



ANOKA-HENNEPIN
SCHOOLS
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**Request for Quotations
23073Q
Glass Replacement Services**

Due: Thursday, June 8, 2023, at 3:00 p.m. Local Time

Issued by:

Anoka-Hennepin School District
Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303
Phone: 763-506-1300

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Quotations will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until **3:00 p.m. LT on Thursday, June 8, 2023**, for Glass Replacement Services, in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The District is seeking a Vendor that would act as a committed partner wanting to work with the District over the next four years for Glass Replacement Services throughout the District.

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

1.04 INSTRUCTIONS

A. Response Preparation

Vendor to submit one (1) original response physically or digitally. Physical submissions must be clearly labeled with:

Vendor Name

“23073Q” Glass Replacement Services

Attn: Tiffany Audette/Purchasing

and a notation “Quote Enclosed – Do Not Open until Thursday, June 8, 2023, at 3:00 p.m. LT.

Emailed quotes must be received by the email box purchquotes@ahschools.us with the subject line “Quote Enclosed – 23073Q.”

The quotation must be signed by an officer or other employee authorized to submit the quote. 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

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 the receptionist at Entrance #1.

D. Quotation Opening

Quotes will be due by Thursday, June 8, 2023, 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 quotes and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of quotes and/or proposals as scheduled. The due date and time, specified for the receipt of quotes 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 Quotation Submissions

The Vendor assumes the risk of any delay in the delivery of their quotation. Whether the quotation is sent by mail, or email or by means of personal delivery, the Vendor assumes responsibility for having their quotation clocked in on time at the location specified above. All quotation's received after the quotation opening time identified in Section 1.04 will remain unopened and be rejected.

F. Editing of this document

Modifications, additions, or changes to the terms and conditions of this document maybe cause to reject the quotation. Vendors must submit all quotations on the District's forms. Quotations submitted on company forms may be rejected.

This document must be submitted without any alterations or editing of any of the terms and conditions. Where you are required to submit information, there are blanks provided for you to fill in or you may add additional pages to your response. If your response submission is found to have any changes to the originally sent documents, your response may be considered fraudulent and be rejected.

G. Withdrawal of Quotation

A quotation, once delivered to the formal custody of the District, may not be withdrawn until after the quotes 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 quote, 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 quote.

Description	Date	Time
Quote 23073Q Released	Thursday, May 18, 2023	
Questions due from Vendors	Thursday, May 25, 2023	4:00 p.m. LT
Responses due to Vendors	Thursday, June 1, 2023	4:00 p.m. LT
Quote 23073Q Due	Thursday, June 8, 2023	3:00 p.m. LT

L. Quotation Security – Not Applicable

M. Affidavit of Non-Collusion

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each quote. **Please refer to Part 4: Acceptance.**

N. Pre-Quotation Meeting – Not Applicable

O. Inquiries Regarding Quote

All inquiries concerning this RFQ must be submitted via email to PurchQuotes@ahschools.us by **4:00 p.m. on Thursday, May 25, 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. on Thursday, June 1, 2023**.

P. Deviation from Specifications

The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict vendors to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which 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. Samples – Not Applicable

R. References

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

S. Uniformity

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

T. Interpretations and/or Clarifications

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the quote 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 Glass Replacement Services detailed in this RFQ. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities and equipment prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any quote 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, Vendor Qualifications for additional information.

B. Award

Award shall be made to the lowest, 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.

1.06 CONTRACT

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 year of the 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 April.

D. Contract Review

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

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 will 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 will contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor will 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.

The District shall not be liable for any Contract Vendor inventory in the event that this award is terminated by either party or in the event that renewal options are not exercised.

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: 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. 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 amounts 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 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

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

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

H. OSHA

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

I. Safety

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

J. District Policies and Procedures

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

K. Security Compliance on District Property – Not Applicable

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.

All Vendor personnel must wear an official identification badge issued by the vendor in an easily visible placard. The on-site technician assigned to support the District will be provided with an official District identification badge; this badge must be worn and visible at all times when the technician is working at District sites. The vendor will keep personnel screening records on file for any personnel under the resulting proposal. 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. Vendor must procure insurance coverage to the fullest extent of the indemnification requirement.

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 or 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 quote to enforce any of its terms (including all component parts of the Quote 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

This contract may be canceled or terminated by the School Board and all money due, or to become due under the contract may be forfeited for any subsequent violation of the terms or conditions of this contract.

P. Infringement on Adjoining Property

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

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

Q. Temporary Facilities

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

R. Utility Clearances - Not Applicable

S. Use of the District Facilities

Means of ingress or egress in the District buildings or offices shall not be blocked for any reason or hamper the normal operation of the building 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. Work involving significant amounts of noise, construction debris, etc., shall be performed while classes are not in progress. These times vary by site and should be negotiated in advance with the District Project Manager.

The vendor's materials, tools, supplies, or debris shall not be stored or allowed to accumulate in occupied areas (corridors, classrooms, office areas, etc.). The District assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the vendor's materials.

The vendor must propose to the District a definite schedule so the District can arrange for appropriate staffing. Any changes to the schedule must be approved by the District and submitted by the vendor no less than 24 hours before the anticipated change.

T. Cleanup - Not Applicable

The vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract before final inspection. Surplus materials and all cabling components shall be promptly removed from the site upon completion of the work. In case of undue delay or dispute, the District may remove rubbish, materials, and cabling components, and charge the cost to the vendor, with such action permissible by the District Project Manager 48 hours after a written notice has been transmitted to the vendor. Prior to final acceptance, the vendor shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the vendor's workmen and equipment.

U. Special Controls

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

V. Publicity and Advertising

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

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

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and

upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

X. Damage to District Property

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

Y. Material and Quality of Work

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

Z. After hours Costs - Not Applicable

AA. Third Party Acquisition of Company - Not Applicable

1.08 ORDERING PROCESS AND PAYMENT

A. Work Orders

All orders for Glass and/or Glass Installation to be initiated by the Building Supervisor. The Building Supervisor will make the determination whether glass and/or glass replacement to be an emergency. One summary invoice to be submitted monthly to Tom Karp, Anoka-Hennepin School District #11, Building and Grounds Department, 2727 North Ferry Street, Anoka, MN 55303 with details on all materials and services, by building.

All correspondence, including shipping labels, packing lists, and invoices, must reference the work order number.

If the Contract Vendor is unable to fulfill the work 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.

B. Quantities

No guarantee of minimum or maximum quantity or amount is either made or implied. The District shall neither be compelled to order any quantity of any item nor limited in the total quantity of any item.

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

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.

E. Warranty

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

F. Delivery

Cost of delivery of merchandise is included in unit prices. **Delivery of glass and installation in an emergency must be the same day as ordered and in a non-emergency, delivery and installation must be within two (2) working days.**

Packing material of installed items must be removed by the vendor at no additional charge to the district. 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.

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 services 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).

Summary invoices should be mailed direct to: Tom Karp, Anoka Hennepin School District #11, Buildings and Grounds, 2727 N. Ferry Street, Anoka, Minnesota, 55303.

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. Vendors 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 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 OVERVIEW

The purpose of this quote is to enter into contracts with Vendors who have proven experience relating to the scope of this quote.

The District needs the vendor to furnish and deliver glass replacement and/ or glass installation on an as needed to the District. This contract is for jobs valued at \$10,000 or less. Projects valued between \$25,000 and \$174,999 require two (2) written quotes. Minnesota State Statute dictates that projects valued at \$175,000 and above require a formal bid process.

The value of this contract is \$20,000.00 to \$45,000.00 annually, based upon historical data gathered by the School District.

We reserve the right to request vendor invoice copies to verify the cost of materials that are used on our work orders.

2.02 GLASS REPLACEMENT AND INSTALLATION

Delivery of glass and installation in an emergency must be the same day as ordered and in a non-emergency, delivery and installation must be within two (2) working days.

PART 3: QUOTE FORM

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

3.01 QUOTE PRICING AND MAXIMUM ESCALATION FOR GLASS

A. Pricing below to include shipping costs and any other fees that may apply.

GLASS SIZES AND TYPES	PRICE PER SQUARE FOOT
1/4" Clear Float	\$
1/4 " Clear Tempered	\$
1/4" Clear Laminated	\$
1/4" Laminated Bronze or Gray	\$
3/16" Clear Insulated	\$
3/16" Clear Tempered Insulated	\$
3/16" Tinted Glass, Insulated Low-E	\$

MAXIMUM PRICE ESCALATION FOR GLASS PRODUCTS ABOVE

Please indicate below the maximum annual percentage of increase, if any, 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 _____%

3.02 PRICING AND MAXIMUM ESCALATION FOR LABOR

A. Pricing below to include any other fees that may apply.

LABOR RATES	HOURLY
Labor (non-emergency) per hour. Normal Business hours: 7:00am to 4:30 pm	\$
Labor (overtime rate per hour- Extension of normal day) After hours 4:30 pm and on.	\$
Labor per hour for evenings, weekends or holidays.	\$

Please indicate below the maximum annual percentage of increase, if any, proposed in 3.02 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 _____%

3.03 PROMPT PAYMENT DISCOUNTS

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

3.05 VENDOR SUPPORT STAFF

The Contract Vendor must provide a dedicated sales representative to work closely with the District purchasing office, accounting office, and all schools & departments within the District to assure continuity and success of the contract. The Contract Vendor will also provide (1) one Customer Service Representative, and one (1) Accounts Receivable Representative dedicated to our District.

Name:

E-Mail

Phone Number:

Sales Representative: _____

Customer Service Rep: _____

Accts Receivable Rep: _____

3.06 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	Contact Person & Phone Number
1)	
2)	
3)	
Customer Name & Address Contact Person & Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

3.09 RESPONSIBLE CONTRACTOR

- 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.
- Prime Contractor Company: _____
- Owner or Officer Signature: _____
- Owner or Officer Printed Name: _____
- Date: _____

PART 4: ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this quote for consideration and acknowledge that all 17 pages of the **Request for Quote 23073Q** for Glass Replacement Services have been received and agree to the terms contained therein.

SIGNED: _____

NAME: _____

TITLE: _____

VENDOR NAME: _____

ADDRESS: _____

E-MAIL: _____ PHONE: _____

ADDENDA

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

Addendum No. _____ Date _____

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 Quote; and

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

Authorized Signature: _____ Date: _____

Firm Name: _____

**A COMPLETE RESPONSE SUBMISSION
MUST INCLUDE THE FOLLOWING**

- ___ Quote Form (Part 3)
- ___ Signed Acceptance (Part 4)
- ___ Affidavit of Non-Collusion