**20. Resolution Accepting Bid[[1]](#endnote-2)**

WHEREAS, pursuant to an advertisement for bids for Improvement No. \_\_\_\_\_\_\_\_\_\_, the improvement of \_\_\_\_\_\_\_\_\_\_ Street from the \_\_\_\_\_\_\_\_\_\_ line of \_\_\_\_\_\_\_\_\_\_ Street to the \_\_\_\_\_\_\_\_\_\_ line of \_\_\_\_\_\_\_\_\_\_ Street by \_\_\_\_\_\_\_\_\_\_, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ is the lowest responsible[[2]](#endnote-3) bidder,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF \_\_\_\_\_\_\_\_\_\_, MINNESOTA:

1. The mayor and clerk are hereby authorized and directed to enter into the attached contract with \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ in the name of the city of \_\_\_\_\_\_\_\_\_\_ for the improvement of \_\_\_\_\_\_\_\_\_\_ Street from the \_\_\_\_\_\_\_\_\_\_ line of \_\_\_\_\_\_\_\_\_\_ Street to the \_\_\_\_\_\_\_\_\_\_ line of \_\_\_\_\_\_\_\_\_\_ Street by \_\_\_\_\_\_\_\_\_\_ according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder[[3]](#endnote-4) shall be retained until a contract has been signed.

Adopted by the city council this \_\_\_\_\_\_\_\_\_\_ day of (month) , (year) .[[4]](#endnote-5)

Mayor

\_\_\_\_\_\_\_\_\_\_\_

City Clerk

**END OF FORM**

1. The contract must be let within one year of the adoption of the resolution ordering the improvement unless that resolution specified a different time limit. (Minn. Stat. § 429.041, subd. 1.) [↑](#endnote-ref-2)
2. The council has wide discretion in determining responsibility of bidders. (*State v. Snively*, 175 Minn. 379, 211 N.W. 535 (1928); *Otter Tail Power Co. v. Elbow Lake*, 234 Minn. 419, 49 N.W.2d 197 (1951)). The statute formerly requiring more than one bid has been repealed (see Laws 1959, Ch. 261). In any event, it never did apply where the contractor was to furnish both labor and materials. (*Otter Tail Power Co. v. Elbow Lake*, supra.)

   If council is using the best value contracting procurement method (Laws 2007, Ch. 148, Art. 3), this form would be adjusted to indicate the best value rather than the lowest responsible bidder. [↑](#endnote-ref-3)
3. The law permits the contract to be awarded to the next lowest bidder in case the lowest bidder fails to enter into a contract. For this reason it seems desirable to retain the deposit not only of the lowest bidder but also of the next lowest, until a contract has been entered into. [↑](#endnote-ref-4)
4. The council does not have to award the contract at the time of opening and/or initial consideration of bids provided council reserves this right in the advertisement for bids. [↑](#endnote-ref-5)