

# **Request for Quotation** #22512Q

**Transportation Services** for Alpine Ski Teams

Due by: 3:00 p.m. LT. Thursday, October 28, 2021

#### SECTION 1 – GENERAL INSTRUCTIONS AND DISTRICT REQUIREMENTS

#### 1.01 INVITATION

Quotations will be received at the Purchasing Department of Anoka-Hennepin Independent School District #11, 2727 North Ferry Street, Entrance #1, Anoka, MN, 55303 until 3:00 p.m. LT on Thursday, October 28, 2021 for Transportation Services for Anoka-Hennepin ISD #11 Alpine Ski Teams, in accordance with the specifications included in this document.

#### 1.02. BACKGROUND AND OBJECTIVE

Anoka-Hennepin School District is requesting quotations from qualified vendors to furnish Transportation services for our Alpine Ski teams during the wintertime. The District intends to enter a contract with a single vendor for a period of up to four years.

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

#### 1.03 DEFINITIONS

- District means Anoka-Hennepin Independent School District #11
- LT means Local Time
- Vendor means the company submitting a quote in response to this RFQ
- Contract Vendor refers to the Vendor that has been awarded a contract as a result of this quote.
- RFQ means Request for Quotation
- **Bus or "school bus"** means refer to a motor vehicle operated by a licensed school bus driver for the purpose of transporting students.

#### 1.04. INSTRUCTIONS

#### A. Response Preparation

Vendor to submit one (1) original response clearly labeled with:

Vendor Name

## "22512Q" Transportation Services for Alpine Ski Team

Attn: Tiffany Audette, CPPB / Purchasing

and a notation "Quotation Enclosed - Do Not Open until Thursday, October 28, 2021 at 3:00 p.m. LT.

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

Acceptable delivery methods are listed below:

US Postal Service FedEx, Courier, UPS

Personally hand delivered\*

**Emailed** 

### B. Multiple Submissions – Not Applicable

#### C. Delivery Response

Quotations may be emailed to <a href="mailto:purchquotes@ahschools.us">purchquotes@ahschools.us</a> with the subject line of "22512Q" Transportation Services for Alpine Ski Team

or

be received at the following address:

Anoka-Hennepin Independent School District #11

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. Opening

Quotations will be due on Thursday, October 28, 2021 at 3:00 p.m. local time. Quote tabulations will be made available following the quote opening and may be requested by email purchauotes@ahschools.us

## E. Late Submissions

The Vendor assumes the risk of any delay in the delivery of their quotation. Whether the quotation is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their quotation clocked

in on time at the location specified above. Any Quotations received after the quotation opening time identified in Section 1.04 will 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.

#### G. Withdrawal of Submission

A quotation, once delivered to the formal custody of the District, may not be withdrawn until after the quotations 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 quotation, 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 quotation. Submission of a quotation 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 quotation, 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 quotations and related correspondence, which discloses any aspect of the quotation process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFQ, both the selected quotation and the quotation(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 RFQ.

| Description                | Date                       | Time            |
|----------------------------|----------------------------|-----------------|
| Quotation #22512Q Released | Thursday, October 7, 2021  |                 |
| Questions due from Vendors | Thursday, October 14, 2021 | By 4:00 p.m. LT |
| Responses due to Vendors   | Thursday, October 21, 2021 | By 4:00 p.m. LT |
| Quotation #22512Q Opening  | Thursday, October 28, 2021 | 3:00 p.m. LT    |

## L. Quotation Security - Not Applicable

#### 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 quotation. Please refer to Attachment A.

#### N. Pre-Quotation Meeting – Not Applicable

## O. Inquiries Regarding Quotation

All inquiries concerning this RFQ must be submitted via email to <a href="PurchQuotes@ahschools.us">PurchQuotes@ahschools.us</a> by 4:00 p.m. LT on Thursday, October 14, 2021. 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 in the form of Addendum to Vendors by **4:00 p.m. LT on Thursday, October 21, 2021.** 

#### P. Deviation from Specifications - Not Applicable

## 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 quotation 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. AWARD

#### A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services and/or furnish the products as detailed in this RFQ. 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 quotation 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. Past performance with the District will be taken into consideration.

### B. Evaluation Criteria

In evaluating quotes, the District will consider whether the quotes comply with prescribed requirements and such alternates being offered. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

All quote pricing must include Fuel Surcharges and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

## C. Right to Negotiate

The District reserves the right to negotiate on any or all components of each quotation submitted. From the time quotations are submitted until the formal award of a contract, each quotation is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

#### D. Award

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

- Accept or reject any and all quotations or portions thereof, or to waive any irregularities or informalities in quotations.
- Reject nonconforming, nonresponsive, or conditional quotations
- Select a quotation in the best interest of the District.
- Select the next best responsive quotation.
- Award to more than one Vendor.
- Release a new RFQ.
- Take other action, as the District deems appropriate.

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

#### 1.06. CONTRACT

#### A. Contract Period

This contract is for an initial two (2) year term, commencing upon receipt of signed contract and continuing through October 31, 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 cost 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 including fuel surcharges.** 

#### C. Escalation Clause

Vendor must provide the maximum escalation percentage for each year of the contract (Section 3.02). Price increases must be accompanied with manufacturer documentation and CPI reference for this industry and region. Any price increases will be negotiated between the District and the Vendor annually, during the month of October.

#### D. Contract Review

The District and/or Contract Vendor may request to meet annually, or as needed, to review the contract resulting from this quote.

#### E. Contract Renewal

The District reserves the right to renew the contract for one (1) additional two-year in twenty-four months increments, at the same terms and conditions upon mutual agreement of the contracting parties.

### F. Contract Assignment

The 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 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 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.** Contract Vendor Performance

The Vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The 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

Time is an essential element of the quotation documents and contract. If the successful Vendor fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the quotation documents, for any reason, the District may deduct as liquidated images 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 TERMS

### A. Insurance Requirements

The Vendor shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the transportation services are provided insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of transportation services under this Contract or by anyone directly or indirectly employed by the Vendor, or by anyone for whose acts the Vendor may be liable.

- 1. Claims under workers compensation, disability benefit and other similar employee benefit acts, which are applicable to the services to be performed
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees
- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees
- 4. Claims for damages insured by usual personal injury and advertising injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Vendor, or (2) by another person
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom
- 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle
- Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 2, below.

The insurance required by this section shall be written for not less than the following, or greater if required by law:

- 1. Workers' Compensation
  - a. State: Statutory
  - b. Employer's Liability:
    - \$1,000,000 Each accident
    - \$1,000,000 Disease, Policy Limit
    - \$1,000,000 Disease, Each Employee
- 2. Commercial General Liability Occurrence Form
  - a. Bodily and Property Damage (Combined Single Limit):
    - \$1,000,000 Each Occurrence
    - \$2,000,000 General Aggregate
    - \$1,000,000 Personal Injury and Advertising Liability
    - \$1,000,000 Products/Completed Operations
  - b. Products and Completed Operations Insurance shall be maintained for a minimum period of two years after the final term of the Contract and the Vendor shall continue to provide evidence of such coverage to the District on an annual basis during the aforementioned period.
  - c. Coverage shall be written using ISO CG0001 or its equivalent.
- 3. Automobile Liability (owned, non-owned, hired):

Bodily and Property Damage (Combined Single Limit):

\$5,000,000 Each Occurrence

Personal Injury Protection (no fault) as required by statute.

- 4. Umbrella Liability or Umbrella Excess:
  - \$5,000,000 Over Primary Insurance for both auto and general liability.

Prior to commencing transportation services under this contract, the Vendor shall furnish to the District a certificate of insurance, in a form acceptable to the District, for each of the above coverage's which shall specifically set forth evidence of the required coverage and provide that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the District. Such certifications and/or cancellation notices shall be provided to Anoka-Hennepin Schools, c/o Keith Paulson, Director of Transportation, 2727 N. Ferry Street, Anoka, MN 55303. The Vendor shall also furnish to the District copies of endorsements that are subsequently issued amending coverage or limits.

Anoka Hennepin Independent School District #11 shall be listed as Additional Insured with respect to all policies excluding workers' compensation as per contract or agreement. Vendor shall ensure that endorsements are promptly issued and provided to the District reflecting such additional insured coverage.

Vendor shall procure insurance coverage to the fullest extent of the indemnification requirement.

## B. Waiver of Subrogation

The Vendor waives all rights against the District, its officials, volunteers, and employees for damages to the extent covered by insurance required by this Contract, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

#### C. 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.

## D. District Support

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 3, 3.03.

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

## E. Permission to Proceed - Not Applicable

### F. 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.

## G. Responsible Contractor - Not Applicable

## H. Prevailing Wage - Not Applicable

#### I. OSHA

All Vendors must comply with OSHA regulations where applicable to this quotation 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).

#### J. Safety

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

### K. 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.

### L. Security Compliance on District Property

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

#### M. Hold Harmless

The Vendor must 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. Vendor must procure insurance coverage to the fullest extent of the indemnification requirement.

#### N. 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.

## O. 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 quotation to enforce any of its terms (including all component parts of the Quotation 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.

#### P. 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
- Q. Infringement on Adjoining Property Not Applicable
- R. Temporary Facilities Not Applicable
- S. Utility Clearances Not Applicable
- T. Use of the District Facilities Not Applicable
- U. Cleanup Not Applicable
- V. Special Controls Not Applicable

#### W. 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.

## X. 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".

#### Y. 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.

#### Z. Quality of Work - Not Applicable

#### 1.08. ORDERING AND PAYMENT PROCESS

### A. Purchase Orders - Not Applicable

#### B. Quantities

Total transportation usage/routes are dependent on number of athletes and season scheduling as detailed in 2.01 of this documents. Routing of buses may be adjusted based on the District final head count for each team at start of season in mid-November.

## C. Compliance with Laws and Debarment

The Contractor 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 Contractor'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 Contractor 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.

Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor 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 Contractor shall be responsible for any costs incurred by District in connection therewith.

- D. Returns Not Applicable
- E. Warranty Not Applicable
- 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 preforming 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 Accounts Payable 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 District. Please refer to Part 3, 3.02.

#### 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.

## 1.09 JOINT PURCHASING - Not Applicable

#### **PART 2: DETAILED SPECIFICATIONS**

#### 2.01 DESCRIPTION OF QUOTATION

The Anoka-Hennepin Independent District #11 is requesting a quote for three (3) 53 – passenger or larger coach buses per night for a total of 30 trips for the 2021–22 Winter Alpine Ski Teams. Routing of buses may change once the District gets final head count for each team when seasons starts November 11. 2021.

This upcoming year the District will have five (5) all-day events, which must be quoted out individually as outlined in Attachment B of this document.

The District schedule will have one overnight meet to Giants Ridge, Driver's room provided by NW Suburban Conference, Driver MUST book it. Time would be 5:30 a.m. to 4:00 p.m. on following day. See Attachment C – Schedule for more detailed information.

The District carpools five to eight schools on three coach buses. Routing may change due to the size of the teams or if additional stops are added at middle schools – middle school stops may be added the first week. The actual number of students on each team will be finalized in mid-November.

Buses will depart the first stop at 2:45 PM on practice days, and 1:30 PM on race days. Buses depart ski area at 8:00 PM, or at the conclusion of the race. On the five Conference Race days two of the three buses, will leave after dropping at ski area. The one remaining bus will take any skiers to Coon Rapids High School.

#### 2.02 GENERAL REQUIREMENTS

Each bus must be equipped with a radio, DVD player, and Wi-Fi. The District requests that there will be no cancellation fee due to Mother Nature (extreme cold, or lack of snow), and/or Covid19 breakouts, when called by the District by noon on that day.

Buses must follow the CDC protocol on the cleaning, sanitizing, wearing masks, and social distancing for all staff and students on the buses.

See Attachment C for Tentative Schedule.

The District request exact pricing per trip, if you charge fuel surcharges, this needs to be calculated into the quotation at this time, no exceptions.

#### In these Specifications, the following stipulations will apply:

Any costs involved in operation of the bus, such as insurance, fuel, driver wages and benefits, drug testing, driver training and certifications, vehicle maintenance, etc., which is not identified in these specifications shall be considered to be included as part of all parts of this quotation.

Please note that the number of passengers who may be transported in any bus shall not exceed the body manufacturer's rated seating capacity. Since the actual number of students transported will vary from week to week.

#### 2.03 DRIVER REQUIREMENTS

- 1. Each Vendor shall hold each driver responsible for complying with the provisions of these Specifications.
- 2. Each Vendor shall screen, hire, train and employ only the most qualified and caring bus drivers.
- 3. Pre-employment: Vendor will require at least a five-year employment history on all new hires. Vendor agrees to make appropriate criminal background checks and motor vehicle license checks on all new drivers as required by law.
- 4. Vendor will insure to the best of his/her ability that all drivers are free from the influence of alcohol or mood/mind-altering substances, legally or illegally obtained, during their duty day as a school bus driver. In accordance with MN Statue 169A.31, no driver shall operate or have physical control of a school bus under contract to the District with any presence of alcohol in their system.

Further, no driver operating a bus under contract with the District shall consume any beverage with alcoholic content within 10 (ten) hours of going on duty, operating, or having physical control of a school bus. Nor shall

any driver operating a bus under contract with the District consume a beverage with any alcoholic content while on duty, operating, or having physical control of a bus.

Any driver found in violation of these provisions shall be immediately removed from any further driving in the District. The District will immediately notify the police about any driver found to be operating a bus in an alcohol-impaired condition and shall pursue the full prosecution of such a driver.

- 5. Drivers will obtain a school bus physical exam and at all times meet the physical requirements of law to perform their duties. Drivers will at all times meet the health standards imposed by the State of Minnesota. The school district may request an additional physical exam if deemed necessary.
- 6. Drivers will have in their possession a valid Minnesota Commercial Driver's License for the class of vehicle, which they are operating, or the equivalent out-of-state Commercial Driver's License with a school bus and passenger endorsement. Drivers are required to carry their license with them while on duty and submit it for inspection upon request of a District staff member.
- 7. Drivers will be required to wear a I.D. Badge at all times while on duty.
- 8. Driver Discipline: It is the responsibility of the Vendor to insure that his/her drivers operate their buses safely at all times and provide an atmosphere on the bus which is comfortable, free of harassment and safe for all students. In addition to the terms of employment with the Vendor, the drivers are bound by School District expectations for service and failure to meet those expectations may result in the School District suspending or terminating the service of the offending driver within the District under the terms of this contract.

The following are examples of violations that may result in the School District removing a driver from service. The violations include, but are not limited to:

- a. Speeding
- b. Traveling too fast or following too close for conditions or in residential areas
- c. Failing to obey traffic laws
- d. Traveling at an unsafe speed in a school loading zone
- e. Backing up a bus in a school loading zone
- f. Using the 8-light system in an unsafe, improper, or illegal manner
- g. Making unauthorized or "sweetheart" bus stops
- h. Failure to report accident or incidents as required by law and student transportation policy
- i. Use of alcohol or controlled substance(s) while on duty
- j. Any sexually inappropriate actions or suggestions toward students, staff, or parents
- k. Any racially inappropriate actions or suggestions toward students, staff, or parents
- I. Failure to check bus for sleeping students at the completion of each trip
- m. Possession of any weapon while on duty (defined in district weapons policy, see App. XI)
- n. Any contact between driver and student outside of work that is not approved by an immediate supervisor or the student's family
- o. Provision of alcohol or controlled substance(s) to a student
- p. Failure to secure areas around the bus "danger zone" before moving the bus, resulting in the potential for, or actual injury to, the students outside the bus
- q. Failure to complete a pre-trip inspection/safety check before the beginning of each route
- r. Use of the public address system in the bus in an abusive manner toward students or the public
- s. Inappropriate use of the brakes, swerving or other use of the school bus as a disciplinary tool
- t. Failure of the driver to verify students' bus passes which permit them to ride the bus
- u. Refusal to transport any particular students without prior supervisory approval
- v. Displaying multiple route signs on the bus while driving an a.m., noon, or p.m. route
- w. Inappropriate use of a cell phone (call, photo, video, or text)
- x. Failure to properly operate wheelchair lift or secure wheelchair/student
- y. Having unauthorized passengers (not pre-approved by school district) on the bus (drivers' family, friends, or children)

| PART 3: | QUOTATIO | ON FORM |
|---------|----------|---------|
|---------|----------|---------|

This section of the quotation must not contain any erasures, corrections, or white-out. Failure to comply may result in the response being rejected.

## 3.01 QUOTATION PRICING

Vendors are requested to use Attachment B for quotation pricing. Any assumption in developing costs should be clearly documented. **No fuel charges will be accepted, if you need to include this, it must be in the price per trip.** Vendors should note that the District is sales tax exempt.

| )23-25  |   |   |  |
|---|---|---|--|
| AYMENT<br>ease indicate your prompt pay   | yment discount If offered (i.e  | . 2% 10, net 35) as in Part 1   | I, 1.08 (I).   |
| dicate prompt payment discou  | ınt   |   |  |
| fill you accept payment by credistrict?   | dit card (P-Card) or another  |   |  |
|   |   | \   | /esNo  |
| ISTRICT SUPPORT  The Vendor must provide a deconounting Office, and all Schoontract. The Vendor will also prepresentative.  | ools and Departments withi  | n the District to assure con  | tinuity and suc  |
| sproodinauro.   | Name  | Email   | Phone  |
| ALES REPRESENTATIVE:  |   |   |  |
| USTOMER SERVICE REP:  |   |   |  |
|   |   |   |  |
| CCTS. RECEIVABLE REP:  EFERENCES (If this portion)  | is not completed the Distr  |   | nation before  |
|   | is not completed the Distroroximately the same volume erson. List one (1) custo u in the last three (3) years.  | ict may request this inforn<br>as this contract including the<br>mer with approximately the<br>Include the same information                 | nation before<br>e customer nar<br>e same volum                  |
| EFERENCES (If this portion st three (3) customers with approne number and contact personant contact of scontinued a contract with you   | is not completed the Distroroximately the same volume erson. List one (1) custou in the last three (3) years. le contract. Attach additional                | ict may request this inforn<br>as this contract including the<br>mer with approximately the<br>Include the same information                 | nation before<br>e customer nar<br>e same volum<br>n as above an |
| EFERENCES (If this portion st three (3) customers with approne number and contact personations are continued a contract with you at the rationale for canceling the           | is not completed the Distroroximately the same volume erson. List one (1) custou in the last three (3) years. le contract. Attach additional                | ict may request this informed as this contract including the mer with approximately the Include the same informational sheets if necessary. | nation before<br>e customer nar<br>e same volum<br>n as above an |
| EFERENCES (If this portion st three (3) customers with approne number and contact personal continued a contract with you at the rationale for canceling the Customer Name and | is not completed the Distroroximately the same volume erson. List one (1) custou in the last three (3) years. le contract. Attach additional                | ict may request this informed as this contract including the mer with approximately the Include the same informational sheets if necessary. | nation before<br>e customer nar<br>e same volum<br>n as above an |
| EFERENCES (If this portion st three (3) customers with appropriate and contact personal continued a contract with you at the rationale for canceling the Customer Name and 1) | is not completed the Distroroximately the same volume erson. List one (1) custou in the last three (3) years. le contract. Attach additional                | ict may request this informed as this contract including the mer with approximately the Include the same informational sheets if necessary. | nation before<br>e customer nar<br>e same volum<br>n as above an |
| EFERENCES (If this portion st three (3) customers with approne number and contact personal continued a contract with you at the rationale for canceling the Customer Name and | is not completed the Distroroximately the same volume erson. List one (1) custou in the last three (3) years. le contract. Attach additional                | ict may request this informed as this contract including the mer with approximately the Include the same informational sheets if necessary. | nation before<br>e customer nar<br>e same volum<br>n as above an |
| EFERENCES (If this portion st three (3) customers with appropriate and contact personal continued a contract with you at the rationale for canceling the Customer Name and 1) | is not completed the Distr<br>proximately the same volume<br>erson. List one (1) custo<br>u in the last three (3) years.<br>the contract. Attach additional | ict may request this informed as this contract including the mer with approximately the Include the same informational sheets if necessary. | nation before<br>e customer nar<br>e same volum<br>n as above an |

## PART 4: ACCEPTANCE

| for consideration               | ed, hereby certify that I am a duly authorized agent of                        | _to submit this quotation ransportation Services |
|---------------------------------|--|--|
| SIGNED:                         |  |  |
| NAME:                           | (Type or print)  |  |
| TITLE:                          |  |  |
| VENDOR NAM                      | E:   |  |
| ADDRESS:                        |  |  |
| E-MAIL:                         |  |  |
| PHONE:                          | FAX:   |  |
| ADDENDA                         |  |  |
| Receipt of the<br>acknowledged: | following Addenda to the quotation documents and their costs being incorporate | ated in the quotation is                         |
| Addendum No.                    | Date   |  |
| Addendum No.                    | Date   |  |
| Addendum No.                    | Date   |  |
|                                 |  |  |
|                                 | A COMPLETE RESPONSE SUBMISSION   |  |
|                                 | MUST INCLUDE THE FOLLOWING   |  |
|                                 | Quotation Form (Part 3)  |  |
|                                 | Signed Acceptance (Part 4)   |  |
|                                 | Affidavit of Non-Collusion (Attachment A)                                      |  |
|                                 | Quotation pricing (Attachment B)   |  |
|                                 |  |  |

#### **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 Quotation 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 Quotation; and

| Authorized Signature: _ |  |  |
|-------------------------|--|--|
|                         |  |  |
| Date:                   |  |  |
|                         |  |  |
| Firm Name:              |  |  |

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

#### ATTACHMENT B -QUOTATION PRICING

Buses are to depart the first stop at 2:45 to 3:00 P.M. on practice days, and as time as listed on race days. Buses are to depart ski area at 8:00 P.M. or at the conclusion of the race. Return trips will only go to the High Schools. Once the schedule is finalized, competitions and times will be added.

#### PRICING FOR 25 PRACTICES/RACES

| Practice Trips |   | Each Trip<br>(both ways) | Total for 25<br>Trips |
|----------------|---|--------------------------|-----------------------|
| Bus # 1        | Champlin Park HS to Jackson Middle School to Coon Rapids High School to Trollhaugen | \$                       | \$                    |
| Bus # 2        | Andover High School to Oak View Middle School to Trollhaugen                        | \$                       | \$                    |
| Bus # 3        | Anoka High School to Blaine High School to Roosevelt Middle School to Trollhaugen   | \$                       | \$                    |

Depart all High Schools at 2:45 - 3:00 p.m. - Depart Ski Area at 8:00 p.m. or at the conclusion of the race. Refer to Part 2 – Specifications for more detailed information.

Must include any fuel surcharges to rates above - No Exceptions

## ATTACHMENT B –QUOTATION PRICING (Continued)

## RACES FOR FIVE TRIPS AND THREE BUSES EACH RACE - ONE BUS TO STAY.

Please include any fuel surcharges to rates.

| Bus # 1 | Champlin HS to Anoka HS to Coon Rapids HS (All attempts will be made to depart ski area by 8:00 p.m.) | Cost per Bus (both ways) |
|---------|---|--------------------------|
| Race #1 | Dec. 21 to Trollhaugen  | \$                       |
| Race #2 | Jan. 6 To Wild Mountain   | \$                       |
| Race #3 | Jan. 13 to Trollhaugen  | \$                       |
| Race #4 | Jan. 20 to Wild Mountain  | \$                       |
| Race #5 | Jan. 27 to Trollhaugen  | \$                       |

Total \$\_\_\_\_\_

| Bus # 2 | Andover HS to Oak View MS (All attempts will be made to depart ski area by 8:00 p.m.) | Cost per Bus (One way) |
|---------|---|------------------------|
| Race #1 | Dec. 21 to Trollhaugen  | \$                     |
| Race #2 | Jan. 6 To Wild Mountain   | \$                     |
| Race #3 | Jan. 13 to Trollhaugen  | \$                     |
| Race #4 | Jan. 20 to Wild Mountain  | \$                     |
| Race #5 | Jan. 27 to Trollhaugen  | \$                     |

Total \$\_\_\_\_\_

| Bus # 3 | Blaine HS to Roosevelt MS (All attempts will be made to depart ski area by 8:00 p.m.) | Cost per Bus (One way) |
|---------|---|------------------------|
| Race #1 | Dec. 21 to Trollhaugen  | \$                     |
| Race #2 | Jan. 6 To Wild Mountain   | \$                     |
| Race #3 | Jan. 13 to Trollhaugen  | \$                     |
| Race #4 | Jan. 20 to Wild Mountain  | \$                     |
| Race #5 | Jan. 27 to Trollhaugen  | \$                     |

Total \$\_\_\_\_\_

## ATTACHMENT B -QUOTATION PRICING (Continued)

## **ALPINE SKI TEAMS INVITES**

| DATE  | RACE  | TIME                   | PRICE PER TRIP<br>(both ways) |
|---|---|------------------------|-------------------------------|
| December 17, 2021   | Wild Mountain Invite – <b>One</b> bus to depart from Coon<br>Rapids High School           | 7:00 a.m. to 5:00 p.m. | \$                            |
| January <b>TBD</b> ,<br>2022  | Welch Village Invite – <b>One</b> bus to depart from Blaine<br>High School                | 7:00 a.m. to 4:00 p.m. | \$                            |
|   | OVERNIGHT STAY – See Part 2 for more detaile  | d information on this  |                               |
| February 3, 2022  | Section Practice at Giant's Ridge - <b>One</b> bus to depart from Coon Rapids High School | Departs at 5:30 a.m.   | \$                            |
| February 4, 2022 Section 7 Ski Meet at Giants - <b>One</b> bus to depart from Coon Rapids High School |   | Departs at 4:30 p.m.   | \$                            |

## ATTACHMENT C - ANOKA-HENNEPIN DISTRICT #11 SKI TEAM BUS SCHEDULE 2021-2022(TENTATIVE)

|            |           | Anoka Hennepin D   | istrict 1      | 1 Ski Tean               | n Bus S      | che    | dule 2021-2022                         |          |
|------------|-----------|--|----------------|--------------------------|--------------|--------|--|----------|
|            |           |  |                |                          |              |        |  |          |
| Practice   | s (25     | 5)   |                |                          |              |        |  |          |
| Depart Ch  | ampl      | lin at 2:45, Andover at 2:45, Anoka at                               | 2:45 p.m.,     | Depart Ski Area          | at 8:00 p.n  | n.     |  |          |
| Bus #1     | Cha       | mplin to Jackson to Coon Rapids to                                   | Frollhaugen    |                          |              |        |  |          |
| Bus #2     | And       | over to Oak View to Trollhaugen                                      |                |                          |              |        |  |          |
| Bus #3     | Anol      | ka to Blaine to Roosevelt to Trollhau                                | gen            |                          |              |        |  |          |
|            | Retu      | urn Trips will only go to the High Scho                              | ools           |                          |              |        |  |          |
| Practice   |           | . , , , , ,  | Depart         |                          | Practice     |        |  | Depart   |
| NOV        | 22        | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          | 3      | On Snow Practice at Trollhaugen        | 2:30 PM  |
| NOV        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| NOV        |           | On Snow Practice At Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | Race #2 @ Wild Mountain                | 1:00 PM  |
| NOV        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| 1101       | - 00      | Circuit racines at Fremhaugen  | 2.00 1         |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        | 2         | On snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | Race #3 @ Trollhaugen                  | 1:00 PM  |
| DEC        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | MLK Invite @ Trollhaugen               | 7:00 AM  |
| DEC        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        |           | <u> </u>   | 2:30 PM        |                          | JAN          |        | Race #4 @ Wild Mountain                | 1:00 PM  |
|            |           | On Snow Practice at Trollhaugen                                      |                |                          |              |        |  |          |
| DEC        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        | 1         | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | JAN          |        | Race #5 @ Trollhaugen                  | 1:00 PM  |
| DEC        |           | Wild Mountain Invite   | 6:30 AM        |                          | JAN          | 31     | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        |           | On Snow Practice at Trollhaugen                                      | 2:30 PM        |                          | FEB          | 1      | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        |           | Race #1 @ Trollhaugen  | 1:00 PM        |                          | FEB          |        | On Snow Practice at Trollhaugen        | 2:30 PM  |
| DEC        | 28        | On Snow Practice 1 bus CRHS  | 2:30 PM        |                          | FEB          | 7      | Section Practice at Giant's Ridge      | 5:30 AM  |
| DEC        | 30        | On Snow Practice 1 bus CRHS  | 2:30 PM        |                          | FEB          | 8      | Section 7 Ski Meet at Giant's Ridg     | e        |
|            |           |  |                |                          |              |        |  |          |
|            |           |  |                |                          |              |        |  |          |
| Races (5)  | ) All     | attempts will be made to depart                                      | ski area b     | v 8 p.m.                 |              |        |  |          |
| DEC        | _         | Race #1 @ Trollhaugen  | Bus #1         | •                        | to Jackson   | to Co  | on Rapids to Troll or Wild             | ı        |
| JAN        | _         | Race #2 @ Wild Mountain  | Bus #2         | 1:30 Andover to          |              |        | ·                                      |          |
| JAN        |           | Race #3 @ Trollhaugen  | Bus #3         |                          |              |        | o Roosevelt to Troll or Wild           |          |
| JAN        |           | Race #4 @ Wild Mountain  |                |                          |              |        | s High School, 2 leave after drop at s | ki area  |
| JAN        |           | Race #5 @ Trollhaugen  | rtotain tiip   | 011 <b>0</b> 540 11111 9 | 0 10 00011 1 | tapiat |  | Ti di da |
| U/AIN      | 21        | Transcription and the second   |                |                          |              |        |  |          |
| Invitos /  | 2)<br>    |  |                |                          |              |        |  |          |
| Invites (2 | <u>-)</u> | Wild Mt Invito 1 has Depart Cons                                     |                |                          |              |        |  |          |
|            |           | Wild Mt. Invite 1 bus Depart Coon<br>Rapids at 7:00 AM - 5PM to Wild |                |                          |              |        |  |          |
| DEC        | 17        | Mt   | 7:00 AM        |                          |              |        |  |          |
|            |           | MLK Invite @ Trollhaugen Depart                                      |                |                          |              |        |  |          |
| -JAN       | -17       | from CR at 7am - 4 pm 1 bus  | 7:00 AM        |                          |              |        |  |          |
| JAN        |           | Welch Invite 7am - 4pm 1 bus   | 7:00 AM        |                          |              |        |  |          |
|            |           | ,  |                |                          |              |        |  |          |
| Overnigl   | ht        | I  |                |                          |              |        |  |          |
|            | Ì         | Section Practice at Giant's Ridge 1                                  |                | <u> </u>                 |              |        |  |          |
| FEB        | 3         | bus, Depart from CR  | Depart 5:30 AM |                          |              |        |  |          |
| FEB        |           | Section 7 Ski Meet at Giant's Ridge                                  |                |                          |              |        |  |          |
|            |           | 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -                              |                |                          |              |        |  | L        |