



ANOKA-HENNEPIN
SCHOOLS
A future without limit

Request for Quotation:

#22538Q

Furnish and Deliver of CNP Uniforms

Due by:
Thursday, July 14, 2022
3:00 p.m. Local Time

Anoka-Hennepin Schools
Purchasing Department
2727 N Ferry St. Anoka, MN 55303
763-506-1300
purchquotes@ahschools.us

PART 1 - GENERAL INSTRUCTIONS

1.01 INVITATION

Quotations will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Entrance #1, Anoka, MN, 55303 until 3:00 p.m. LT on Thursday, July 14, 2022, to furnish and deliver Child Nutrition Program uniforms, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

Anoka-Hennepin School District is requesting quotations from vendors to furnish and deliver Child Nutrition Program Uniforms, which are purchased by the Child Nutrition Program for approximately 300 Child Nutrition Staff.

Anoka-Hennepin School District is one of the larger public school districts in Minnesota. It is comprised of over 50 schools, leased sites and administrative buildings. The District is located in two counties, 13 Minnesota communities, and encompasses approximately 5 million square feet of building space. The District serves approximately 37,000 students

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

1.03 DEFINITIONS

The Terms:

- **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 quotation in response to this RFQ
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this quotation.
- **RFQ** means Request for Quotation

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

"22538Q" Furnish and Deliver Child Nutrition Program Uniforms

Attn: Tiffany Audette/Purchasing

and a notation "Quotation Enclosed – Do Not Open until **Thursday, July 14, 2022, at 3:00 p.m. LT.**

The quotation 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

Email to purchquotes@ahschools.us

B. Multiple Submissions – Not Applicable

C. Delivery Response

Quotations 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. Opening

Quotations are due on Thursday, July 14, 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 and, as such, will be kept confidential.

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 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 may be rejected.

All submissions received after the quote opening time identified in Section 1.01 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.

Vendors must submit all quotations on the District's forms. Quotations submitted on company forms may 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 #22538Q Released	Wednesday, June 22, 2022	
Questions due from Vendors	Thursday, June 30, 2022	4:00 p.m. LT
Responses due to Vendors	Thursday, July 7, 2022	4:00 p.m. LT
Quotation #22538Q Due	Thursday, July 14, 2022	3:00 p.m. LT

L. Quotation Security/Bid Bond – 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 PurchQuotes@ahschools.us by 4:00 p.m. on Thursday, June 30, 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 Thursday, July 7, 2022.

P. Deviation from Specifications

Where certain makes, types, and sizes are specified, it is not the intent to discriminate against any approved equal but is intended to inform the Vendor of the function and general quality in which the District is interested.

The use of company names when referring to styles are for the descriptive purposes only and are not intended to be restrictive. Materials and items referred to in this quotation should be available to all Vendors.

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 quotes 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. All substitution requests will be reviewed, and approved substitutions will be addressed in the addendum.

Q. Alternate Products/Samples Required

The District requires samples to be submitted for any products not exactly matching the current products listed on Attachment B. Samples must be provided at the time of the quotation submission. Failure to provide samples, as requested, may result in disqualification of the quotation. Alternate products must match the style, color and size offerings should be equal to the description in the quote items list. The samples should be provided at no charge to the District.

Should the Vendor wish to have the samples returned following the evaluation period, the quotation submission must be accompanied by prepaid shipping labels for this purpose. **Refer to Part 2 for specific details.**

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 BASIS OF AWARD

A. Award

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

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

The District will be the sole and final authority in determining the successful Vendor. The District reserves the right to waive any informality in the quotations when such waiver is in the interest of the District.

1.06 CONTRACT

A. Contract Period

The contract resulting from this quotation will be for a one-year term, with the option to renew for three (3) additional years in twelve-month increments. The initial contract will begin upon award and end on July 31, 2023.

B. Contract Pricing

Contract pricing must remain firm for the full contract period. All costs associated with delivery of contract items must be included in the contract unit price. No additional charges are allowable in this contract.

Unit Pricing must reflect (as applicable) uniform embroidery, screen-printing, packaging and delivery to the District's Distribution Center located at 2727 N Ferry Street, Anoka, MN. The prices listed must remain in effect for the first-year contract period.

Current catalogs and/or current itemized price lists must be submitted at the time of contract renewal for review.

C. Escalation Clause

Vendors must provide the maximum escalation percentage for each contract renewal period (Part 3). 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 May.

D. Contract Review

Upon request, the District will meet with the Contract Vendor annually during the month of May to review the contract resulting from this quotation.

E. Contract Renewal

The District reserves the right to renew this contract for three (3) additional years in twelve-month increments, at the same terms and conditions upon mutual agreement of the contracting parties.

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. Contract 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

The Contract Vendor will submit detailed, by site location, monthly and year-end usage reports for contracts one or more years in duration. Each report must document all products provided (# of PO's filled, item usage, dollar amount, fill-rate, backorders, etc.). The Contract Vendor may meet annually with the Director of Purchasing and to review the contract. Reports must be submitted electronically via email to Buyer at purchasequotes@ahschools.us.

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 – Not Applicable

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 – Not Applicable

G. Prevailing Wage – Not Applicable

H. 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).

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 quotation. 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 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.

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 - Not Applicable

Q. Temporary Facilities - Not Applicable

R. Utility Clearances - Not Applicable

S. Use of the District Facilities - Not Applicable

T. Cleanup - Not Applicable

U. Special Controls - Not Applicable

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 – Not Applicable

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 orders authorized by the District for merchandise or services are initiated by a duly signed Purchase Order. The Contract Vendor shall not accept orders from the District without the benefit of a Purchase Order.

Purchase Orders will be faxed to the Contract Vendor. The Contract Vendor agrees to verify pricing, product description, and product availability and to fax back a confirming copy of the Purchase Order with any discrepancies noted and the expected shipping date for each item on the order within 24 hours of receipt of the order from the District.

All correspondence, including shipping labels, packing lists, and invoices, must reference the Purchase Order number.

If the Contract Vendor is unable to fulfill the Purchase Order under the terms of the contract, the District reserves the right to cancel the order in part or whole and purchase the merchandise on the open market. **Refer to Part 2 for specific details.**

B. Quantities

The estimate of quantities of each item shown in the quotation is approximate and is given only as a basis for calculation upon which the award is to be made. The District reserves the right to increase or decrease the number of units ordered.

C. Compliance with Laws and Debarment

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

Should the merchandise be delivered in an unacceptable condition, the District requires the Vendor to provide a return authorization and replacement for the merchandise, in a timely manner, without additional expense to the District. The District may return any unopened packages to the Contract Vendor with no restocking fee for 100% credit within thirty (30) days of receipt.

Any NON-customized uniform items, not worn or washed may be exchanged or returned to the Vendor with no restocking fee and for 100% credit within 30 days of receipt by the District.

Items that have been custom printed or embroidered will only be returned and exchanged if received defective.

E. Warranty

The Vendor warrants that the merchandise will conform to the District's description and any applicable specifications. The products quoted shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any standard warranty or Service guarantee given by the Vendor to the District or any warranty provided by law. Vendor shall perform any necessary adjustments and/or service calls necessary for peak performance of specified product at no additional cost to the District for the duration of the warranty period.

The Vendor shall warrant the product to be new and free from defects in material and workmanship. The awarded Vendor will work with the manufacturer, to repair or replace any products found to be defective. This warranty shall not apply to any product which has been subject to misuse, abuse, negligence, accident or unauthorized modification. Awarded Vendor shall process any warranty claims and update the District on the warranty within 5 business days.

F. Packing and Delivery

All product provided under this quotation shall be delivered, **F.O.B. destination – no shipping and handling charges allowed**, during District business hours, 7:00 a.m. to 2:00 p.m., Monday through Friday to the District Distribution Center located at 2727 Ferry Street North, Anoka, Minnesota, 55303, unless otherwise noted on the purchase order. Cost of delivery of the product is included in contract prices and delivery shall be made only as called for on duly signed Purchase Orders. The vendor is to assume all responsibility of transport of materials, including shipping schedules, freight charges, shortages, backorders, errors in quantities and/or qualities, damages in transit and any negotiations with freight carriers resulting from these discrepancies. The District will accept no responsibility for any items ordered, until such time as the material(s) specified are delivered, checked, and completely acceptable for use.

The Purchase Order Number must appear on all package-shipping labels. Items delivered in packages, cartons or crates are accepted only with the guarantee that upon the removal from such packaging, they are found to be in first class condition, without any defect, or they must be removed and replaced without additional charge to the District. Cartons not marked may be refused upon arrival or may be returned at the vendor's expense. Drivers must assist in unloading or a delivery may be refused. **Refer to Part 2 for specific details.**

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 District. **Please refer to Part 3.**

J. Progress Payments – Not Applicable

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.

- (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 QUOTATION

This quotation is for Child Nutrition Uniforms for approximately 300 staff. Staff purchase garments of their own choosing from the list of items on Attachment B – Specifications and Pricing, with the District contributing up to the limits listed in Section 2.02, A 2.

2.02 UNIFORM FITTING AND ORDERING PROCESS

A. Individual Employee Orders

1. The District will provide a District Order Form to each employee.
2. The District will pay up to \$110 for each CNP employee uniform order. (The dollar amount is subject to contract negotiation and could change during the term of any contract resulting from this request for quotation.)
3. This is a one-time order that the District will pay \$110 of the total amount.
4. The Vendor would be responsible for collecting any money from the employee that exceeds the \$110 portion that the District will be invoiced for.
5. The Vendor will only provide the styles and colors as specified on the order form.
6. Only contract items qualify for the District’s portion of the payment.
7. Any items invoiced to the District that are not contract items will be exempt from payment by the District.
8. Throughout the contract period, additional orders may be placed for new employees. These orders will be initiated by a duly signed purchase order.

B. Garment Fittings

Current Child Nutrition Staff will order uniforms once a year, generally in late spring, for August delivery. New employees will order on an on-going basis throughout the year.

1. If the vendor has the ability to provide fitting sessions at your place of business, please state your business hours in Section 3.09 and indicate if appointments are required.
 - a. If in person fittings are the only option for staff to see uniforms and sizes, your place of business may not be farther than 10 miles from the district boundary lines, and you must have afternoon days and times available for staff to visit.
2. If the vendor does not have in person fitting times, or if your business is located further than 10 miles from the district boundary lines, samples of all items available for purchase will be provided to the CNP department, at no charge, for staff to see. This includes, but is not limited to, all sizes and styles available. A representation of additional colors must be provided to the CNP Department.
 - a. If additional samples or replacements are required, this will be communicated by the CNP Director or designee to a representative selected by the vendor.
 - b. If a new product or uniform style replaces the current uniform, new samples will be provided at no charge to the CNP department.
3. Forms/ Online/ Submission
Vendor must explain their online ordering system, if applicable. Please see Part 3 for further information.

C. Guidelines for fittings sessions:

1. Vendor must provide a sample of all sizes and styles for each garment specified on the quote form for employees to view and try on. A representation of all colors must be made available for each staff member.
2. Each garment must be clearly marked with the contract price.
3. If the Vendor is offering shoes, they will display shoe sell sheets and pricing information (samples are preferred but not required)
4. If items are ordered during a fitting session, the Vendor will complete the District Order Form for each employee, supplied by the District (a sample is included with this quote – please refer to Attachment C).
5. Vendor will collect any amount due from the employee and provide the employee with a written receipt.
6. Vendor will submit all completed District order forms to the Child Nutrition Program, 2727 North Ferry Street, Anoka, MN 55303 in an envelope labeled UNIFORM ORDERS within five business days of the close of the initial spring fitting session, and within two business days of ongoing individual employees' fitting session.

2.03 EMBROIDERY

All shirts and jackets will be embroidered with the District logo on the right sleeve in a single color. A scale copy of the logo is Attachment D. The cost of embroidering the logo should be included in the price of the garment stated on Attachment B - Specifications and Pricing.

Some shirts and jackets may be embroidered with additional titles and names in the same single color as the District logo. The additional cost of this embroidery should be listed separately in Section 3.05.

Embroidery mock up(s) must be approved before proceeding. Thread color will be determined after contract award.

As requested in Section 3.04, the Vendor is to explain if there is an initial set up charge for the logo to be embroidered on those products specified in Attachment B.

2.04 PACKING AND DELIVERY

All merchandise shall be delivered to the District Warehouse, F.O.B. Destination-no freight allowed, during hours 7:00 a.m. to 2:00 p.m. LT, Monday through Friday, excluding District holidays. All deliveries must be scheduled in advance with the Distribution Center Supervisor, at 763-506-1314. Drivers must assist in unloading or a delivery may be refused.

Merchandise will be accepted only upon the guarantee that when removed from the packaging it is found to be in new condition, without any defects.

Each order must be packaged separately in a re-sealable clear plastic bag with its own detailed packing list. The packing list must indicate the purchase order number, the employee's name, and the employee's school. In addition, a copy of the District Uniform Order form must be included with each employee's order. Refer to Attachment C for the District Uniform Order form. The Vendor must box orders by school. Each box must have its own bill of lading that indicates which purchase orders are included in that box. Boxes not marked may be returned at the Vendor's expense.

Orders placed during initial spring fitting time are expected to be delivered to the District no later than the second Friday of August. All ongoing purchase orders faxed to the Vendor are expected to be delivered to the District within 30 days. 100% fill rate is expected. This includes both current and new employee purchases. The District will not accept partial orders without prior approval, and backorder documentation must come with or precede the order. The backorder documentation will be a hard copy that states the purchase order number, what is back ordered, how many are backordered and the expected delivery date. This documentation can be emailed PurchOrders@ahschools.us to Anoka-Hennepin School District #11, 2727 North Ferry Street, MN 55303. If an item is going to take longer than 30 days to be delivered, a suggested substitute should be sent to the CNP office for approval.

Should a garment be discontinued during the contract period, the Vendor must notify both the CNP and Purchasing Departments. The Vendor should be prepared to offer alternatives to the discontinued item. Items may be added to or deleted from the contract upon mutual agreement of the Vendor and the District's CNP Director or Representative.

2.05 ADDITIONAL CHOICES AND ALTERNATE ITEMS

The descriptions of items listed in Attachment B, are intended to inform the Vendor of the function and general quality of product. It is not our intent to discriminate against equal products. All Vendors who wish to quote an alternate product must follow the instructions provided in Section 3.03.

2.06 SAMPLES

All quotation submissions must be accompanied by a sample of the proposed style of shirt, pant, apron and shoes, unless the Vendor is quoting the EXACT manufacturer brand and style as specified in Attachment B. Alternate products must match the style, color and size offerings and should be equal to the description in the quote items list. These samples must be provided at no charge to the District. Should the Vendor wish to have the samples returned following the evaluation period, the quotation submission must be accompanied by prepaid shipping labels for this purpose.

2.07 RETURNS

Should the merchandise be delivered in an unacceptable condition, the District requires the Vendor to provide a return authorization and replacement for the merchandise, in a timely manner, without additional expense to the District.

Any uniforms not worn or washed may be exchanged or returned to the Vendor with no restocking fee and for 100% credit within 30 days of receipt by the District.

Any NON-customized uniform items, not worn or washed may be exchanged or returned to the Vendor with no restocking fee and for 100% credit within 30 days of receipt by the District.

Items that have been custom printed or embroidered will only be returned and exchanged if received defective.

PART 3 - QUOTATION FORM

When providing additional information or documentation for any of the questions listed below, please reference the page and section number on the top of each sheet.

3.01 QUOTATION PRICING

Vendors are asked to provide pricing for all items listed on Attachment B – Specifications and Pricing. Vendor’s attention is called to the fact that the quantities of each item shown are an estimate and are given only as a basis upon which the award calculation is to be made. The right is reserved by the District to increase or decrease the number of units ordered. Pricing should reflect delivery to one location, the District’s warehouse located at 2727 N Ferry Street, Anoka, MN.

A. Provide unit prices for all items listed Attachment B – Specifications and Pricing. This is a protected Excel file that will automatically calculate totals for you. This pricing must include embroidery of the District logo in a single color.

B. Would pricing be different if deliveries are made directly to individual District sites? Yes___ No___

If yes, please explain, using an additional sheet, if necessary.

3.02 MAXIMUM ESCALATION

Documentation of manufacturer price increases must be provided to the District prior to increases. Increases may only occur at the time of contract renewal. Please indicate the maximum price escalation for each of the contract periods listed below.

2023-24 _____% **2024-25** _____% **2025-26** _____%

3.03 ADDITIONAL CHOICES AND ALTERNATE ITEMS

As referenced in Section 2.06, if you plan to quote alternate items for those listed in Attachment B, the style, color and size offerings should be equal to the description in the quote items list. Samples must accompany your quote, at no additional charge to the District. Samples will be used for testing and evaluating purposes only.

Samples need to be clearly identified with:

- the line item number matching the one in the quote items list
- your stock number
- the manufacturer’s item number
- your company name, contact, and contact phone number
- Additional color and size options that are available year round
- A sell sheet for every offered substitute

3.04 EMBROIDERY SET UP CHARGE

Please state if your company has a one-time set up charge. Please refer to Attachment D.

Yes___ No___

If so, what is the cost. \$ _____

3.05 EMBROIDERY OPTIONS

Please provide the price per shirt or jacket of adding a static word or words, such as a title, on each chest and sleeve of shirt or jacket.

\$ _____

Please provide the price per shirt or jacket of adding a name on each shirt.

\$ _____

3.06 UNIFORM FITTING SESSIONS

Please complete the information below as requested in Section 2.02 B.

How much time will you need to be prepared for a fitting session following the contract award?

Each style must have at least one of each size and one of each color. For example, for the polo style 6500, the Contract Vendor would bring one each of the nine (9) sizes to include at least one each of the five (5) color choices.

- 1) Is it possible to hold fitting sessions at your place of business? Yes ___ No ___
- 2) Is your business located within ten (10) miles of District boundaries? Yes ___ No ___

Complete the following information only if you answered yes to both questions 2 and 3 above.

Please provide your hours of business:

M ___ - ___ T ___ - ___ W ___ - ___ Th ___ - ___
 F ___ - ___ Sa ___ - ___ Su ___ - ___

- 3) Are appointments required? Yes ___ No ___

Appointment Contact Name: _____

Appointment Contact Phone: () _____ - _____

3.07 PROMPT PAYMENT DISCOUNT

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

Yes ___ No ___

Indicate prompt payment discount _____

3.08 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 ___

3.09 ONLINE ORDERING SYSTEM

Please explain your online ordering system.

3.10 DISTRICT VENDOR 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 Vendor must notify the district immediately of any changes in support staff.

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

3.11 REFERENCES

(If this portion is not completed the District may request this information before any award.)

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 quotation for consideration and acknowledge that all 19 pages of the Request for Quotation 22538Q for Furnish and Deliver Child Nutrition Program Uniforms, and 3 pages of Attachment B – Specifications and Pricing, 2 pages of Attachment C – District Uniform Order example, and 1 page of Attachment D – AHSD Logo have been received and agree to the terms contained therein.

SIGNED: _____

NAME: _____
(Type or print)

TITLE: _____

VENDOR NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____ FAX: _____

ADDENDA

Receipt of the following Addenda to the quotation documents and their costs being incorporated in the quotation is acknowledged:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

**A COMPLETE QUOTE SUBMISSION
MUST INCLUDE THE FOLLOWING:**

___ Quote Form (Part 3)
___ Signed Acceptance (Part 4)
___ Affidavit of Non-Collusion (Attachment A)
___ Quote 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 Quote 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 quotes; and

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

Authorized Signature: _____

Date: _____

Firm Name: _____