



Request for Bid

#22017B

Classroom Amplification Installation Projects

Due by: 3:00 p.m. LT
Thursday, February 17, 2022

**ANOKA-HENNEPIN SCHOOL DISTRICT
CALL FOR BID**

Request for Bids 22017B – Classroom Amplification Installation Projects

Bids due by 3:00 p.m. Local Time (LT) on Thursday, February 17, 2022.

By order of the School Board of Anoka-Hennepin School District, sealed Bids for Classroom Amplification Installation Projects will be received in accordance with the specifications prepared by the Anoka-Hennepin School District until **3:00 p.m. LT, on February 17, 2022** at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bid must be checked in at the reception desk located at Entrance #1.

The following project dates have been established: Bids issued **Thursday, January 20, 2022**. Closing date for vendor questions is **Thursday, February 3, 2022 by 4:00 p.m. LT**, Addendum to Vendor questions issued by **Tuesday, February 8, 2022 by 4:00 p.m. LT**. Bid opening is **Thursday, February 17, 2022 at 3:00 p.m. LT**.

Specifications may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 10:00 a.m. and 2:00 p.m. LT or by calling the Purchasing Department at 763-506-1300.

No vendor may withdraw their Bid within sixty (60 days) after the scheduled closing time for the receipt of Bids.

The School Board reserves the right to reject any or all Bid or parts of Bid and to waive informalities in the Bids.

ANOKA-HENNEPIN SCHOOL DISTRICT
CLERK OF THE SCHOOL BOARD

Jeff Simon

To be published in Sun Publisher on Thursday, January 20, 2022 and January 27, 2022.
To be published in ECM Publisher on Friday, January 21, 2022 and January 28, 2022.

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until **3:00 p.m. LT on Thursday, February 17, 2022** to provide School Classroom Amplification Installation Projects throughout all District classrooms/sites in three phases to be completed by end of Summer 2023, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin Independent District #11 is requesting a bid for the installation of audio amplification equipment. Over the course of two years, the district will replace the amplifier and receivers in approximately 1850 classrooms in three phases.

- Phase I will be Blaine High Schools and Jackson Middle school over Spring Break (March 11-21, '22) (Approx. 230 classrooms.)
- Phase II will be all remaining HS and MS sites over the summer of '22 (Approx. 620 classrooms).
- Phase III will be all 24 Elementary sites over the summer of '23 (Approx. 950 classrooms.)

All equipment will be available onsite. The District sites are provided in Attachment B – Sites.

Refer to Attachment C – Sites for the schools

For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

- **District** refers to Anoka-Hennepin School District and any department or board of the School District.
- **LT** means Local Time
- **Vendor** means the company submitting a bid in response to this RFB
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this bid.
- **RFB** means Request for Bid

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) original response printed on standard copy paper, for reproduction for evaluation team, clearly labeled with:

Vendor Name
"22017B" – School Classroom Amplification Installation Projects
Attn: Tiffany Audette, CPPB / Purchasing
and a notation "Bid Enclosed – Do Not Open until at **3:00 p.m. LT on Thursday, February 17, 2022**

The bid must be signed by an officer or other employee authorized to submit the Bid. Proof of authority of the person submitting the bid must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service
FedEx, Courier, UPS
Personally, hand delivered***

*** The bidder assumes the risk of any delay in the mail or on the handling of mail by employees of the school district.

B. Multiple Submissions – Not Applicable

C. Delivery Response

Bids must be received at the following address:

Anoka-Hennepin School District
Purchasing Department, Entrance #1
Attn: Tiffany Audette, CPPB
2727 North Ferry Street

Anoka, MN 55303
If delivering in person, please check in with receptionist at Entrance #1.

D. Bid Opening

Bids will be opened and read on **Thursday, February 17, 2022 at 3:00 p.m. local time**. From the time the response is submitted until a contract is in place, each response is considered a working document. Social distancing will be practiced at the bid opening.

Meeting ID
meet.google.com/fcz-pcmz-cqn

Phone Numbers
(US)+1 260-338-9987
PIN: 307 988 824#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, that is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

E. Late Bid Submissions

The Vendor assumes the risk of any delay in the delivery of their bid. Whether the bid is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their bid clocked in on time at the location specified above. Any bids received after the bid opening time identified in Section 1.04 may be rejected.

F. Editing of this Document

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all bids on the District's forms. Bids submitted on company forms may be rejected.

G. Withdrawal of Bid

A bid, once delivered to the formal custody of the District, may not be withdrawn until after the bids are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a bid, that document becomes property of the District.

H. Vendor Responsibility

It is the obligation of each Vendor to examine instructions, requirements and specifications before submitting a bid. Submission of a bid shall be proof that such examination has been made and that each vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

I. Incurring Costs

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a bid, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

J. Disclosure of Data

According to state law, the content of all bids and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This

includes all documents received in response to this RFB, both the selected bid and the bid(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

Listed below are the required dates and times by which actions must be completed and, where applicable, locations. If the District determines that, it is necessary to change a date, time, or location it will issue an addendum to this RFB.

Description	Date	Time
Bid #22017B Released	Thursday, January 20, 2022	
Prebid Meeting- ESC	Tuesday, February 1, 2022	9:00 Am
Closing date for vendor questions	Friday, February 4, 2022	4:00 p.m. LT
Addendum Issued	Tuesday, February 8, 2022	4:00 p.m. LT
Bid opening	Thursday, February 17, 2022	3:00 p.m. LT
Board meeting (Tentative)	Monday, February 28, 2022	

L. Bid Security

A bid security in the form of a bond, certified check, or cashier’s check equal to five percent (5%) of the total proposed amount, made payable without recourse to the District, must be submitted with the bid. No other form of security will be accepted. The bid security in the form of a bond, certified check, or cashier’s check will be returned to all but the successful vendor within 10 days after the bid is awarded by the Board of Education of the District.

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each bid. Please refer to Attachment A.

N. Pre-Bid Meeting

Due to the current federal and state emergency declarations and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic, all meetings will be conducted in accordance with Minnesota Statutes 13D.021-Meetings by Electronic Means until further notice.

Consistent with federal and state guidance it has been determined that an in-person meeting is not practical or prudent because of the health pandemic. As a result, **February 1, 2022** pre-bid meeting will take place at **10:00 a.m. LT** with attendees participating online. Potential bidders may attend using the 22017B Pre-Bid Meeting

Tuesday, February 1 · 9:00 – 10:00am

Google Meet joining info

Video call link: <https://meet.google.com/sok-yevi-zhc>

Or dial: (US) +1 929-279-3351 PIN: 390 623 721#

Questions, comments and concerns can be submitted verbally by telephone or through the chat feature of the webinar. Participation in this meeting is optional, but encouraged. Attendance will be documented.

O. Inquiries Regarding Bid

All inquiries concerning this bid must be submitted via email to PurchaseQuotes@ahschools.us by **4:00 p.m. on Friday, February 4, 2022**. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor’s responsibility to bring all discrepancies, ambiguities, omissions, or

matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by **4:00 p.m. on Tuesday, February 8, 2022.**

P. Deviation from Specifications

The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict vendors to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which bids are submitted must be of such character, quality, 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.

All substitution requests must be submitted for approval during the question period of the solicitation. A complete description of the proposed substitution including packing and shipping quantities and color samples for the manufacturer, which it is to be substituted, must be included in the substitution requests.

Q. Samples – Not Applicable

R. References

In Part 3, Vendors are required to list three customers with approximately the same service requirements and volume as described in this document. In addition, the responder must provide information for a company who has discontinued a contract within the last three years. The District will make all reasonable attempts to reach the specified references.

S. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other identifying reference in this document. All information submitted must be noted in the same sequence as it appears in this document.

T. Interpretations and/or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the bid and will be included by reference in the final contract(s) between the Vendor(s) and the District.

U. Vendor Interviews – Not Applicable

1.05 BASIS OF AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform Classroom Amplification System installation services as detailed in this bid. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract.

1. The company or the subcontractors used must have a minimum of five years of experience in installing the solution or solution similar to that being proposed.
2. The company and subcontractors must be currently licensed as an Electrical Contractor or Technology Systems Contractors in compliance with Minnesota State Statutes.
3. Onsite installers must have Power Limited Technician license as per Minnesota State Statutes.
4. The company or subcontractors used must have successfully installed cabling in entities of similar scope and complexity.
5. The company or subcontractors used must have a service and support capability and be able to respond for warranty activities and, if selected, for extended maintenance services.

B. Requirements of the RFB. Bids not meeting the requirements stated in the RFB will be eliminated from consideration.

C. Award

Award shall be made to the overall lowest qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

- Accept or reject any and all bids or portions thereof, or to waive any irregularities or informalities in bids.
- Reject nonconforming, nonresponsive, or conditional bids
- Select the next lowest, responsive and responsible bid.
- Award to more than one Vendor.
- Release a new Bid.
- Take other action, as the District deems appropriate.

Cost. Onetime costs will be used to evaluate the total cost of the solution.

- In developing their cost proposals, vendors must keep the following in mind:
 - No adjustments will be allowed (including corrections) to the cost proposal after the submission deadline. Cost proposal must contain no corrections or erasures.
- Typical workdays through August 30th will be 7 A.M. - 3:30 P.M.
- There will be summer school and construction projects throughout the district during the summer and all work will need to be scheduled and coordinated through the District.

Quantities provided on the bid form are approximate.

The District will be the sole and final authority in determining the successful Vendor.

1.06 A. Contract Period

The Contract resulting from this bid will commence upon receipt of signed contract and continue through completion date of all secondary installs starting spring break for Blaine High School and Jackson Middle School starting March 11, 2022 through March 21, 2022, and the remainder of the secondary schools starting over two years, the summer of 2022, and to be finished by end of next summer, August of 2023.

B. Contract Pricing

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise costs above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Escalation Clause - Not Applicable

D. Contract Review - Not Applicable

E. Contract Renewal - Not Applicable

F. Contract Assignment

The Contract Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Vendor Performance

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the service purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and

quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

H. Reimbursement of Liquidated Damages

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

I. Vendor Financial Stability

The District may request a copy of the Vendor's financial records prior to contract award or during the Contract period.

J. Contract Reports – Not Applicable

1.07 ADDITIONAL CONTRACT TERMS

A. Insurance and Bonds

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract. The minimum insurance amounts will be:

- \$2,000,000.00 per occurrence
- \$2,000,000.00 annual aggregate

The Vendor may be required to submit certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the

contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 3.

The Contract Vendor must notify the District immediately of any changes in support staff.

D. Permission to Proceed

The Vendor must obtain the District's written permission from the District before proceeding with any work-necessitating cutting through any part of any District building structure.

E. Independent Contractors

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

F. Responsible Contractor

Per Minnesota State Statute 16C.285, the Vendor shall complete the endorsed form verifying compliance with the minimum responsibility requirements in the statute.

The Responsible Contractor act verification form in **Attachment B**.

G. Prevailing Wage

1. Because the Contract is being financed in part or in total with state funds, the Contract shall be according to School Board Policy and in accordance with Minnesota Statutes 177.41 through 177.43 regarding Prevailing Wage Rates for Construction Projects.
2. Minnesota Statutes 177.41-44, commonly known as The Little Davis-Bacon Act states "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is, therefore, declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State projects would be comparable to wages paid for similar work in the community as a whole".
3. The Commissioner of Labor and Industry shall determine the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any construction project.
4. Any Contractor or Subcontractor awarded a contract with the School District that has an estimated cost of more than \$2,500 and only one trade or occupation is required to complete it, or a contract with an estimated cost of more than \$25,000 and more than one trade or occupation is required to complete it, must use the Prevailing Wage Rate to pay their employees. Any Contractor or subcontractor that fails to bid by the Prevailing Wage Rate requirement of the contract shall pay to the School District as liquidated damages 5% of the contract amount. Further, the State and School District will not be liable for increased labor costs, or errors or changes to the rates or classifications, prior to the awarding contracts.

H. OSHA

All Vendors must comply with OSHA regulations where applicable to this bid in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

I. Safety

The Vendor will comply with all state and federal laws as they relate to employee safety.

J. District Policies and Procedures

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

K. Security Compliance on District Property

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting bid. This will include records of Criminal Background Screening.

L. Hold Harmless

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

M. Force Majeure

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party to give notice as soon as possible to the other party regarding the inability to perform.

N. Duties to Mitigate

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this bid to enforce any of its terms (including all component parts of the Bid documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

O. Discrimination

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973

- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

P. Infringement on Adjoining Property

The Contract Vendor is to exercise care to ensure that infringements on adjoining property is avoided in the process of work under the contract. Any damage resulting from infringement on adjoining property must be made good immediately by the Contract Vendor responsible at the Contract Vendor's expense.

The Contract Vendor is obliged to replace, restore, or rearrange, in a manner satisfactory to the District, any components of lawns, streets, pavements, curbs, sidewalks, or boulevards such as lamp posts, poles, conduits, wires, hydrants, underground mains of other property Districts, etc., which have been removed, displaced, disturbed, or interfered with as the result of work under the contract. Should the Contract Vendor cause damages to any other work or person employed in the work, the Contract Vendor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The Contract Vendor agrees to defend any suits at the Contract Vendor's expense and pay all costs arising there from without any cost to the District.

Q. Temporary Facilities

If needed, the Contract Vendor will be required to maintain its own storage area on the site. Storage space within the building will not be provided.

R. Utility Clearances

For projects involving excavation, trenching, borings, etc., the Contract Vendor is required to contact Gopher State One-Call, Inc., for location of underground telephone, electrical lines, water, sewer, or natural gas lines, and prior to digging.

S. Use of the District Facilities

Means of ingress or egress to District property shall not be blocked for any reason or hamper the normal operation of the property in any way unless permission is first obtained from the District. The Vendor shall phase the work to ensure minimal disruption to the buildings' operations. These times vary by site and should be negotiated in advance with the District.

The Vendor's equipment and materials shall only be placed on District property designated in advance by the District. The District assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the Vendor's equipment and materials while on District property. Only equipment and materials actually used for snow removal services under the resulting contract will be allowed to be stored on District property.

T. Cleanup

The Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. In case of undue delay or dispute, the District may remove rubbish and materials and charge the cost to the Vendor, with such action permissible by the District Sites and Grounds Supervisor 48 hours after a written notice has been transmitted to the Vendor. Prior to final acceptance, the Vendor shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the Vendor's workmen and equipment.

U. Special Controls - Not Applicable

The building, project site, and adjoining property must be protected by the vendor from objectionable dust and wind-blown debris. In addition, necessary controls shall be provided to prevent pollution of the air by odors or particulate matter. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing building.

V. Publicity and Advertising

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

W. Prohibition against conflicts of interest, gratuities, and kickbacks

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

Y. Quality of Work

People skilled in work of this type shall execute all work in a thorough, professional manner with the materials specified. All materials at the time of acceptance shall be clean, whole, sound and damaged, in good working order, and ready for use. The Vendor shall patch, clean, and make good all damages resulting from this work at no additional cost to the District.

Z. Third Party Acquisition of Company

The Contractor shall notify the District in writing should the Contractor's business or all its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

1.08 ORDERING PROCESS AND PAYMENT

A. Purchase Orders

All work authorized by the District for parts and/or services are initiated by a purchase order. The Vendor shall not accept orders from the District without the benefit of a purchase order. Purchase orders will be faxed or emailed to the Vendor. All correspondence must reference the purchase order number.

B Quantities

The quantity of merchandise delivered, or services provided shall not be greater than the amount specified on the Purchase Order unless such additional quantities are to be accepted by the District at no charge. The District shall neither be compelled to order any quantity of any item nor limited in the total quantity of any item. Orders must be filled to the District's unit of measure. The quantity of merchandise delivered shall not be greater than the amount specified on the Order unless such additional quantities are to be accepted by the District at no charge.

The District reserves the right to increase or decrease the number of installations under the resulting contract.

C. Compliance with Laws

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

D. Returns – Not Applicable

E. Warranty

Vendor shall guarantee all materials used and defects in workmanship in the course of this contract as manufacturer's warranty may declare, and in any event not less than one year from date of receipt by the District, or from date of substantial completion. Vendor shall perform any necessary adjustments and/or service calls necessary for peak performance of specified equipment at no additional cost to the District for a period of one year from the date of receipt.

F. Delivery – Not Applicable

G. Contract Vendor Personnel

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

H. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

I. Payment

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

Invoices should be mailed direct to the Purchasing Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

Vendor must indicate prompt payment discount and payment will be accepted by credit card (P-Card) at no additional cost to the District. Please refer to Part 3.

The Contractor shall pay all Subcontractors within ten days of the Contractor's receipt of payment from the Owner for services provided by the subcontractor for which the Owner has paid the Contractor. The Contractor is to pay interest of 1-1/2 percent per month or any part of a month to the Subcontractor on any amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

J. Progress Payments

In accordance with Minnesota Statutes 16A.1245, Contractor shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the Contract their pro-rated share of the payment for all undisputed services provided by the Subcontractors and suppliers.

If the Contractor does not pay any Subcontractor or supplier on time, the Contractor must pay interest of 1 1/2 percent per month or any part of a month. The minimum monthly interest payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due the Subcontractor. Any Subcontractor who prevails in a civil action to collect interest from a Contractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

The Contractor may withhold as retainage from the Subcontractor progress payments an amount not to exceed 5 percent of the payment. The Contractor shall reduce or eliminate the retainage for a Subcontractor in the same manner that the Owner reduces or eliminates the retainage for the Contractor.

The enforcement of these conditions shall be the responsibility of the Subcontractor working through the Contractor and the Contractor's surety. To facilitate the resolution of any problems relating to these provisions, the Contractor shall furnish the Subcontractor with the name, address, and telephone number of the Contractor's surety within ten (10) days of the date on which the Contractor signs a Contract with the Owner.

Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

K. Non-Appropriation

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

L. Data Privacy

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

M. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

1.09 JOINT PURCHASING – Not Applicable

1.10 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. (2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

PART 2: DETAILED SPECIFICATIONS

2.01 DESCRIPTION OF BID

The Anoka-Hennepin Independent District #11 is requesting a bid for the installation of audio amplification equipment. Over the course of two years, the district will replace the amplifier and receivers in approximately 1850 classrooms in three phases. Phase I will be Blaine High Schools and Jackson Middle school over Spring Break (March 11-21, '22) (Approx. 230 classrooms.) Phase II will be all remaining HS and MS sites over the summer of '22 (Approx. 620 classrooms). Phase III will be all 24 Elementary sites over the summer of '23 (Approx. 950 classrooms.) All equipment will be available onsite. The District sites are provided in Attachment B – Sites.

2.02 INSTALLATION REQUIREMENTS

A. Pre-Installation

1. The Vendor shall conduct a site survey to determine any atypical installations and note them accordingly on the district provided installation spreadsheet.
2. Vendor will provide the installation team with a laptop/Chromebook suitable with running google docs/sheets, the district's preferred software platform.
3. Prior to the installation period, the Vendor will contact the District Project Manager to coordinate classroom installation schedules, and to determine working days and hours.
4. The Vendor will provide a single point of contact for project coordination.
5. Vendor will propose and adopt a variety of wall anchor solutions for block and drywall applications. Vendor will then procure at their expense eight anchors per classroom (14,800 anchors for all three phases.)
6. Vendor will propose a cable wrap and zip tie solution to clean up any rooms needing to recoil and conceal the cables in approximately 1850 classrooms. Vendor will procure and supply the agreed upon solution at their expense.
7. The awarded contract vendor with the site survey completed must provide a schedule for completion of work to the District Project Manager within 10 business days of the contract award. The schedule for completion of work must outline and include a **minimum of 70 classrooms to be completed per week and all MS and HS classrooms must be completed before September 1, 2022 (Phase I, II).**

B. Installation

1. Trained, licensed and certified technician according to the state of MN shall do all work.
2. All equipment shall be installed in accordance with the manufacturer's directions.
3. During the school year, installations shall generally be scheduled for after school hours. During summer vacation and during extended breaks work may be scheduled during normal business hours. No allowance for shift premium or overtime charges shall be permitted.
4. Most classrooms have computers installed. The computer needs to be connected to the amplifier with a district supplied 3.5 mm audio cable.
5. Installers will clean up and remove all packaging material from the installed classrooms each day. Furniture and accessories will be placed back in original positions. Installed rooms will be dusted and vacuumed at the end of each workday. The Vendor will follow all Anoka-Hennepin School District established protocols to dispose of any equipment that would be considered surplus.
6. Progressively through the installation, the lead installer from the Vendor will do walk-throughs for completed installs with designated school contact(s) to complete a final sign-off form for all associated work that includes the testing of each system function. Testing must include an audio test that verifies connectivity from projector, amplifier, computer, and both left and right audio channels are working properly.
7. Personnel shall conduct themselves in a professional, respectful, and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.
8. Vendor personnel shall be in a company uniform shirt during the performance of installation duties.
9. No partial/incomplete classrooms will be accepted. All evening work should be completed to have a completely functioning audio/visual classroom the following morning. In the event a classroom is not functional, the vendor will respond the same day to make needed corrections.

10. The installation will include attaching the Audio Enhancement CA-60A amplifier to the wall and securing it with four anchors to either a block or dry wall surface. Installer will remove the existing amplifier/shelf bracket and route the speaker and audio cables to the new amplifier. Attachment #1, #2
11. Installer will remove the existing shelf bracket supporting the amplifier and install the new K- SRC14 [DBW1] receiver over the existing holes in either a block or dry wall. Installer will then wire up the receiver to the amplifier and energize with power.
12. In each classroom a dome sensor is in the center of the room in the ceiling. Installer will remove the cable from the sensor and the ceiling down through the wall and Panduit to the old amplifier. Installer will replace the raceway back to its normal state.
13. In rooms where cable clean-up appears necessary the vendor will coil up any speaker or audio cables and zip tie and or cable wrap them and out of the way to present a clean and tidy look.
14. Upon installation the vendor will energize the system, pair a microphone and set the presets on the amplifier to 50% and perform an audio check which includes three checkpoints around the perimeter of the room. Each room will have a district provided checkoff sheet completed by the Quality Assurance Technician and turned over to the district representative prior to exiting the building for the next.

C. Post-Installation

1. A Quality Assurance Technician, provided by the Vendor, will contact the school district site representative to schedule a joint inspection at each installation site within six (6) business days of building completion. This visit is to ensure the District standard has been met and that all equipment is functioning properly.
2. Testing - Upon completion of installation of the system and after electrical circuitry has been energized, the vendor will demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting.
3. The Vendor will notify the District upon completion of each school and provide completed digital copies of the Anoka Hennepin quality assurance forms.

D. Remedy of Defects

1. The Vendor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work from it for a period of one year from the date of final payment for that installation.

E. Provided by District

1. Amplifier, receiver, connecting cable, power cables.
2. Mounting brackets
3. 3.5mm Audio cables of varying lengths.

F. Vendor Responsibilities

1. Installation is to be performed and supervised by personnel employed by awarded Vendor.
2. Vendor shall furnish at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete installations to comply with all applicable codes.
3. The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.
4. Setup, assembly, and clean up. The removal of all cartons, packaging or trash as a result of setup/assembly of items. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition.
5. Safeguarding of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.
6. Protection of all personnel against hazards and/or injuries due to their operations at the site.
7. Correct all damage caused by Vendor operations to the District's satisfaction at no additional cost to the District.
8. Provide a supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the Vendor's behalf.
9. The Vendor shall be directly in charge of the project and shall provide a competent supervisor as project representative and all directions given to him shall be as binding as if given to the Vendor. The District site representative shall be the sole spokesperson for coordinating all field and work issues. The awarded vendor may not fill the role of supervisor with a subcontractor.

10. Personnel shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.
11. Vendor will supply mounting hardware necessary to mount the amplifier and receiver to the wall – eight per classroom or 14,800 anchors.
12. Vendor will supply the cable wrap and or zip ties (As needed for 1850 rooms) necessary to clean up, where needed, dangling cables and uncoiled cables.

2.03 Audio Cable Install

As part of the audio install process, the existing 3.5 mm 50 ft coiled audio cable will be removed and replaced with a shorter cable. The cable will be run into the side of the Panduit tray using a 1/2" hole. The cable will be routed down the Panduit and exit to either be plugged into the existing workstation or left as an external input for other devices. Excess cable will be coiled, hidden, and zip tied. As part of this process all remaining cables will also be cleaned up and coiled and hidden when possible.

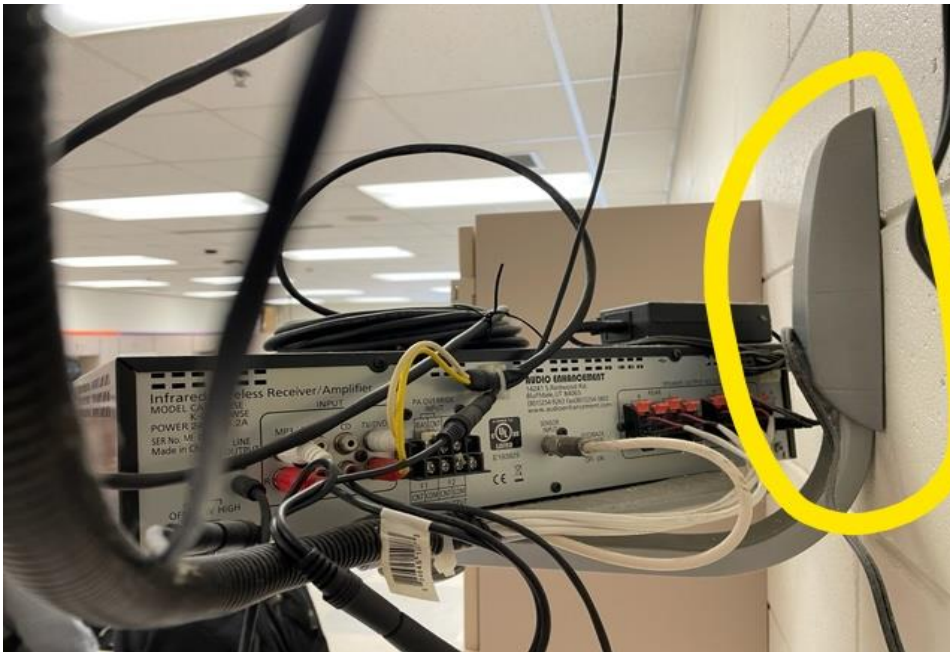
At high school only sites, we have a Screen Beam device mounted to the projector. At each device the installer will remove the 3.5mm audio cable from the Screen Beam and plug it into the "audio out" of the Epson projector.

2.04 A Typical Classrooms

In approximately 30-50 classrooms, there may existing built-in cabinetry where it may be more suitable to run the speaker wire through a new hole drilled into the side of the cabinet and the cable run through and secured with a grommet. The amplifier would then be wood screwed to the inside wall and the receiver anchored outside of the cabinet. Installer supplies the 3/4" grommet to finish the hole off and secure cables.

Attachments

#1 Remove this shelf bracket and cover holes with new receiver bracket.



#2 Front/back of devices



#3 Remove coiled cable, replace with new, drill hole into panduit, run cable down to desktop, connect, recoil, zip tie and conceal.



#4 Disconnect 3.5mm audio cable from Screenbeam and install in the audio out port on the Epson projector



Quality Assurance

Anoka-Hennepin Quality Assurance Card Rm

Anoka-Hennepin Quality Assurance Card Rm # _____

- Audio system energized, presets set to 50%, mic paired audio level tested
 - 3.5mm audio cable installed and audio tested
 - All four speakers are confirmed to have clear and clean sound ie, no crackles, pops, etc
 - Wire terminations on amplifier are tight and secure
 - All debris removed, floors/surfaces vacuumed, furniture replaced
 - Dome sensor cable removed, raceway secured, cables cleaned up
 - Debris removed, units placed into recycling bins and or trash dumpsters
-

PART 3: BID FORM

This section of the bid must not contain any erasures, corrections, or whiteout. Failure to comply may result in the response being rejected.

3.01 BID PRICING

Vendors are requested to use the following table for bid pricing. This pricing will be in effect from day contract is signed through Project completion.

Description	Unit Cost	Estimated Quantity*	Total Extended Cost
Installation cost per Classroom Amplification System: Phase One - Work to be done during Spring Break March 11, 2022 through March 21, 2022 (Blaine High School, Jackson Middle School)	\$	230	\$
Installation cost per Classroom Amplification System: Phase Two - Secondary Schools Summer of 2022	\$	620	\$
Installation cost per Classroom Amplification System: Phase Three – All Elementary Schools done Summer 2023 before September 1, 2023.	\$	950	
Total Lump Sum Bid*			\$

*All estimated quantities are approximate used to provide total cost for the determination of contract award.

3.02 WARRANTY

Please describe in detail your warranty for this installation. (Attach additional pages as needed.)

3.03 QUALIFICATIONS AND EXPERIENCE

Please provide documentation of your previous experience with projects comparable in complexity, size, and function. (Attach additional pages as needed.)

3.04 PROMPT PAYMENT DISCOUNT

Prompt payment discount if offered (i.e. 2% 10, net 30)

Yes No

Indicate prompt payment discount _____

3.05 ALTERNATE PAYMENT OPTIONS

Will you accept payment by credit card (P-Card) or other electronic payment method at no additional cost to the District?

Yes No

If so, is there an additional cost to the District? Please explain.

3.06 DISTRICT SUPPORT STAFF

The Vendor must provide a dedicated sales representative, customer service representative, and accounts receivable representative to assure continuity of service and success of the contract. The Contract Vendor must notify the District immediately of any changes in support staff.

	Name	Email	Phone
SALES REPRESENTATIVE:	_____	_____	_____
CUSTOMER SERVICE REP:	_____	_____	_____
ACCTS. RECEIVABLE REP:	_____	_____	_____

3.07 REFERENCES

List three (3) customers with approximately the same volume as this contract including the customer name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

Customer Name and Address	Contact Person and Phone Number
1)	
2)	
3)	

Customer Name and Address Contract Person and Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

PART 4 - ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this bid for consideration, acknowledge that all 32 pages of **RFB 22017B School Classroom Amplification Installation** have been received, and agree to the terms contained therein.

Receipt of the following Addenda/Amendments to the bid documents and their costs being incorporated in the RFB is acknowledged:

Document No. _____	Received _____ (date)
Document No. _____	Received _____ (date)
Document No. _____	Received _____ (date)

SIGNED: _____

NAME: _____
(Print or type name)

VENDOR NAME: _____

ADDRESS: _____

E-MAIL ADDRESS OF SIGNER: _____

PHONE NO. _____ FAX NO. _____

INCORPORATED IN STATE OF: _____

CHECKLIST FOR VENDORS

The following documents must be completed and submitted to be accepted as a complete bid package:

- _____ Bid Form (Part 3)
- _____ Signed Acceptance (Part 4)
- _____ Affidavit of Non-Collusion – Attachment A
- _____ Responsible Contractor Statement - Attachment B
- _____ Bid Security/Bid Bond

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation);

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

That the contents of the Request for Bid response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening of the bids; and

I certify that the statements in this affidavit are true and accurate.

Authorized Signature: _____

Date: _____

Firm Name: _____

ATTACHMENT B

**PRIME CONTRACTOR RESPONSE
RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF
COMPLIANCE**

PROJECT NAME: _____

This form must be submitted with the response to this Request for Bids. A response received without this form will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in 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 project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).
Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.	
<p>A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.</p> <p>If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.</p> <p>A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.</p> <p>Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.</p>	

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

FIRST-TIER SUBCONTRACTORS LIST
SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NAME: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NAME: _____

This form must be submitted to the Architect.

Minn. Stat. § 16C.285, Subd. 5 If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT C – SITES

SITE LOCATIONS

Building	Address	City	Zip code
Educational Service Center	2727 N Ferry St	Anoka	55303
Bridges Program	13735 Round Lake Blvd NW	Andover	55304
Compass Programs at Bell Center	1374 Northdale Blvd.	Coon Rapids	55433
River Trail Learning Center at L.O. Jacob	1700 Coon Rapids Blvd.	Coon Rapids	55433
Riverview Early Childhood Center	1400 93rd Avenue N.	Brooklyn Park	55444
Sorteberg Early Childhood Center	11400 Magnolia St NW	Coon Rapids	55448
Andover High School	2115 Andover Blvd	Andover	55304
Anoka High School	3939 N 7 th Ave	Anoka	55303
Blaine High School	12555 University Ave NE	Blaine	55434
Champlin Park High School	6025 109 th Ave N	Champlin	55316
Coon Rapids High School	2340 Northdale Blvd	Coon Rapids	55433
Anoka-Hennepin Regional High School	1313 Coon Rapids Blvd	Coon Rapids	55433
Coon Rapids Middle School	11600 Raven St NW	Coon Rapids	55433
Anoka MS for the Arts – Washington Campus 6 th Grade	1523 5 TH Ave South	Anoka	55303
Anoka MS for the Arts – Fred Moore Campus 7-8 Grade	2171 Sixth Ave N	Anoka	55303
Jackson Middle School- Grade 7-8	6000 109 th Ave N	Champlin	55316
Jackson Middle School – Grade 6	6100-109 th Ave N	Champlin	55316
Northdale Middle School	11301 Dogwood St	Coon Rapids	55448
Oak View Middle School	15400 Hanson Blvd	Andover	55304
Roosevelt Middle School	650 125 th Ave NE	Blaine	55343
Adams Elementary	8989 Sycamore St	Coon Rapids	55433
Andover Elementary – North	14950 Hanson Blvd	Andover	55304
Andover Elementary – South	14950 Hanson Blvd	Andover	55304
Brookside Elementary	17003 Nowthen Blvd. NW	Ramsey	55304

ATTACHMENT C (Continued)**SITE LOCATIONS**

Building	Address	City	Zip code
Champlin-Brooklyn Park Academy	6100-109th Ave N	Champlin	55316
Crooked Lake Elementary	2939 Bunker Lake Blvd	Andover	55304
Dayton Elementary	12060 S Diamond Lake	Dayton	55327
Eisenhower Elementary	151 Northdale Blvd	Coon Rapids	55448
Evergreen Park Elementary	7020 Dupont Ave N	Brooklyn Center	55430
Franklin Elementary	215 W. Main Street	Anoka	55303
Hamilton Elementary	1374 111 th Ave NW	Coon Rapids	55433
Hoover Elementary	2369 109 th Ave NW	Coon Rapids	55433
Jefferson Elementary	11331 Jefferson St NE	Blaine	55434
Johnsville Elementary	991-125 th Ave NE	Blaine	55434
Lincoln Elementary	540 South Street	Anoka	55303
Madison Elementary	650 Territorial Road NE	Blaine	55434
Mississippi Elementary	10620 Direct River Dr.	Coon Rapids	55433
McKinley Elementary	1740 Constance Blvd.	Ham Lake	55304
Monroe Elementary	901 Brookdale Drive N	Brooklyn Park	55444
Morris Bye Elementary	11931 Crooked Lake	Coon Rapids	55433
Oxbow Creek Elementary	6505-109 th Ave N	Champlin	55316
Ramsey Elementary – North	15100 Nowthen Blvd	Anoka	55303
Ramsey Elementary – South	15100 Nowthen Blvd	Anoka	55303
Rum River Elementary	16950 Verdin St NW	Andover	55304
Sand Creek Elementary	12156 Olive St NW	Coon Rapids	55448
Sunrise Elementary	12576 Lever Street NE	Blaine	55448
University Ave Elementary	9901 University Ave NE	Blaine	55433
Wilson Elementary	1025 Sunny Lane	Anoka	55303