

Invitation for Bids

For
Bus Shelters

Issue Date: **8/19/2019**
Title: 2019 Bus Shelter Procurement

Issuing and Using Agency: City of Winona
City Clerk's Office
207 Lafayette Street
Winona, MN 55987

Submissions in response to the Invitation for Bids must be received no later than: **10:00 a.m. CST on August 29, 2019.** Public opening of bids will be held on August 29, at 10:05 a.m. at the City Clerk's Office on the 3rd Floor of City Hall, 207 Lafayette Street, Winona, MN 55987.

All questions and inquiries for information MUST be submitted in writing, by e-mail only, to: Monica Hennessy Mohan, City Clerk at mhmohan@ci.winona.mn.us by 10:00 a.m. CST, August 23, 2019. Phone calls will not be accepted. Responses to questions will be provided via email to the vendors as well as posted on the City's website at www.cityofwinona.com, under the City Clerk Department. Contact with anyone else involved with this process without the prior authorization of the City of Winona Clerk may result in the disqualification of your bid.

In Compliance With This Invitation for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Bid.

Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

_____ Zip Code: _____

Name: _____

(Please Print)

Telephone: () _____

Title: _____

Fax Number: () _____

FEI/FIN Number: _____

Email Address: _____

TABLE OF CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
1.	GENERAL INFORMATION.....	4
1.1.	Purpose of the Invitation for Bid.....	4
1.2.	Scope of Work	4
1.2.1.	Project Overview.....	4
1.2.2.	Project Specifications.....	4
1.3.	Procurement Schedule.....	5
1.4.	Contract Term.....	5
1.5.	Addenda.....	5
1.6.	Postponement or Cancellation of Invitation for Bid.....	5
2.	CONTRACT REQUIREMENTS.....	5
3.	BID FORMAT AND SUBMISSION.....	6
3.1.	General.....	6
3.2.	Format.....	6
3.3.	Submission.....	7
3.4.	Questions and Requests for Clarification.....	7
3.5.	Interpretation of IFB and Contract Documents.....	8
3.6.	Modification or Withdrawal of Bids Prior to Submittal Date and Late Bids.....	8
3.7.	Errors and Administrative Corrections.....	8
4.	BID AWARD PROCESS.....	8
4.1.	General.....	8
4.2.	Eligibility for Award.....	8
4.3.	Notification of Intent to Award.....	9
4.4.	Protest Procedures.....	9
5.	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDER.....	9
5.1.	Contract.....	9
5.2.	Terms and Conditions.....	9
5.3.	Legal Requirements.....	9
5.4.	Registration and Licenses.....	9
5.5.	Force Majeure.....	10
5.6.	Hold Harmless/Indemnification.....	10
5.7.	Payment Terms.....	10
5.8.	Shipping.....	10
5.9.	Assignment, Transfer and Subcontracting.....	10
5.10.	Conformance with Contract.....	10
5.11.	Termination of Contract.....	10
5.12.	Ownership of Documents.....	11
5.13.	Insurance Requirements.....	11
5.14.	Warranty.....	12

Attachments

Bid Form

Attachment A – Bidder Affidavit

Attachment B - Bidder Information

Attachment C – Affidavit of Non-Collusion

1. GENERAL INFORMATION

1.1. Purpose of the Invitation for Bid

The City of Winona, through the Winona Transit Service, is seeking bids for purchase and delivery of 12-15 Bus Shelters that will be installed, at a later date, by another party, throughout the city limits of Winona and Goodview. The work includes the purchase of manufactured Bus Shelters that meet the minimum requirements outlined within this Invitation for Bid, under specifications.

1.2. Scope of Work

1.2.1. Project Overview

The City of Winona is undertaking this project to significantly increase the total number of bus shelters throughout the Winona Transit Service area (cities of Winona and Goodview). We currently have four shelters, and through this solicitation, will purchase and install 15 additional shelters. The City plans to have the shelters installed in conjunction with the implementation of the new routes later this year.

Transit shelters will be installed throughout the City at locations that either currently have a higher number of riders, or would increase number of riders.

1.2.2. Project Specifications

This project is for purchase of 15 bus shelters. The contracted amount of shelters will ultimately rely on the price per product, including shipping costs. The City of Winona reserves the right to determine the final product number with the awarding contractor.

Project considerations include, but are not limited to:

- Ensure that all work and components are code compliant
- Ensure product is shipped in proper packaging
- Ensure product arrives and is ready for installation within the timeline provided

Key specification information includes the following.

Description	Size	Meets ADA compliance	Color	Material
15 - Bus Shelter Structure, with 3 walls (sides), bench attached to back wall and Solar Lighting for inside of shelter	5' x 10'	X	Forest Green anodized finish	Aluminum
Roof			Black	Glazed Hip Roof with Structured Polycarbonate
Safety Glass				¼" Bronzed Tempered Safety Glass
Bench		X	Wood	Composite Interior bench with backrest
Solar Lighting Kit				LED lighting with solar panel for outside
Installation Instructions and Hardware				Must be provided with shelter drawings, after award

Vendor may submit an alternative product that is similar in size and quality along with documentation demonstrating why the product meets the specifications. The City of Winona Staff will review the alternative product to determine if it is an acceptable "approved equal" product.

1.3. Procurement Schedule

The projected schedule for this procurement is:

Invitation for Bid available:	8/19/2019
Bidder questions due by 10:00 a.m. CST:	8/23/2019
City's Response to Questions:	8/26/2019
Bids due by 10:00 a.m. CST:	8/29/2019
Bid opening at 10:05 a.m. CST	8/29/2019
Notification of intent to award	est. 9/5/2019

1.4. Contract Term

The contract shall be effective on the date indicated on the contract and shall continue approximately 1-2 months; depending on the product selection, packaging and delivery. It is expected that the selected contractor will begin work immediately upon award of the contract. All aspect of work must be completed by October 30, 2019.

1.5. Addenda

Bidders are responsible for monitoring the City of Winona webpage on a regular basis. Any modification to the IFB requirements will be by written Addenda only and posted on the webpage. Receipt and review of each Addenda must be acknowledged by bidder through signing and returning with bidder's bid. All requests for clarifications along with the question responses will be posted as an addendum on the webpage.

1.6. Postponement or Cancellation of Invitation for Bid

The City of Winona reserves the right to cancel this IFB at any time or change the date and time for submitting bids by announcing same prior to the date and time established for bid submittal. The City of Winona reserves the right to accept or reject any or all bids, or accept or reject any part of a bid, if deemed to be in the best interest of the City. The City of Winona shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

2. CONTRACT REQUIREMENTS

All requirements in this section are mandatory. The following requirements must be met at no additional cost above the pricing provided in the Bid. All Specifications are defined as minimum mandatory requirements unless otherwise stated. Failure to meet any mandatory requirement will result in rejection of the Bid. However, in the event that no Bidder is able to meet an individual mandatory requirement, the City reserves the right to continue the review of Bids and to select the Bid that most closely meets the requirements specified in this IFB.

MATERIALS AND WORKMANSHIP

- The contractor shall perform all work and furnish all machinery, equipment and limited materials necessary to complete all the work required by this contract.
- All equipment, materials and articles incorporated in the work covered by this contract are to be new, and both workmanship and materials shall be of the best grade of their respective kinds.
- Demonstrate that product meets the solicitation, specification and contract documents
- Keep complete and accurate records of project materials
- Seek clarification if questions or concerns about specifications or equipment are identified

SUBCONTRACTORS

The Contractor shall be responsible for contract performance when subcontractors are used. Subcontractors must abide by all terms and conditions of the contract. The bidder must identify on the Bid Opportunity List (attachment G) any potential subcontractor it intends to use to provide the product or service it will provide.

3. BID FORMAT AND SUBMISSION**3.1. General**

The selection of a contractor will be based on the information submitted in the bid. Bidders should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the IFB may be the basis for rejecting a bid.

Each bid shall include the IFB Cover Page signed by a person authorized to bind the bidding firm to the terms of the Contract including cost and pricing. Bids signed by an agent are to be accompanied by evidence of that person's authority. Each bid shall stipulate that it is predicated upon the requirements, terms, and conditions of this IFB and any addendums/amendments thereof.

Elaborate bids (e.g. expensive artwork), beyond that sufficient to present a complete bid are not necessary or desired. The City of Winona is not liable for any costs incurred by bidders in the preparation, presentation, testing, or negotiation of bids submitted in response to this solicitation.

3.2. Format

Bids shall contain the following items and follow the exact sequence outlined below:

The bid should be typed and submitted on 8.5 by 11- inch paper and bound securely with page numbers clearly indicated. An electronic copy may be submitted in a pdf format with these pages in the same order as listed below.

Bidders responding to this IFB must comply with the following format requirements:

a) Tab 1 –

Cover Letter - must be appropriately signed and specifically state that the information contained in the bidder's bid is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the bidder is willing to comply with all stated contractual requirements. The cover letter must include:

1. The solicitation name/number;
2. Identification of Respondent and General Information including:
 - a. Identification of Respondent;
 - b. Name of Organization;
 - c. Business Address, Telephone, Email Address, Website address
 - d. Legal Status of Organization (Choose one)
 - Sole proprietor
 - For-profit Corporation or joint venture Corporation
 - For-profit partnership
 - Non-profit Corporation
 - Public agency
 - Other (identify):
 - e. IFB Signature Page (Use provided form found on page 1 in front of IFB)
 - f. Any/All addendums or amendment signature pages (posted on the City webpage as needed)
 - g. **Attachment A** – Bidder Affidavit
 - h. **Attachment B** - Bidder Information
 - i. **Attachment C** – Affidavit of Non-Collusion

b) Tab 2 –

- a. Bid Form – Submit pricing on the bid form provided.

Bid Form is to be sealed and labeled "Bus Shelter Bid Form"
In no way can bid amount be provided within the documentation provided.

c) **Tab 3-**

- a. Description of the bidder's current General Liability. Address insurance limit and any self-insurance. Provide a copy of the Certificate of Professional Liability insurance.

d) **Pocketed Divider - One electronic device** containing identical copies of the submitted bid documents found behind tabs 1 through 3. The documents must be in MS Word format or PDF. An USB flash drive is an acceptable electronic device.

Proprietary and Confidential Information: If the bidder designates any information in the bid as proprietary and confidential, the bidder must submit, in addition to the copies listed above, one electronic copy of the bid with all proprietary and confidential information redacted. This copy should be clearly marked "REDACTED COPY" and submitted in the package containing the original bid.

3.3. Submission

Bidder shall submit a total of one original and one electronic copy on an USB flash drive or emailed to the City Clerk's office of their bid by the date and time listed on the IFB cover page. Any bids received after the stated date and time will be rejected. All bids must be time-stamped by the City Clerk by the stated date and time. Bids not so stamped will not be accepted. The City does not accept faxed bids. Submit bids to:

Winona City Clerk's Office
3rd Floor City Hall
207 Lafayette Street
Winona, MN 55987
OR
tstanton@ci.winona.mn.us

All bids must be packaged, sealed, and clearly show the following information on the **outside of the package or on the subject line of an email submission**. Failure to put this information on the outside of the package may delay routing to the correct room and person.

- Bidder's Name and Address
- Invitation for Bid Title: "Bus Shelters 2019"
- Bid Due Date: August 29, 2019 @ 10:00 am CST

This IFB does not commit the City to award a Contract or to pay any costs incurred in the preparation of bids drafted in response to this request. The City of Winona does retain the right to modify or cancel in part or in its entirety this IFB if it is in the best interest of the City.

3.4. Questions and Requests for Clarification

Any questions concerning this IFB must be submitted in writing, via e-mail, on or before 10:00 am CST on August 23 2019, to: Monica Hennessy Mohan, City Clerk at mhmohan@ci.winona.mn.us.

Suppliers are expected to raise any questions, exceptions, or additions they have concerning the IFB document at this point in the IFB process. If a supplier discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this IFB, the supplier should notify immediately the above-named individual of such error and request modification or clarification of the IFB.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this IFB, revisions/amendments and/or supplements will be posted on the City of Winona webpage.

Each bid shall stipulate that it is predicated upon the requirements, terms, and conditions of this IFB and any

supplements or revisions thereof.

Contact with anyone else involved with this process without the prior authorization of the City of Winona Clerk may result in the disqualification of your bid.

3.5. Interpretation of IFB and Contract Documents

No oral interpretations as to the meaning of the IFB will be made to any bidder. Any explanation desired by a bidder regarding the meaning or interpretation of the IFB, specifications, etc., must be requested in writing by the clarifications due date in section 3.4 of this IFB document. Any interpretation or change made will be in the form of an addendum to the IFB, specifications, etc., as appropriate, and will be furnished per section 1.5. All addenda will become part of the IFB and any subsequently awarded Contract.

3.6. Modification or Withdrawal of Bids Prior to Submittal Date and Late Bids

At any time before the time and date set for submittal of bids, a bidder may request to withdraw or modify its bid. Such a request must be made in writing by a person with authority as identified on the IFB Cover Page, provided their identity is made known and a receipt is signed for the bid. All bid modifications shall be made in writing executed and submitted in the same form and manner as the original bid. Any bid or modification of bid received at the City of Winona designated in the solicitation after the exact time specified for bid receipt will not be considered. Bids will be publicly opened.

3.7. Errors and Administrative Corrections

The City of Winona will not be responsible for any errors in bids. Bidders will only be allowed to alter bids after the submittal deadline by the City. The City of Winona reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes on entries made by the bidder must be initialed by the person signing the bid.

4. BID AWARD PROCESS

4.1. General

The bid award will be made to the responsive and responsible bidder with the lowest base bid price in accordance with the requirements of the IFB and does not exceed the funds available. Any contract resulting from this solicitation will be between The City of Winona, and the Contractor for providing the goods and/or performing the services described herein, including all attachments, addenda, the bid of the successful bidder, and any additional terms agreed to in writing by the parties. Failure of the successful bidder to accept these elements into the contract will result in the cancellation of the contract award.

The City intends to make an award to a single prime contractor for this project. The City is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

Bids shall remain firm for a period of 90 days after the bid opening date.

4.2. Eligibility for Award

To be eligible for award, bidders must be responsive and responsible.

4.2.1. Responsive bids

4.2.1.1. Comply in all material aspects of the solicitation, both as to the method and timeliness of submission.

4.2.1.2. Bids that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

4.2.2. Responsible bidders are those prospective Bidders or firms who, at a minimum, must:

4.2.2.1. Have adequate financial resources, as required during performance of the Contract.

4.2.2.2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.

4.2.2.3. Have necessary technical capability to perform.

4.2.2.4. Certify that they are not on the U.S. Comptroller General's list of ineligible Bidders or firms.

4.2.2.5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.3 Notification of Intent to Award

All respondents who respond to this IFB will be notified in writing of the intent to award a contract(s) as a result of the selection process described in this IFB.

4.4 Protest Procedures

The appeals process applies only to those procurements that result in a contract greater than \$50,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Minnesota Statutes that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Monica Hennessy Mohan, City Clerk at mhmohan@ci.winona.mn.us, and received in her office no later than five (5) working days after the notice of intent to award is issued. The written protest must be received in her office no later than ten (10) working days after the notice of intent to award is issued.

The decision may be appealed to the City Administrator of the City of Winona within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Minnesota Statute.

Subsequent protests can be submitted to: Federal Transit Administration, Region V Office, 200 West Adams Street, Suite 320, Chicago, Illinois 60606.

5. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDER

5.1. Contract

The Contractor selected will be required to execute a contract with the City of Winona which describes the project requirements to be performed, the schedule for completion of work, compensation, insurance requirements, and other pertinent provisions.

5.2 Terms and Conditions

The City of Winona reserves the right to incorporate standard State contract provisions into any contract with the awarded bidder from this IFB. Failure of the successful bidder to accept these obligations in a contractual agreement may result in cancellation of the award.

5.3 Legal Requirements

The Contractor shall comply with all applicable state and local regulations. These shall include but not be limited to ADA, as well as state and local accessibility, safety and security requirements. Local regulations are defined as those below the state level.

In the event of any conflict between the requirements of these specifications and any applicable legal requirement, the legal requirement shall prevail. Technical requirements that exceed the legal requirements are not considered to conflict.

5.4 Registration and Licenses

The contractor certifies, by submitting this bid that it is properly registered and licensed to conduct business within the State of Minnesota and the local jurisdiction in which this solicitation is issued and any resultant contract awarded. The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract require the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

5.5 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

5.6 Hold Harmless/Indemnification

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, its contractors, tenants, licensees, and invitees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

5.7 Payment Terms

The Bus Shelter contract will be a lump sum/fixed price contract. The contractor will be paid by the City of Winona for the completed and approved services rendered under this contract. Compensation in excess of the total contract amount will not be allowed unless justified and authorized by an approved written contract amendment. Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices. The contractor shall pay subcontractors within ten (10) business days of receipt of a payment from the City for services performed within the scope of this contract.

5.8 Shipping

Supplies shipped prepaid, F.O.B. Destination, to the location shown below, unless the contract specifies otherwise. The term "F.O.B. Destination" as used in this clause, means free of expense to the Issuing Agency and delivered to the location specified. Bid prices must include all packing, freight, insurance, set-up, operation and maintenance manuals, and instructional charges. Delivery shall be made at a time and in a manner that is minimally disruptive to operations of the MIS facility. Items shall be delivered to: City Hall Public Works, 207 Lafayette Street, Winona, MN 55987

5.9 Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

5.10 Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

5.11 Termination of Contract

The City reserves the right to cancel the resulting contract/agreement, for any reason, by giving written notice to Contractor of such cancellation and specifying the effective date thereof, at least ten (10) days before the effective date of such cancellation. Contractor shall, in the event of such cancellation, be entitled to receive compensation for any work accepted hereunder in accordance with the City's order(s). Contractor may also be compensated for partially completed work in the event of such cancellation. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the City, times the corresponding payment for completion of such work as set forth in the City's order(s).

In addition, the City reserves the right to terminate the resulting contract/agreement, for reasons of breach of contract, by giving written notice to Contractor of such termination and specifying the effective date thereof, at

least ten (10) days before the effective date of such termination. Contractor shall, in the event of such termination, be entitled to receive compensation for any work accepted hereunder in accordance with the City's order(s). Contractor shall also be compensated for partially completed work in the event of such termination. The compensation for such partially completed work shall be no more than the percentage of completion of each work effort, as determined in the sole discretion of the City, times the corresponding payment for completion of such work as set forth in the City's order(s).

Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

5.12 Ownership of Documents

All materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by the Contractor under this contract are works created for hire and are the property of the City. All project documents provided to the Contractor by the City or by any third party which pertains to this contract are property of the City. The City has all rights to copyright project documents which are the property of the City.

5.13 Insurance Requirements

The contractor shall maintain for the life of the contract the following types and amounts of insurance from an insurance company(ies) authorized to do business in the State of Minnesota. The insurance requirements shall apply with equal force whether the services under this contract is performed by the contractor, a subcontractor of the contractor, or by any entity employed directly or indirectly by either party.

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident - \$100,000 Each Accident Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
(c) Public Liability and Property Damage. Damages for personal injury, including accidental death. Property damages which may arise from operations of this contract.	Bodily Injury: Each occurrence \$100,000 Aggregate \$300,000 Property Damage: Each occurrence \$50,000 Aggregate \$100,000
(d) Commercial Automobile Liability Insurance; shall cover all CONTRACTOR owned, non-owned and hired vehicles used in carrying out the contract.	\$1 Million - Combined Single Limits per occurrence

* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

5.14 Warranty

The Contractor shall warrant to the City of Winona, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the City or to its successor or assigns, is free from all liens and encumbrances. The Contractor guarantees and warrants that all work performed, and items

supplied under this Contract shall (1) conform to the requirements of this IFB; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) *perform satisfactorily*.

The contractor will develop a status form listing:

- Each individual item of equipment and system for which a warranty or guarantee is specified (roofing, walls, sealants, etc.);
- The pertinent section in the contract specification;
- The name of the company providing the warranty;
- The expiration date of the warranty; and
- The address of the providing company.

It is understood and agreed that by acceptance of *this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these specifications*, the City does not waive any warranty, either expressed or implied, any product liability of the Contractor as determined by any applicable decisions of a court of the State of Minnesota or of the United States.

BID FORM

**City of Winona Public Transit
Bus Shelter Solicitation**

Submit to: Winona City Clerk's Office
3rd Floor City Hall
207 Lafayette Street
Winona, MN 55987

Bid Deadline: August 29, 2019
10:00 a.m. CST

Bid Submitted by:

Full Name: _____

Address: _____

Telephone: _____

Email: _____

PART 1. OFFER

The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work, and with the bidding documents including the Invitation for Bid, attachments, and all addenda as prepared by the City of Winona; hereby offer to perform everything required to be performed and provide and furnish all materials, necessary tools, and all expendable equipment necessary to complete the above mentioned project listed below, as follows:

A. Unit Bid: All materials, service, equipment, and shipping necessary for completion of the sale of a single Bus Shelter, the sum of:

_____ Dollars \$ _____

B. Total Bid: All materials, service, equipment, and shipping necessary for completion of the sale of a 15 Bus Shelters, the sum of:

_____ Dollars \$ _____

Description	Size	Meets ADA compliance	Color	Material
15 - Bus Shelter Structure, with 3 walls (sides), bench attached to back wall and Solar Lighting for inside of shelter	5' x 10'	X	Forest Green anodized finish	Aluminum
Roof			Black	Glazed Hip Roof with Structured Polycarbonate
Safety Glass				¼" Bronzed Tempered Safety Glass
Bench		X	Wood	Composite Interior bench with backrest
Solar Lighting Kit				LED lighting with solar panel for outside
Installation Instructions and Hardware				Must be provided with shelter drawings, after award

PART 2. ADDENDA

Receipt of the following Addenda are acknowledged:

Addenda # _____ Dated _____
 Addenda # _____ Dated _____
 Addenda # _____ Dated _____

PART 3. ACCEPTANCE

- A. This offer shall remain open and shall not be withdrawn for 90 days from the Bid Due date, at the prices stated herein.
- B. If this bid is accepted by the City of Winona within the time period stated above, we will:
 - (1) Sign the contract within ten days of receipt of the contract.
 - (2) Commence work within seven days after written Notice to Proceed of this Bid.
 - (3) Provide installation instructions and hardware, with shelter drawings, prior to any final payments provided by the City of Winona.

PART 4. SIGNATURE

Signature: _____

Print Name and Title: _____

Firm: _____

(print full name of corporation, partnership or proprietorship)

**ATTACHMENT A
BID AFFIDAVIT**

The undersigned hereby declares that he/she has carefully read and examined the Invitation for Bid, the Scope and Terms, the Specifications, and Warranty Requirements with all supporting certificates and affidavits for the provision of services specified.

SIGN : _____

TITLE: _____

FIRM NAME: _____

Subscribed and sworn to before me this day of _____, 20____ Notary Public

My Commission Expires: _____

BIDDER INFORMATION

1. BIDDING COMPANY/ORGANIZATION NAME

FEIN (Federal Employer ID Number) _____ OR SOCIAL SECURITY NUMBER (if sole proprietorship) _____
Phone () _____ Toll Free Phone () _____
FAX () _____ Email Address _____
Address _____
City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ Email Address _____
Address _____
City _____ State _____ Zip + 4 _____

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information. Please name the Personnel/Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ Email Address _____
Address _____
City _____ State _____ Zip + 4 _____

4. Mailing address to which purchase orders are mailed and person the department may contact concerning orders and billings.

Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ Email Address _____
Address _____
City _____ State _____ Zip + 4 _____

5. CEO/President's Name _____

AFFIDAVIT OF NON-COLLUSION

Solicitation Number _____

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);
2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;
3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ___ date of _____

Signed Notary Public: _____

My Commission Expires: _____