>

- All addendums can be found online; please check the above website BEFORE submitting your completed bid response. Vendors are responsible for acknowledging bid addendums.

Informal Bids Can Be Submitted By:

- Fax: (612) 673-2106
- Email: Traci.Reimringer@minneapolismn.gov
- Mail: Finance – Purchasing Office, 330 2nd Ave South, Room 552, Minneapolis, MN 55401

All Questions Must Be Emailed 8 Days Before Bid Due Date to the Email Below. Any Questions Received After This Cut Off May Not Be Answered. Traci.Reimringer@minneapolismn.gov

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>.

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.
2. **Taxes:** 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>
3. **Contract:** Vendor'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. Time is of the essence on order.
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. Purchasers and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carriers.
6. **Invoices:** Invoice must show the name of the division to which the merchandise was delivered or shipped. 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. point specified on the face of order; or, if no such F.O.B. 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 workman-ship, 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 Purchase 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 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 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 not 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. Workmen's Compensation Insurance as required by law.

Contractor's Public Liability Insurance	\$250,000.00 each person	
Including automobile (bodily injury liability)	\$500,000.00 each occurrence	
Contractor's Public Liability Insurance (Property damage liability)	\$100,000.00 each occurrence	
Automobile Liability: Bodily Injury	\$300,000.00 aggregate	
Property Damage	\$100,000.00 per person	\$300,000.00 per occurrence
	\$100,000.00 per occurrence	\$300,000.00 aggregate

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.

CITY OF MINNEAPOLIS - July 2016

Specifications for LED 4' tube lamp to replace 4' T8 32W fluorescent lamp in 6 lamp high-bay fixtures

1. Lamps shall meet the following technical requirements:

Property	Specification	Test Method
Wattage	≤ 19 W	IES TM79-08
Voltage	Operable on 120V and 277V	IES TM79-08
Lumens	≥ 1900 lumens	IES TM79-08
CCT °K	= 4000° to 4100°K	IES TM79-08
CRI	≥ 80	IES TM79-08
Efficiency	≥ 100 lumens/watt	IES TM79-08
L ₇₀ Lifetime	≥ 50,000 hours	IES TM21-11/IES LM80-15
Power Factor	≥ 0.90	ANSI C82.77-2002
Total Harmonic Distortion	≤ 20%	ANSI C82.77-2002

2. Warranty: Minimum 50,000 hours of actual use. During this time period, any failing lamps will be replaced at no cost (including freight, but not including installation labor). Failure of a lamp is defined as:

- a. Any lamp that totally fails to light.
- b. 10% or more of LED chips in lamp do not produce light
- c. Reduction in lumens greater than 30% of the initial lamp output

3. Quantities: Total of 3000 lamps to be delivered in Qty. 1000 approximately every two weeks.

4. Electrical Connection: Direct wired, no ballast in circuit, single wire connections on opposite tube ends

5. Service Level: Ability to deliver up to 100 tubes within 48 hours of ordering without expedited freight charges

6. Certifications:

a. DCL – (DesignLights Consortium)

- i. Lamp model number must be listed as a Qualified Product on the DLC Qualified Product List (QPL).
- ii. The rated criteria for the proposed lamp will be compared to the measured criteria for the proposed lamp or its parent lamp with the same family code in the QPL. These two sets of measurements cannot differ by more than the percentages in the following table:

Criteria	Lumens	Wattage	Lumens/Watt	Total Harmonic Distortion	CCT (Color Temp)	CRI (Color Rendition)
Allowable difference	≤ ± 10%	≤ ± 10%	≤ ± 10%	< ± 50%	< ± 10%	< ± 5%

b. FCC: Meets FCC Part 15, Subpart B, standards for conducted and radiated emissions

c. UL Listing – the lamp must have cULus certifications 1598 and 8750

d. RoHS – the lamp must have RoHS certification

7. Manufacturing Experience: The manufacturer of the lamp model must have a minimum of 5 years of general LED lamp manufacturing experience and product sales, and a minimum of 3 years of tubular LED fluorescent replacement lamp manufacturing experience and product sales.

8. Quality Control: Up to 6 months after receipt of product, the City retains the right to return any lamps for a full refund of any individual lamps that do not meet the criteria listed in item 6 above. Lamps will be replaced at no cost (including freight, but not including installation labor).

Informal Bid TR071216
Bids Due 10:30 AM, Local Time
July 27th, 2016

Company name _____

Date _____

BID FORM

Purchasing Department
330 Second Avenue South - Suite 552
Minneapolis, MN 55401

My /Our bid to furnish and deliver LED 4' Tube Lamps to the City of Minneapolis, Finance & Property Services – Energy Management Department; all in accordance with your bid specifications and bid form.
Sales tax should not be included in your bid pricing.

Line Item No.	Qty.	Description	Unit Price	Extended Price
1	3000	LED 4' Tube Lamp	\$ /ea	\$
Brand/Model Information:				

Numbers must be legible or bid may be rejected.

Bidder acknowledges they must be able to deliver up to 100 tubes within 48 hours of ordering without expedited freight charges. Yes _____ No _____

Basis of Award

A single contract will be awarded to the low, responsive, responsible bidder meeting all specifications.

Delivery Requirements

It is the City's intention to purchase a total of 3000 Lamps to be delivered in (3) Three separate shipments of Quantity 1000. The first delivery must be made within 14 days of receipt of Purchase Order and subsequent shipments shall be made every (2) Two weeks until a total of 3000 Lamps are received. Prices must be held firm until all Lamps are received.

Delivery Address:

Royalston Maintenance Facility
Attn: Dan Jurek
661 5th Avenue North
Minneapolis, MN 55405

F.O.B.: Destination within 14 days of receipt of purchase order

Acknowledge Addenda No. _____

The City of Minneapolis reserves the right to terminate a contract based on convenience.

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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 services described in the invitation to Bid, designed to limit independent bidding or competition.

BIDDER _____
CIRCLE ONE (Corporation - Partnership - Individual)

SIGNED BY _____
(Signature) (Printed Name)

ADDRESS _____

CITY _____ STATE _____ ZIP+4 ZIP CODE _____

BUSINESS PHONE (_____) _____ FAX NUMBER _____

E-MAIL ADDRESS: _____

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