



ANOKA-HENNEPIN
SCHOOLS
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Request for Bids

#23058B

**Snow Plowing and Removal Services
for Regions 4**

Due by:
Thursday, June 22, 2023
2:00 p.m. Local Time

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

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT #11

CALL FOR BID

Request for Bids 23058B – Snow Plowing and Removal Services for Regions 4

Bids due by 2:00 p.m. Local Time (LT) on Thursday, June 22, 2023.

By order of the School Board of Anoka-Hennepin Independent School District #11, sealed Bids for Snow Plowing and Removal Services for Regions 4 will be received in accordance with the specifications prepared by the Anoka-Hennepin Independent School District #11 until 2:00 p.m. LT, on June 22, 2023, at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bid must be checked in at the reception desk located at Entrance #1. Social distancing will be practiced.

The following project dates have been established: Bids issued Thursday, June 1, 2023. Closing date for vendor questions is Tuesday, June 13, 2023, by 4:00 p.m. LT, Responses to Vendor questions issued by Thursday, June 15, 2023, by 4:00 p.m. LT. Bid opening is Thursday, June 22, 2023, at 2:00 p.m. LT.

Specifications may be examined or obtained at the Anoka-Hennepin Independent School District #11, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 10:00 a.m. and 2:00 p.m. LT or by calling the Purchasing Department at 763-506-1300.

No vendor may withdraw their Bid within sixty (60 days) after the scheduled closing time for the receipt of Bids. The School Board reserves the right to reject any or all Bid or parts of Bid and to waive informalities in the Bids.

ANOKA-HENNEPIN
INDEPENDENT SCHOOL DISTRICT #11
CLERK OF THE SCHOOL BOARD

Jeff Simon

To be published in Sun Publisher on Thursday, June 1, 2023, and June 8, 2023.
To be published in ECM Publisher on Friday, June 2, 2023, and June 9, 2023.

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin Independent School District #11, 2727 North Ferry Street, Anoka, MN, 55303 until **2:00 p.m. LT on Thursday, June 22, 2023, to provide Snow Plowing and Removal Services for Regions 4**, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

Anoka-Hennepin Independent School District #11 is requesting bids to establish contracts for **Snow Plowing and Removal Services for Regions 4**. The bids must include all of the equipment, materials, and labor required to perform the snow removal services as outlined in the specifications of this Request for Bid. For more information about Anoka-Hennepin Schools, please view our website at www.ahschools.us.

1.03 DEFINITIONS

- **District** refers to Anoka-Hennepin Independent School District #11 and any department or board of the School District.
- **LT** means Local Time
- **Vendor** means the company submitting a bid in response to this RFB
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this bid.
- **RFB** means Request for Bid

1.04 INSTRUCTIONS

A. Response Preparation

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

Vendor Name

23058B – Snow Plowing and Removal Services for Regions 4

Attn: Tiffany Audette, CPPB / Purchasing

Bid Enclosed – Do Not Open until at 2:00 p.m. LT on Thursday, June 22, 2023.

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

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally, hand delivered

B. Multiple Submissions – Not Applicable

C. Delivery Response

Bids must 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 the receptionist at Entrance #1.

D. Bid Opening

Bids will be opened and read aloud immediately after the specified time of closure for the bidding period. This will be conducted live, through the use of the Google Meet platform. Those interested in attending the bid opening may do so virtually by utilizing the link below or by calling the phone number provided:

Thursday, June 22, 2023, at 2:00 p.m. LT
23058B Snow Plowing Regions 4

Google Meet joining information.

Video call link: <https://meet.google.com/mca-axwg-kus>

Or dial: (US) +1 508-784-6026 PIN: 744 937 246#

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

E. Late Bid Submissions

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

F. Editing of this Document

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

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

G. Withdrawal of Bid

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

H. Vendor Responsibility

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

I. Incurring Costs

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

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

J. Disclosure of Data

According to state law, the content of all bids and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFB, both the selected bid and the bid(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

K. Timeline

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

Description	Date
Bid #23058B Released	Thursday, June 1, 2023
Questions due from Vendors	Tuesday, June 13, 2023, by 4:00 p.m. LT
Addendum due to Vendors	Thursday, June 15, 2023, by 4:00 p.m. LT
Bid #23058B Opening	Thursday, June 22, 2023, at 2:00 p.m. LT

L. Bid Security

A bid security in the form of a bond, certified check, or cashier's check equal to five thousand dollars (\$5,000), made payable without recourse to the District, must be submitted with the bid. No other form of security will be accepted. The bid security in the form of a bond, certified check, or cashier's check will be returned to all but the successful vendor within 10 days after the bid is awarded by the Board of Education of the District.

M. Affidavit of Non-Collusion

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

N. Pre-Bid Meeting – Not Applicable

O. Inquiries Regarding Bid

All inquiries concerning this RFB must be submitted via email to Purchquotes@ahschools.us by 4:00 p.m. local time on Tuesday, June 13, 2023. 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. local time on Thursday, June 15, 2023.

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 appears in this document.

T. Interpretations and/or Clarifications

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

U. Vendor Interviews – Not Applicable

1.05 BASIS OF AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the snow plowing and removal services for each designated region as detailed in this RFB. 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 and equipment prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract. Past performance with the District will be taken into consideration.

Refer to Part 2, 2.02 Vendor Qualifications for additional information.

B. Award

An award shall be made for each region to the qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

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

The District will be the sole and final authority in determining the successful Vendor. Refer to Part 2, 2.03 Award for additional information.

1.06 A. Contract Period

The initial Contract period will commence upon award and receipt of signed contract and continue through June 30, 2024.

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.

C. Escalation Clause

Vendors must provide the maximum escalation percentage for each renewal period contract (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

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

E. Contract Renewal

The District reserves the right to renew the contract for three (3) additional years (12-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. 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 modification or cancelation of the contract.

H. Reimbursement of Liquidated Damages

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

I. Vendor Financial Stability

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

J. Contract Reports – Not Applicable

1.07 ADDITIONAL CONTRACT TERMS

A. Bonds and Insurance

Performance Bond: 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 \$25,000. A 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.

Commercial Automobile Liability Insurance: The Vendor may 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 amount will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

The Vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

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 a 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, 3.07.

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

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

The Responsible Contractor act verification form is in Part 3.

In determining the "lowest responsible bidder," the School District will evaluate a bidder's responsibility, or lack of responsibility, by (a) its demonstrated compliance with Minnesota's responsible contractor requirements contained in Section 16C.285 of Minnesota Statutes; and (b) references it supplies to the School District which relate to the quality of its performance, management, expertise, responsiveness and timeliness, and its successful completion of work of similar complexity and time restriction. The School District may consider the quality and timeliness of a bidder's performance of work for the District in determining whether the bidder is "responsible."

G. Prevailing Wage – Not Applicable

H. OSHA

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

I. Safety

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

J. District Policies and Procedures

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

K. Security Compliance on District Property

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

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

L. Hold Harmless

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

M. Force Majeure

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

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

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

N. Duties to Mitigate

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

O. Discrimination

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

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

P. Infringement on Adjoining Property - Not Applicable**Q. Temporary Facilities - Not Applicable****R. Utility Clearances - Not Applicable****S. Use of the District Facilities**

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

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

T. Cleanup

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

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

Individuals skilled in work of this type shall execute all work in a thorough, professional manner. The vendor shall make good all damages resulting from this work at no additional cost to the District.

Z. After hours Costs- Not Applicable

AA. 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 – Not Applicable

B. Quantities – Not Applicable

C. Compliance with Laws & 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 – 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 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 for individual sites will not be accepted. Invoices may include billing for one or multiple regions with no breakdown of individual sites.

Billing - Regions may have more than one city with varying snowfall totals. If the region contains more than one city, it must be billed by an average of the snowfall total. Example: Coon Rapids receives 6.2 inches and Blaine receives 5.6 inches, the average snowfall would be 5.9 inches and billed as a 4.1-6inch snowfall. If more than one snowfall total for a city is given in the snowfall totals, then the higher of the two amounts should be used.

Invoices must be submitted for the total amount by region. Invoices should be mailed direct to the Buildings and Grounds Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

Vendors must indicate if a prompt payment discount is available, and if payment will be accepted by credit card (P-Card) at no additional cost to District. Please refer to Part 3, 3.06.

Refer to Part 2, 2.10 for Post Inspection Payment.

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

J. Progress Payments

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

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

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

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

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

K. Non-Appropriation

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

L. Data Privacy

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

M. Return of Data

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

The purpose of this Bid is to enter contracts with Vendors who have proven experience relating to the scope of this bid. Service providers will be on call 24 hours per day, seven days per week, providing equipment and labor to address all snow, ice, and snow drifting events according to the specifications listed below for the District site locations listed in Attachment C.

2.02 VENDOR QUALIFICATIONS

In addition to the information provided in Part 1, 1.05 (A), the Vendor must have had a minimum of three (3) years, previous Commercial/Institutional experience and possess the labor and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

2.03 AWARD

Contracts will be awarded for each designated region in their entirety. Awards will **NOT** be made by individual sites. Snowfall events from 2019-2020 will be utilized to calculate the lowest bid for contract award of that region.

The District reserves the right to limit the maximum square footage to be awarded per Contracted Vendor. The maximum square footage that will be awarded to any single vendor is 2.5 million square feet. Vendors may bid and be awarded multiple contracts if the sum of the square footage of all contracts does not exceed the maximum.

2.04 EXPERIENCE AND OPERATIONAL PLAN

Vendors must describe their capabilities to provide the services requested in this bid by providing the following:

- A description of Vendor's experience in Snow Plowing and Removal Service.
- Staffing and operational plan, including use of any subcontractors and description of equipment to be used.

2.05 SNOW REMOVAL EQUIPMENT

Snow removal is to be done using standard acceptable industry practices. Vendor accepts all responsibility to have and utilize the proper equipment & labor to address all District locations and needs.

- All vehicles must be properly equipped with safety notification equipment (amber lights, etc.)
- All vehicles including sub-contractor vehicles must be clearly marked to properly identify the represented snow removal company.

As requested in Part 3 of the Bid, Vendors are to provide a complete list of snow removal equipment per site proposed for use under a resulting contract. Include the make, model, and year of all equipment listed.

2.06 EVENTS

Vendors awarded a contract resulting from this bid will be expected to be on call 24 hours a day, seven days a week to manage the following events:

A. Snow Event

A snow event is a single accumulation of snow that begins and ends without a two-hour break and needs removal. The snowfall amount for any snow event will be determined by readings made by WeatherWorks (<http://www.weatherworksinc.com>). This source is utilized by the District and will be required by the contractor to recognize this accumulation resource for invoicing. Vendors are to indicate compliance to this requirement in Part 3.

An example of a snow event is:

- Snowfall begins at 3:00 AM and accumulates for 4 ½ hours. Whatever the snowfall total is in inches, would be the event pricing.
- If new snowfall begins within 1 hour and 59 minutes of the end of the original snowfall, the Snow Event would be considered one event.
- If a second snowfall begins 2 or more hours after the first snowfall ends, this would be considered a “new event” and would be billed as a separate event based on the above snowfall amount in inches of the new event.

In the event snow falls or continues to fall throughout the day, the contractor must be available to do driving lanes, driveways, or full site cleanup if called to do so. If this is needed the District will contact the contractor.

The contractor must have all loading dock areas, parking lots, paved trails, and asphalt playgrounds cleared (1” or less of accumulation) by 6:00 A.M. In the event of continuing snowfall, removal will continue until the site is clear or the building supervisor, or site and grounds supervisor agree the sites are safe. The snow removal contractor may be recalled for additional snow removal if the site becomes unsafe.

In the situation where a site has not been plowed by 6am as required in this contract, the District reserves the right to immediately employ a service plow as needed. These services will be paid for by the district and charged back to the responsible contractor. This must be provided as a credit on the next billing cycle. That credit will be based on the square footage listed on the contract for that site as a percentage of the total region. Example - Franklin Elementary is 23,130 sq ft of the total 134,203 of region #7. That square footage is 24% of the total square footage of that region. A credit for 24% of the total snowfall billing for the region would be included in the next billing cycle to pay for the replacement services rendered due to the failure to perform prior to the 6am requirement.

Sites may need to be plowed for the safe start of school or for other events including athletic events, church services, and community activities during a snow event. This means more than one plowing may be necessary for the same snow event and will not be billed as a separate event.

Move snow from parking lots to be pre-designated remote location to prevent ends of parking rows from being covered by mounds of snow. This process may be done by using a loader and dump truck, or comparable method, to ensure safe and timely removal. This snow must be placed at locations noted on the attached maps. We cannot lose parking spaces due to mounds of snow and no snow shall be piled in end caps where parking lot cross traffic will be impaired.

In areas where space is provided to pile snow for the entirety of the winter, it is the contractor's responsibility to push the snow back, as needed to ensure that it will provide space for future snowfalls will not encroach on paved surfaces. Some conditions like

unfrozen ground may limit the contractor's ability to initially push snow to these areas. It is the expectation that the snow is moved at no expense to the owner. Snow left on paved areas is required to be removed within 24 hours of initial notice. If snow is not removed from paved surfaces or left in undesignated areas beyond 24 hours, it will be removed at the contractor's expense. This cost will be provided to the contractor and must be provided as a credit in the next billing cycle.

Vendors are to provide pricing for snow removal, excluding salting, per the snow event definition noted above, using a 1.5" trigger, for the following events:

- 1.5" to 4"
- 4.1" to 6"
- 6.1" to 8"
- 8.1" plus - Snow amounts greater 8" will be invoiced as a combination of the above increments.
 - For example: a 14" snowfall would be invoiced as a 6.1" to 8" event plus a 4.1" to 6" event.

Provide pricing to do only the driveways while school is in session as a stop gap until the lots can be addressed in full.

B. Ice Event

An ice event is an accumulation of precipitation that cannot be removed by plowing, blowing, or shoveling, without first applying salt or an ice melt. This will be priced as a unit labor and materials rate event.

Salting for an ice event, (salt/ice-melt must be MNDOT and EPA approved and must be environmentally friendly to minimize damage to concrete, landscape, and wildlife).

C. Drifting Event

A drifting event results from wind-driven snow accumulation occurring outside of a snow event. This will be priced on an hourly rate event and not a measurable snow event. Areas typically impacted by a drifting event include:

- Parking lots
- Loading dock area
- Asphalt playgrounds
- Paved walking trails

2.07 DAMAGE TO DISTRICT PROPERTY

All property damage must be reported immediately. Any known damage to property must be reported to the Site and Grounds Supervisor within 24 hours of when it occurs. The District will have independent contractors make the appropriate repairs and will provide the quote to the responsible party for payment. This payment must be provided as a credit on the next billing cycle.

The Contractor will be required to make repairs to pavement, curbs, signs, fencing, posts, light poles, and grass due to damage caused by operations of snow removal equipment. It is the contractor's responsibility to verify the locations of curbs, signs, utility ground boxes, manholes, and other property that may be damaged during snow removal prior to snow cover.

The District reserves the right to determine the time requirement for the completion of these repairs although the completion date will be no later than May 1 of the same season. Repairs must be performed by contractors approved by the District and must comply with insurance and prevailing wage requirements.

2.08 DISTRICT MAP, REGIONS, AND SITES

An overall District map is provided in Attachment D. The District has been separated into ten regions. Attachment C lists the Region 4 sites to be serviced under this bid, and includes the site name, address, and square footage for each. The approximate Square footage of sites has been provided and must be verified by the contractor. Individual maps for each site, with pinpoints showing the locations where snow must be moved to, are included in Attachment E.

2.09 BID PRICING

Vendors shall submit pricing for snow, ice, and drifting events, along with hourly rates for snow blowing and off-site hauling of snow on Attachment B – Bid Pricing. Prices are to be provided by Regions. Vendors must include pricing for all sites listed within the region, no partial region awards will be made.

If unforeseen conditions exist where additional work may be required outside of the detailed events, please state your hourly rate and markup over materials for time and materials pricing in Attachment B – Bid Pricing.

Markup of salt/ice-melt materials may not exceed 15% of purchase price, proof of purchase price will be required for payment.

In the occurrence of an event that does not require plowing for the entire region, the Contracted Vendor will be paid based on the percentage of square footage at the sites plowed.

2.10 POST INSPECTION PAYMENT

The District will hold all payments after March 1, up to 60 days, so a mutual post-season inspection can occur, and any plowing property damage can be remedied.

2.11 SITE MODIFICATIONS

The District reserves the right to add or remove sites within a region or make modifications to any site. Such action may result in a contract amendment. In this case, only the cost of the sites added to a region will be negotiated between the District and the Contract Vendor. All other terms and conditions, including prices for services at other sites or regions will remain the same.

PART 3: BID FORM

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

3.01 BID PRICING

Vendors are requested to use Attachment B for bid pricing. Any assumption in developing costs should be clearly documented. Vendors should note that the District is sales tax exempt.

3.02 SNOW REMOVAL EQUIPMENT

Vendors must provide a detailed equipment list along with the year and make of each vehicle used for snow removal, as detailed in Part 2, 2.05. (Attach additional pages as needed.)

3.03 VENDOR QUALIFICATIONS

Please provide documentation of your previous experience with projects comparable in complexity, size, and function as detailed in Part 2, 2.02. (Attach additional pages as needed.)

3.04 ESCALATION CLAUSE

Please indicate below the maximum annual percentage of increase, if any, on the products, equipment, and services proposed in 3.01 for subsequent contract periods. Documentation of manufacturer price increases must be provided to the District prior to increases. Increases may only occur at the time of contract renewal.

2024-25 _____% 2025-26 _____% 2026-27 _____%

3.05 EXPERIENCE AND OPERATIONAL PLAN

Please provide documentation of your previous experience with projects comparable in complexity, size, and function as requested in Part 2, 2.04. (Attach additional pages as needed.)

3.06 PAYMENT

Please indicate your prompt payment discount If offered (i.e., 2% 10, net 35) as in Part 1, 1.08 (I).

Indicate prompt payment discount _____

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

3.07 DISTRICT SUPPORT

As indicated in Part 1, 1.07 (C), the Vendor must provide contact information for the support personnel listed below to assure continuity of service and success of the contract. The Contract Vendor must notify the District immediately of any changes in support personnel.

Name**Email****Phone****CONTRACT REPRESENTATIVE:** _____**ACCOUNTS RECEIVABLE REP:** _____**REGION 4 CONTACT:** _____**3.08 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's 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 Contact Person and Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

3.09 RESPONSIBLE CONTRACTOR

a. Sworn Statement: I am the Owner or Officer (as defined by Minnesota Statutes 16C.285) of the prime contractor. And as the prime contractor, responding to this solicitation is in compliance with each of the minimum criteria in subdivision 3 of Minnesota Statute 16C.285 at the time of submittal of this bid form.

b. Prime Contractor Company: _____

c. Owner or Officer Signature: _____

d. Owner or Officer Printed Name: _____

e. Date: _____

PART 4: ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____
to submit this bid for consideration and acknowledge that all 27 pages of the **Request for Bid 23058B
for Snow Plowing and Removal Services for Regions 4 , five (5) Attachment E for Regions 4,**
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 bid documents and their costs being incorporated in the bid is acknowledged:

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

A COMPLETE RESPONSE SUBMISSION

MUST INCLUDE THE FOLLOWING

- ___ Bid Form (Part 3)
- ___ Bid Security. (\$5,000 certified or Bid bond)
- ___ Signed Acceptance (Part 4)
- ___ Affidavit of Non-Collusion (Attachment A)
- ___ Bid pricing (Attachment B)
- ___ Snow Removal Equipment List (Part 3.02)
- ___ Vendor Qualifications (Part 3.03)
- ___ Experience and Operational Plan (Part 3.05)

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Authorized Signature: _____

Date: _____

Firm Name: _____

ATTACHMENT B – BID PRICING

Vendors must include total pricing for all sites, within the designated region.
No partial region awards will be made.

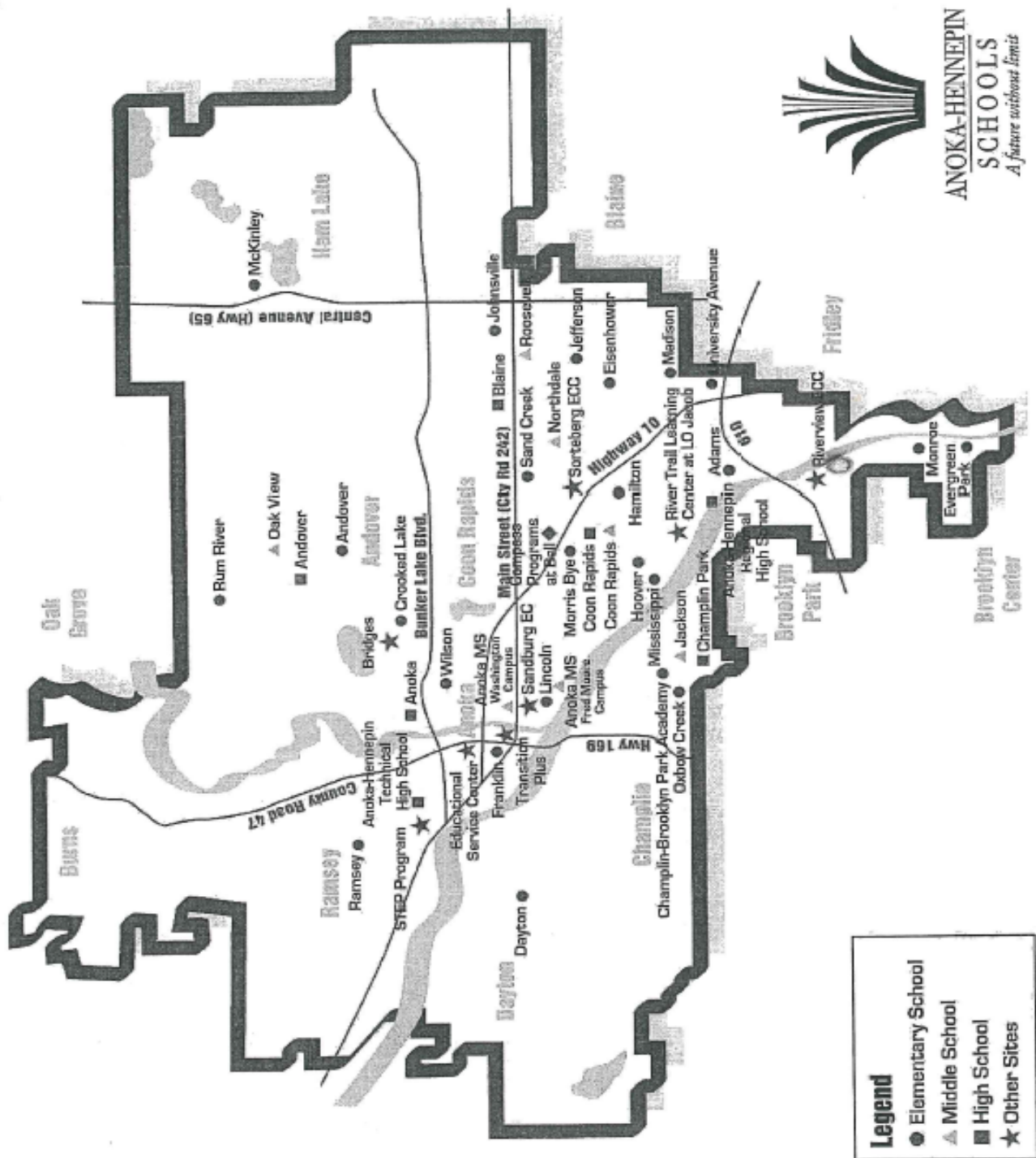
REGION 4

Line #	Service Description	2023 – 2024 Pricing
1	Snow Event: 1.5" to 4"	
2	Snow Event: 4.1" to 6"	
3	Snow Event: 6.1" to 8"	
4	Provide pricing for plowing driveways ONLY while school in session.	
5	Ice Event – Hourly rate plus equipment cost	
6	Drift Event – Hourly rate plus equipment cost	
7	Hourly rate for additional charges as detailed in Part 2, 2.09	
8	On site snow blowing - Hourly labor rate and equipment rate	

ATTACHMENT C – SITES

Buildings	Square Footage
Sunrise Elementary 12576 Lever Street NE Blaine, MN. 55449	195,220
Blaine High School 12555 University Avenue NE Blaine MN. 55434	568,533
Johnsville Elementary 991 125 th Avenue NE Blaine, MN. 55434	42,958
Roosevelt Middle School 650 125 th Avenue NE Blaine, MN. 55434	146,418
Blaine Early Childhood Center 13001 Central Avenue NE Blaine, MN. 55434	45,975
	999,104
REGION 4	Total

ANOKA-HENNEPIN SCHOOLS

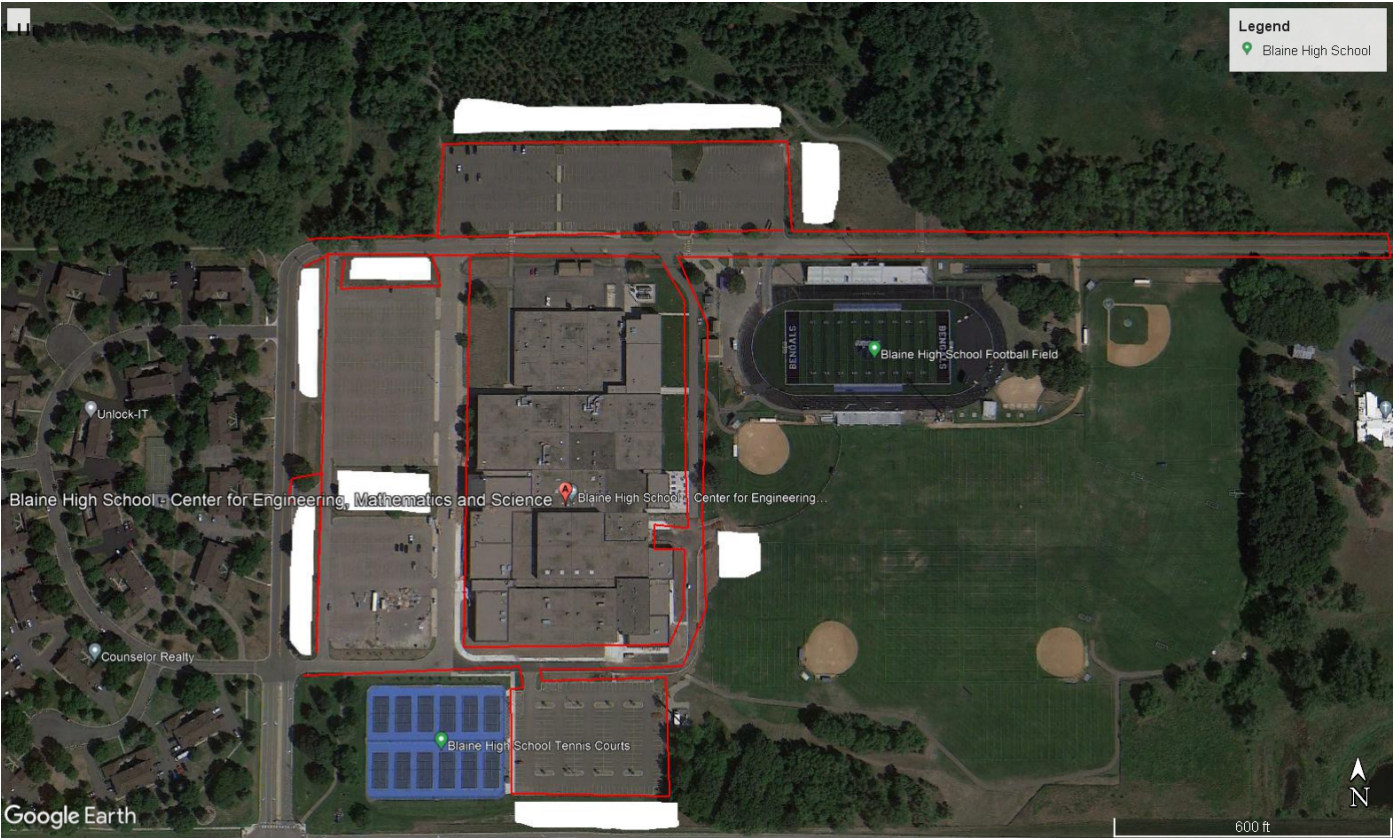


Attachment B - Region 4

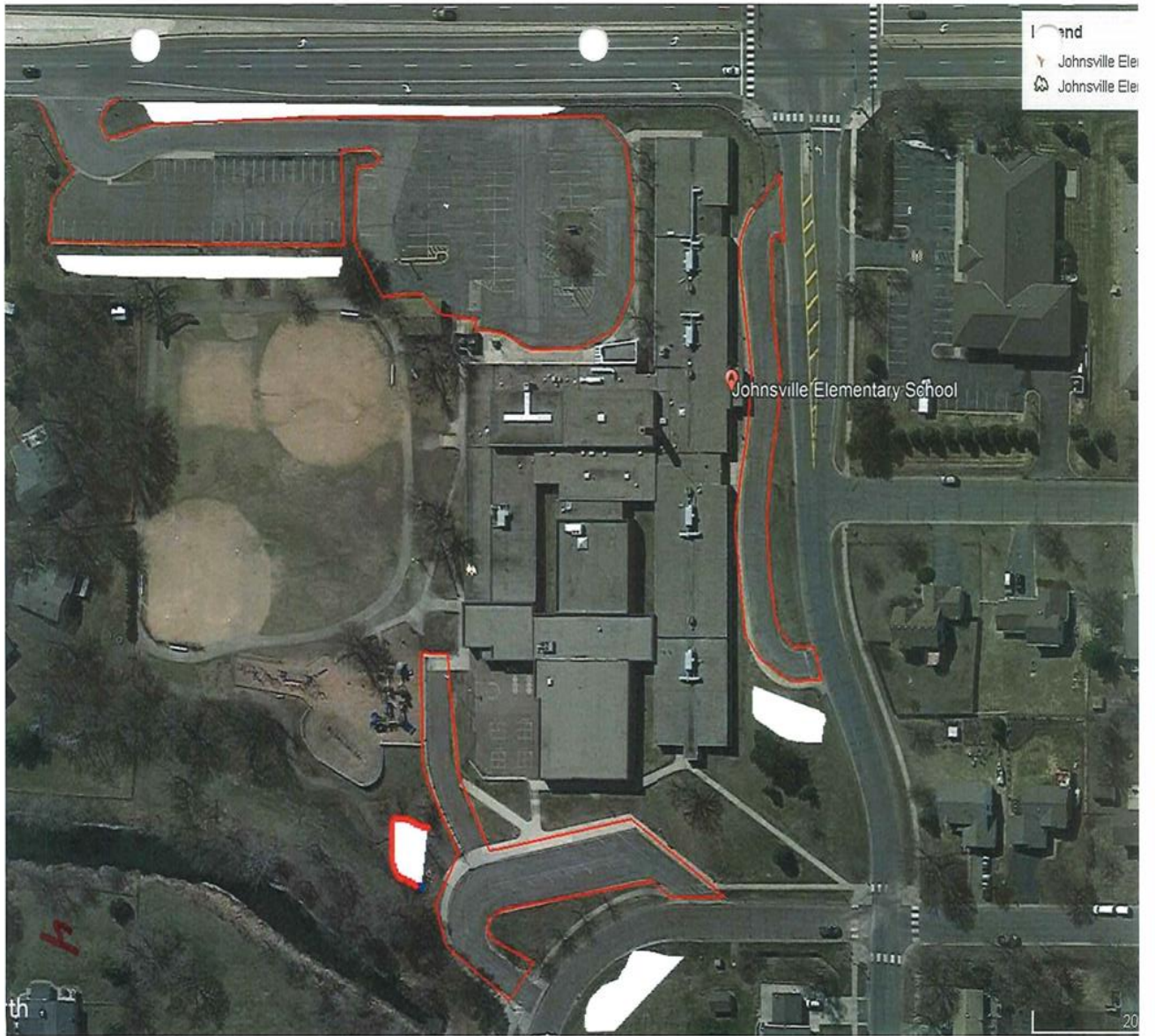
Sunrise Elementary



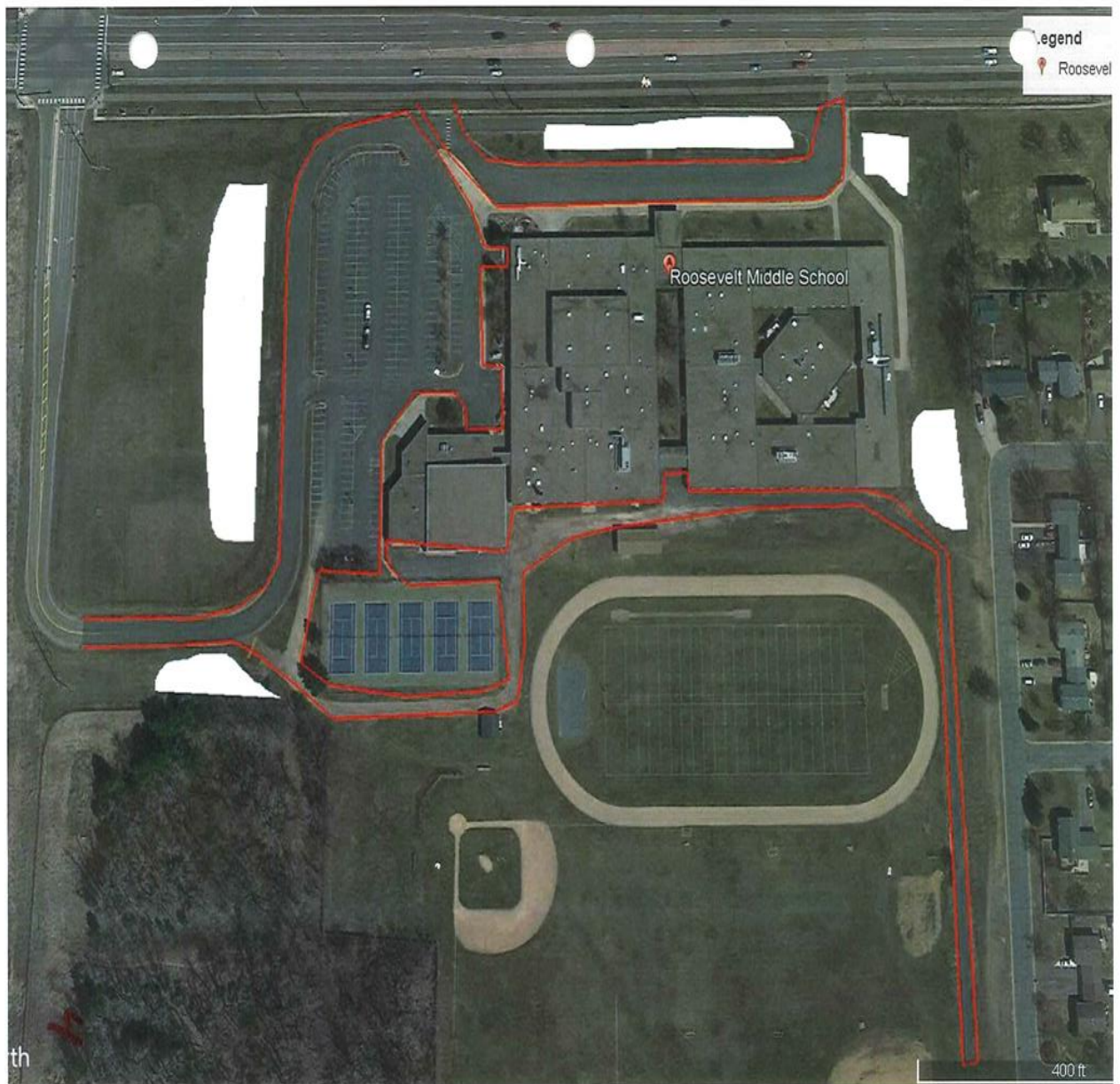
Blaine High School



Johnsville Elementary



Roosevelt Middle School



Blaine Early Childhood

