CALL FOR BIDS
CITY OF MINNEAPOLIS
M I N N E S O T A

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

AN AFFIRMATIVE ACTION EMPLOYER

Official Publication No. 8351

September 20th, 2016

Finance & Property Services

For information call
Traci Reimringer, (612) 673-2176
Traci.reimringer@minneapolismn.gov

"BIDS FOR LED 4' TUBE LAMPS"

To furnish and deliver LED 4' Tube Lamps as needed and called for by Minneapolis Finance & Property Services, all in accordance with specifications and bid form.

Complete project documents are available for electronic download at the following link:

http://www.minneapolismn.gov/finance/procurement/bidopenings/formal

All addendums can be found online; please check the above website BEFORE submitting your completed bid response.
It is the Contractor's full responsibility to ensure they have received all addenda prior to the submittal of bids.

Please e-mail questions concerning this solicitation to Traci.Reimringer@minneapolismn.gov. Questions received later than 8 days prior to bid opening may not be addressed.

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, 2012 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.mn.us/civilrights/contractcompliance/faq. 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 Statues 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://wcms/intranet/finance/procurement/policies/WCMS1Q-003476

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).

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Published in Finance and Commerce – September 21st and September 28th, 2016

Sealed bids will be received and time stamped by receptionist until **10 AM, Local Time, October 12th, 2016** 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. #8351 – BIDS FOR LED 4' TUBE LAMPS
Bids opened 10 AM, Local Time, October 12th, 2016
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: May 2016)

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 Equal Opportunity and Non-Discrimination

The Contractor will comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the its application process for and hiring of employees, sub-contractors and suppliers. Among the city ordinances, state statutes and federal statutes to which the Contractor shall be subject to and comply with under the terms of this Contract include, without limitation: Minneapolis Code of Ordinances, Chapter 139; Minnesota Statutes, Section 181.59 and Chapter 363A; 42 U.S.C. Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination Employment Act), 42 U.S.C. Sections 12101-12213 (Americans with Disabilities Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (Immigration Reform and Control Act of 1986) and all regulations and policies and orders promulgated to enforce these laws. The Contractor shall have submitted and had an “affirmative action plan” approved by the City prior to entering into the Contract.

3 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 Certificate of Insurance ACORD Form. 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 Contract 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 Minnesota 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, with coverage for products - completed operations, personal and advertising injury, fire damage and 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." The coverage amount 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."
d) **Builders Risk** insurance. Coverage will be written on an "All Risks" (Special Form policy form). The contractor is responsible for all of the deductible in the Builders Risk policy. The property covered shall cover the full insurable value of the improvements, betterments, and include consequential loss insurance. The City of Minneapolis will be named as a loss payee to protect the City's interests with respect to the repair or replacement of any damaged property or other amounts payable under the policy. A builder's risk insurance policy is written specifically for a project and the City of Minneapolis requires a complete copy of the policy. An Installation Floater policy (equipment), may be required as part of the builders risk policy when equipment is being installed by a contractor.

4 <u>Hold Harmless</u>

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, attributable to the negligent or otherwise wrongful acts or omissions 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.

5 <u>Subcontracting</u>

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 Contract. The Contractor shall not subcontract any services or work under this Contract without prior written approval of the City Department Contract Manager designated herein. 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.

6 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.

7 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.

8 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.

9 Prior Uncured Defaults

Pursuant to City Code of Ordinances, Section 18.115, 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.

10 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.

11 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.

12 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.

13 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 and any of the sub-contractors and suppliers retained by the Contractor to provide work or services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "government entity."

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.

14 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.

15 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.

16 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.

17 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 Intellectual Property

Neither the City nor the Contractor anticipate that any intellectual property rights will be created as a result of this Contract. For the purpose of this Contract, "intellectual property" shall include all inventions, improvements, discoveries, processes, computer programs or similar intangible interests that either the City or Contractor develop as a result of the work or project undertaken which is the subject matter of and during the term of the Contract.

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.

24 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.

25 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.

26 <u>Small & Underutilized Business Program (SUBP)</u>

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

27 <u>City Ownership and Use of Data</u>

The City has adopted an Open Data Policy ("Policy"). The City owns all "Data Sets" as part of the compliance with the Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) that is regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of the project underlying this Contract or related programs and functions. The City shall not only retain ownership of all Data Sets, but also all information created through the City's use of software and/or software applications that are licensed by the Contractor (or any subcontractor of the Contractor) to the City

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract regardless of whether the data and information originated from the Contractor or any subcontractor, using whatever means the City deems appropriate. The City shall have the right to access all project data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts of data that satisfy the public release criteria for use in and within an open data solution.

28 <u>Responsible Contractor Requirement</u>

The Contractor represents that it is a "responsible contractor." The term "responsible contractor" as used in this document means a contractor as defined in Minnesota Statutes, Section 16C.285 subdivision 3. Any prime contractor or subcontractor that does not meet the minimum criteria in Section 16C.285 subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the scope of work described in the bid documents. A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the scope of work defined in the bid documents and may result in the termination of a contract awarded to a prime contractor or subcontractor that submits the false statement. A prime contractor shall submit to the City, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause (7).

Minneapolis
City of Lakes

Department of Civil Rights
350 S. Fifth St. - Room 239
Minneapolis, MN 55415
TEL 612.673.3000
www.minneapolismn.gov

Notice of Civil Rights Rules and Regulations

This notice advises City of Minneapolis contractors of their commitments under Minneapolis Code of Ordinances section 139.50. All contractors must comply with all provisions of Minneapolis Code of Ordinances Title 7 and with all rules and regulations issued by the Minneapolis Department of Civil Rights ("MDCR") director. Contractors will be subject to a pre-award compliance review. Failure to cooperate may result in denial of contract award.

1. **Non-Discrimination**:[1] The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, age (forty (40) to seventy (70)), marital status, or status with regard to public assistance. The contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include but are not limited to the following: Hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. **Equal Employment Opportunity/Affirmative Action Employer**: The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that it is an equal opportunity or affirmative action employer.
3. **Affirmative Action Plan**: The contractor must have an Affirmative Action Plan approved by MDCR before it may enter into a contract over $50,000 with the City.
4. **Small and Underutilized Business Program (SUBP)**: When applicable, the contractor must comply with the SUBP program, including, but not limited to, making a good faith effort to meet the Minority-Owned Business Enterprises and Women-Owned Business Enterprises goals established on City construction and development projects.
5. **Employment Goals**:[2] The contractor must make a good faith effort to meet the City's aspirational construction workforce goals of **6%** female participation and **32%** minority participation.
6. **Prevailing Wage**:[3] When applicable, the contractor must comply with prevailing wage laws on City construction and development projects.
7. **HUD Section 3**:[4] When applicable, the contractor must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Contractors must incorporate the Section 3 Clause into all subcontracts and to the greatest extent feasible, ensure that employment and other economic activities be directed to low income persons.
8. **Posting Requirement**: The contractor must provide this notice to its trade and labor union or representative of workers and shall post the notice in conspicuous places available to employees and applicants for employment.

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[1] Acts of discrimination are defined in the Minneapolis Code of Ordinances, Chapter 139.
[2] See Request for City Council Committee Action, Adopted March 21, 2012; incorporated into section 139.50 as a rule issued by the MDCR director.
[3] See Minneapolis Code of Ordinances section 24.220, CPED Prevailing Wage Policy (adopted by City Council June 8, 2004), and Davis-Bacon and Related Acts; enforcement authority has been delegated to MDCR.
[4] See 24 CFR Section 135.38; enforcement authority has been delegated to MDCR.

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://mnucp.metc.state.mn.us/ or contact contractcompliance@minneapolismn.gov.

CITY OF MINNEAPOLIS - September 2016
Specifications for LED 4' tube lamp to replace 4' T8 32W fluorescent lamp in hanging and surface mounted open fixtures

1. Lamp **"A"** 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

Lamp **"B"** shall meet the following technical requirements:

Property	Specification	Test Method
Wattage	**≤ 24 W**	IES TM79-08
Voltage	Operable on 120V and 277V	IES TM79-08
Lumens	≥ 2400 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: Pricing at 3000 units of each type lamp, delivered in 1000 unit shipments every 2 weeks
4. Electrical Connection: Direct wired, no ballast in circuit, single wire connections on <u>opposite</u> 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%

    a. FCC: Meets FCC Part 15, Subpart B, standards for conducted and radiated emissions
    b. UL Listing – the lamp must have cULus certifications under Classification OOLV for **Type B** LED lamps
    c. UL Listing – the lamp must have passed the anti-shock portion of UL 1933, Supplemental Appendix 8.19, where the leakage current at the open end of an LED tube lamps can be no more than 1 MIU (1mA at 60Hz).

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).

9. Lamp specifications will be requested after the bid. Do not include them with your bid form. Bidders must be able to supply specifications to City of Minneapolis within 24 hours of request.

Official Publication No. 8351
Bids opened 10 AM, Local Time
October 12, 2016

BID FORM

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

My /Our bid to furnish and deliver LED 4' Tube Lamps as needed and called for by Minneapolis Finance & Property Services. Please include all applicable sales taxes and fees in your bid pricing.

Numbers must be legible or bid may be rejected.

Line Item No.	Qty.	Description	Unit Price	Extended Price
1	3000	LED 4' Tube Lamp – Lamp "A"	$ /ea	$
Brand/Model Information:				
2	3000	LED 4' Tube Lamp – Lamp "B"	$ /ea	$
Brand/Model Information:				

Bidder agrees to increase quantities and hold pricing through 3/31/17 Yes_____ No _____

Bidder agrees to increase quantities and hold pricing through 10/31/17 Yes_____ No _____

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

Delivery Requirements: It is the City's intention to purchase 3000 of each Lamp type 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.

Basis of Award: The City of Minneapolis reserves the right to award this bid to the overall low responsive, responsible bidder meeting all specifications, or by bid line item, whichever is determined to be in the best interest of the City of Minneapolis.

Please do not attach modifications to the bid terms and conditions or exceptions to the bidding specifications to your bid response. This may cause your bid to be deemed non-responsive.

Please return the following documents with your bid: **Bid Form only. Do not include specifications with your bid.**

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

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

Acknowledge Addenda No. _____ _____ _____

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

Official Publication No. 8351
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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.

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

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: _____

Bid results will be posted at: http://www.ci.minneapolis.mn.us/finance/procurement/WCMSP-178311