Minneapolis
City of Lakes

**Informal Bid No:** TR110816

**Bid for:** Doors, Frames and Miscellaneous Related Hardware

**Bid Due (no later than):** November 22nd, 2016 at 10:30 AM, local time

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

**User Department:** Minneapolis Park & Recreation Board & other City Departments

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**Scope: To furnish and deliver Doors, Frames and Miscellaneous Related Hardware, to the City of Minneapolis Park & Recreation Board and other City Departments, all in accordance with the provided specifications and bid form. City of Minneapolis reserves the right to award multiple contracts under this solicitation.**

**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. It is the Vendor's responsibility to ensure they have received and acknowledged all addendums prior to submittal of bids.

**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

Questions related to this bid must be presented in writing. 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.

**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 of 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 | $100,000.00 each occurrence | |
| (Property damage liability) | $300,000.00 aggregate | |
| Automobile Liability: Bodily Injury | $100,000.00 per person | $300,000.00 per occurrence |
| Property Damage | $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.

# Specifications

The Minneapolis Park & Recreation Board and various other City Departments are looking to establish a pricing contract for Doors, Frames and Miscellaneous related Hardware from 1/1/17 – 12/31/17 with the option to extend up to an additional four (4) years.

- Salespeople must do all the field measurements (on site measurement by vendor's staff to guarantee accurate sizing) before ordering any frames or doors.
- Hollow Metal Doors and Frames or Wood Doors shall be prepped for hinges and locks.
- Hollow Metal Window Frames shall include stops.
- Door Frame and Window Frame anchoring applications shall be as per plans from Park & Recreation or other requesting department.
- Vendor shall deliver materials to job site.
- Delivery of materials shall be within 5 working days after receipt of Purchase Order.
- Supply all types of Sargent Locks and Parts.
- Supply LCN Closers.
- Supply Cal Royal Closers.
- Supply all types of miscellaneous commercial hardware.
- Supply Von Duprin Exit devices of all types.
- Submit shop drawings to Park & Recreation or requesting department for plan review with specs.
- Overnight (24 hour) orders shall be completed on time and delivered next day by adding 10% to base bids.
- Order frequency and number of doors and frames ordered will vary. Hardware is ordered more frequently than doors and frames. The field measurements should be only for frames & doors, hardware is not field measured.

**Bid No:** TR110816
**Bid Due:** November 22nd, 2016
**Buyer:** Traci Reimringer
**User Department:** Minneapolis Park & Recreation Board & other City of Minneapolis Departments

**BID FORM**
**Bids for Doors, Frames and Miscellaneous related Hardware**

My/Our bid to furnish and deliver doors, frames and miscellaneous related hardware to Minneapolis Park & Recreation Board and various other City Departments, January 1, 2017 through December 31, 2017; all in accordance with your specifications, is as follows. All applicable taxes must be included in your bid pricing.

Frame price includes Type SA, WS, EO, or MS anchors, ASA Strike 40" to center or blank jamb. Frames shall be either 6'8" or 7' high, RH or LH swing for 1 ¾" thick doors as ordered.

| | Estimated Annual Qty. | Description | Unit Price | Extended Price |
|---|---|---|---|---|
| 1. | 30 | Wood Door, unfinished, field measure, 20M window light 3-0 X 7-0 x 1 3/4" X 4" x 25" | $ /each | $ |
| | Manufacturer/Number: | | | |
| 2. | 30 | Wood Door, standard factory finish, field measure 20M window light, 3-0 x 7-0 x 1 ¾" x 4" x 25" | $ /each | $ |
| | Manufacturer/Number: | | | |
| 3. | 30 | Metal Door, field measure, B Label window light 3-0 x 7-0 x 1 3/4"x 4" x 25", 18 gauge | $ /each | $ |
| | Manufacturer/Number: | | | |
| 4. | 30 | Metal Galvanized Door, field measure, no label, window light 3-0 x 7-0 x 1 3/4" x 4" x 25", 14 gauge | $ /each | $ |
| | Manufacturer/Number: | | | |
| 5. | 30 | Hollow Metal Frame, field measure, galvanized profile 6-0 x 7-0 x 5 ¾" | $ /each | $ |
| | Manufacturer/Number: | | | |
| 6. | 30 | Hollow Metal Frame, field measure, labeled profile 3-0 x 7-0 x 5 ¾" | $ /each | $ |
| | Manufacturer/Number: | | | |
| 7. | 30 | Hollow Metal Frame, field measure, labeled profile 3-0 x 7-0 x 7 1/8" | $ /each | $ |
| | Manufacturer/Number: | | | |
| 8. | 35 | Hollow Metal Frame, field measure, galvanized profile 3-0 x 7-0 x 5 ¾" | $ /each | $ |
| | Manufacturer/Number: | | | |

**Bid No:** TR110816
**Bid Due:** November 22nd, 2016 **Bid Form Continued…**
**Buyer:** Traci Reimringer

| Vendor offers the following discount off of List Price for all related Hardware | | | |
|---|---|---|---|
| **Manufacturer** | **Catalog Number** | **Dated** | **% off of List Price** |
| | | | % off |
| | | | % off |
| | | | % off |

**Items which are not considered special order:**

- Standard size window kits cut in doors
- Cylindrical or mortise lock prep
- Special order glass must not delay the delivery of the standard doors and frames, only the glass will be special order.
- 7 1/8" frames are standard items
- Standard doors are hollow, metal, Oak, or Birch
- 4" head jamb
- ½ light and full light kits of standard sizes

**Bidder to define Special Order Items:** _____

_____

_____

**Estimated Quantities:** All quantities are estimates of the annual City usage. The City may purchase more or less throughout the year, they are NOT held to the estimated quantities.

**Delivery:** Items must be received within 14 days of request. Bidder agrees to delivery within _____ days after receipt of order.

F.O.B.: Destination, Freight prepaid and allowed (Vendor pays freight, bears risk of loss in transit, included in bid price)

**Basis of award:** A single contract will be awarded to the overall low, responsive, responsible bidder meeting all specifications. Bidder must complete entire bid form and is required to bid on lines 1-8.

**Contract Terms:** Initial term: 1/1/17 through 12/31/17 with the option to extend an additional (4) four years.

Bidder agrees to extend terms and conditions for an additional _____ years after December 31, 2017; at the sole option of the City of Minneapolis. (Maximum number of years to extend this contract is (4) four years)

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

Acknowledgement of Addendum (if applicable): _____ _____ _____

**Bid No:** TR110816
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**Bid Form Continued…**

## Vendor Information

Federal Tax ID or SS No: _____

Vendor Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone No.: _____

Remittance Address_____

City: _____

State: _____ Zip: _____

Email: _____

Fax: _____

_____

Print Name of Signer: _____

Signature: _____ Date Signed: _____

**Bid tabs will be emailed after the bid has been awarded to email listed on this bid form.**