



ANOKA-HENNEPIN
SCHOOLS
A future without limit

Request for BID
#24034B
District Wide Internet Access

Due:
Thursday, February 15, 2024
by 2:00 p.m. Local Time

Issued by:

Anoka-Hennepin ISD 11
Purchasing Department
2727 North Ferry Street
Anoka, Minnesota 55303
Phone: 763-506-1300

ANOKA-HENNEPIN SCHOOLS

Call for Bid

Request for Bid 24034B District Wide Internet Access

By order of the School Board of Anoka-Hennepin School District, bids for District Wide Internet Access will be received in accordance with the specifications prepared by Anoka-Hennepin School District until 2:00 p.m. local time, on Thursday, February 15, 2024 at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bids must be checked in at the reception desk located at Entrance Door #1.

The following bid dates have been established:

Bid Process	Dates
Legal Bid Notice Published	Thursday, January 18, 2024
Request for Bid Issued	Thursday, January 18, 2024
Bid Questions Due to A-H Schools	Tuesday, January 30, 2024, at 4:00 p.m. CST
Bid Questions Response to All	Thursday, February 1, 2024
Bid Deadline to A-H Schools	Thursday, February 15, 2024, at 2:00 p.m. CST

Specification documents and forms may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, MN, 55303 between the hours of 7:30 a.m. and 4:00 p.m. LT or by calling the Purchasing Department at 763-506-1300 or by email at PurchQuotes@ahschools.us. Email subject line should read, "*Request for BID - NAME*".

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 bids or parts of bids and to waive informalities in the bids.

Recommendations for awards will be submitted to the School Board for their consideration at a later public meeting.

ANOKA-HENNEPIN SCHOOL DISTRICT
CLERK OF THE SCHOOL BOARD

To be published in Sun Post Newspaper on January 18, and January 25, 2024
To be published in ABC Newspapers on January 19, and January 29, 2024

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EXHIBIT 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Bids will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until 2:00 p.m. LT on Thursday, February 15, 2024, to services in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

The Anoka-Hennepin School District welcomes qualified Vendors for District Wide Internet Access.

1.03 DEFINITION

- **District** and **A-H Schools** are used interchangeably to refer to the Anoka-Hennepin School District
- **LT** means Local Time
- **Vendor** means the company submitting a bid in response to this RFB.
- **RFB** means Request for Bids
- **Contracted Vendor** means a company awarded a district contract.

1.04 INSTRUCTIONS

A. Submission

Vendor to submit one (1) loose-leaf original of the bid, printed on standard copy paper, for reproduction for evaluation team, clearly labeled with:

Vendor Name

"24034B" – District Wide Internet Access

Attn: Tiffany Audette, CPPB / Purchasing

and a notation "Bid Enclosed – Do Not Open until at 2:00 p.m. LT on Thursday, February 15, 2024

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

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally, hand delivered***

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

B. Multiple Submissions

Vendors may submit multiple, alternative proposals for consideration by the District

C. Delivery

Bids must be received at the following address:

Anoka-Hennepin School District

Purchasing Department, Entrance #1

Attn: Tiffany Audette, CPPB

2727 North Ferry Street

Anoka, MN 55303

If delivering in person, please check in with the receptionist at Entrance #1.

D. Opening

Bids will be opened and read on **Thursday, February 15, 2024, at 2:00 p.m. local time**. 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 utilizing the link provided below or calling in.

Bid Opening-24034B DW Internet Access

Google Meet joining info

Video call link: <https://meet.google.com/tvz-qcxz-edx>

Or dial: (US) +1 336-566-3039 PIN: 603 768 512#

More phone numbers: <https://tel.meet/tvz-qcxz-edx?pin=9451871559385>

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

E. Late Submissions

The Vendor assumes the risk of any delay in the delivery of their 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 and at the location specified above. All bids received after the bid opening time identified in Section 1.04 will remain unopened and be rejected.

Facsimile responses will not be accepted.

F. Editing of This Document

Modifications, additions, or changes to the terms and conditions of this document may cause the district to reject the Bid. Vendors must submit all bids on the District issued forms included in this solicitation document. Bids submitted on company forms may be rejected.

G. Withdrawal of Submission

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 bid may be withdrawn for a period of sixty (60) days from the opening thereof. Once documents have been received by the District all documents become the property of the District.

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

H. Vendor Responsibility

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

I. Incurring Costs

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

- bonding

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

J. Disclosure of Data

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

K. Timeline

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

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L. Bid Security – Not applicable

M. Affidavit of Non-Collusion

The Vendor is required to include a completed Affidavit of Non-Collusion, provided in Attachment A. Collusion of Vendors is cause for rejection of those Vendors involved.

N. Pre-Bid Meeting – Not applicable

O. Inquiries

All inquiries concerning this bid must be submitted via email to PurchQuotes@ahschools.us by **4:00 p.m. LT on Tuesday, January 30, 2024. Please enter “24034B Questions” in the subject line of your email.** 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. LT on Thursday, February 1, 2024.**

P. References

Vendors are required to list a minimum of three (3) customers that your company provided service to during the last five years. This must include information for districts who have discontinued a contract with your company within the last three years.

Q. Uniformity

To provide uniformity and to facilitate comparison of responses, all submissions must be submitted on the forms and in the format 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.

R. 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 RFB will be sent by the District to each vendor. These addenda will become part of the RFB and will be included by reference in the final contracts between the vendor(s) and the District.

1.05 EVALUATION AND AWARD

A. Vendor Qualifications

The District may make reasonable investigations to determine the ability of the Vendor to perform the services as detailed in this RFB. The Vendor will furnish all information and data for this purpose, as may be requested. 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. The District reserves the right to consider all relevant and reasonable criteria, which may or may not be described in this general specification, in selecting the successful Contracted Vendor(s).

B. Award

Award(s) shall be made to the lowest cost, qualified and responsible vendor(s) whose base 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.
- 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 RFB.
- Take other action, as the District deems appropriate.

The District reserves the right to accept or reject any or all bids, based on the best interest of the School District, to waive formalities, and to reject nonconforming, nonresponsive, or conditional bids. The District will be the sole and final authority in determining the successful Vendor.

The District reserves the right to enter into agreements with multiple vendors that submit bid(s) through this process.

Right to Release a new RFB – The District reserves the right to release a new request for bid if necessary.

1.06 CONTRACTS

A. Contract Period

The Contracts resulting from this bid will be for a one-year term, with the option to renew for two (2) additional years, in twelve-month increments. The initial Contract period will start on July 1, 2024, and continue through June 30, 2025.

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. Contract pricing must include all costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Vendor Financial Stability

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

D. Contract Review

The District and Contract Vendor may meet annually, or as needed, to review the contract resulting from this bid. During this review The District and the Contracted Vendor(s) will work to remedy any performance deficiencies. Contracted vendors will be required to create and execute an action plan to correct contract deficiencies to meet The District's expectations annually

E. Contract Renewal

The District reserves the right to renew the contract for two (2) additional years (12-month increments) at the same terms and conditions upon mutual agreement of the contracting parties.

F. Contract Assignment

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

G. Change of Service

Cancellation, interruption or change of established service shall be made only with the authorization of the School District.

H. Vendor Performance

The vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires modification or cancelation of the contract.

I. Reimbursement of Liquidated Damages

Time is an essential element of the bid documents and contract. If the successful Vendor fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the bid documents, 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.

1.07 ADDITIONAL TERMS

A. Bonds and Insurance

1. Performance Bond:

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

2. Insurance

Contract Vendor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
 - A. Statutory State Coverage
 - B. Employee Liability Coverage with the following limits:
 - Bodily Injury by Accident \$100,000 Each Accident
 - Bodily Injury by Disease \$100,000 Each Employee
 - Bodily Injury by Disease \$500,000 Each Policy Limit
2. General Liability Insurance
 - A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
 - Combined Single Limit: \$1,000,000
 - Personal Injury Liability \$1,000,000
 - Products Completed Operations \$1,000,000
 - General Aggregate \$1,000,000
 - B. Anoka Hennepin ISD #11 shall be added to the policy as additional insured using ISO form CG 2026.
3. Automobile Liability Insurance including hired/ non-owned Auto.
4. Professional Liability Insurance with limits of \$1,000,000 each occurrence/ \$1,000,000 aggregate.

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 16B.06, subd. 4. 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 District is looking for a Vendor that would act as a committed partner wanting to work with the District. The Vendor must provide their company contact information for key personnel providing support under this contract in the Questionnaire.

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

D. Independent Contractors

Contracted Vendor(s), in performing these services, will be acting in the capacity of an independent contractor, and will not be an agent, servant, partner, or employee of the District. Vendor will have control over the performance of the services and will be solely responsible for payment of its federal and local taxes, salary for its employees, social security payments, and any and all other expenses incurred by Vendor in the performance of the Contract. None of the benefits provided by the District to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and employment insurance would be provided by the District to any of Vendor's employees. Vendor will not have authority to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

E. 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).

F. Safety

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

G. District Policy 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. The Contracted Vendor(s) shall be responsible for compliance with any additions, changes, or deletions to A-H Schools policies, procedures and protocols implemented during the contract period.

H. Security Compliance on District Property

All services 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, Contracted Vendor(s) name, time entering the building and time leaving the building.

I. Hold Harmless

The Contract Vendor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contract Vendor's negligent acts or omissions or in connection with Contract Vendor's breach of warranties. The foregoing agreement to release, defend, indemnify, and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contract Vendor shall not settle or compromise any claim in which the District has been named a party and for which Contract Vendor must indemnify the District without a signed agreement approved by the District.

J. 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.

K. 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.

L. 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,

sexual orientation, disability, age, marital status, 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 Ch. 363
- 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

M. 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 District's Department of Public Relations.

N. Prohibition Against Conflicts of Interest, Gratuities, and Kickbacks

Any employee or official of the District, elected or appointed, who 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.

O. 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.

P. Criminal Records

The vendor shall not utilize, in the performance of the resulting contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) categorize the person being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized.

Q. Third Party Acquisition of Company

The Contract Vendor(s) shall notify the District in writing should the Contract Vendor(s)'s business or all its assets be acquired by a third party. The Contract Vendor(s) 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 Contract Vendor(s) shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

1.09 ORDERING AND PAYMENT PROCESS

A. Compliance with Laws

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter

promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

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

B. 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.

C. 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.

D. Payment

The District will pay undisputed invoices according to Minnesota Statute 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever comes latest. Nothing in the Vendor's proposal, contract, or invoice will override this provision. "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). P

Purchasing Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

E. 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.

F. 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 Contracted Vendor(s). The Contracted Vendor(s) 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.

G. 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.

H. Prevailing Wage

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

1.09 JOINT PURCHASING – Not Applicable

1.10 FEDERAL TERMS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contracted Vendor(s) 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.

EXHIBIT 2: CONTRACT SPECIFICATIONS

Section 2.1 SUMMARY AND BACKGROUND

- 2.1.1 The District welcomes all prospective providers the opportunity to participate in this solicitation. The following information provides an overview of our school district.
- 2.1.2 A-H Schools serves approximately 40,000 students enrolled in programs from birth to age 22.
- 2.1.3 Geographically, our school district comprises 172 square miles of suburban and rural communities. A-H Schools encompass all or part of the following 13 municipalities: Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin Park, Coon Rapids, Dayton, Fridley, Ham Lake, Nowthen, Oak Grove, and Ramsey.

Section 2.2 SERVICES REQUIRED

- 2.2.1 The school district is seeking to contract with a provider for direct internet access.

Termination Site:	Anoka-Hennepin Education Services Center 2727 N Ferry St Anoka, MN 55303
Termination Notes:	Conduit will be provided for provider with access from the outside of the building into rack in a head-end location. A switch with appropriate GBICs will be provided by the district to receive hand-off from the vendor.
Initial Handoff / Speed	An appropriate handoff for 20 Gbps of direct internet access.
Upgrades	Please provide pricing for the initial 20Gbps speed with additional pricing for increments of 30, 40, 50, 75 and 100 Gbps
Term	The term of this contract shall be for 12 months with an option to renew for up to 2 more additional 12 month terms.

Section 2.3 GENERAL CONTRACT REQUIREMENTS

- 2.3.1 The vendor is responsible for its proper standing with the FCC's E-Rate program including a current registration (FY23) as a Service Provider with valid SPIN number. The vendor is responsible for any and all E-Rate information submissions normally required of any vendor that participates in the E-Rate program.
- 2.3.2 Contracted Vendor(s) will furnish equipment and personnel sufficient to provide services for the duration of the contract according to these specifications.
- 2.3.3 All services will be billed in a manner consistent with the bid and award.
- 2.3.4 The District plans to file for E-Rate for Category 2 funding. Vendors responding must have a current SPIN and agree to follow all E-Rate program rules.

Section 2.4 ALTERNATES

- 2.4.1 Please provide costing for distributed denial of service (DDOS) protection as an option for this contract.
- 2.4.2 Please provide costing for domain hosting for a single domain as an option for this contract.

EXHIBIT 3: BID FORM

Section 3.1 ACCEPTANCE & SIGNATURES

3.1.1 **Project:** Anoka-Hennepin Schools – 24034B District Wide Internet Access

3.1.2 **SUBMITTED BY:**

Bidder's Full Company Name _____

3.1.3 **TOTAL BASE BID AMOUNT**

Having examined the place of the work and all matters referred to in the solicitation and the Contract Documents for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work and provide Materials for the Price listed in this bid form of: _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.1 **Add Alternate #1**

To provide of 30 Gbps of speed _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.2 **Add Alternate #2**

To provide of 40 Gbps of speed _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.3 **Add Alternate #3**

To provide of 50 Gbps of speed _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.4 **Add Alternate #4**

To provide of 75 Gbps of speed _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.5 **Add Alternate #5**

To provide of 100 Gbps of speed _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.6 **Add Alternate #6**

To provide distributed denial of service (DDOS) protection _____ dollars

(\$ _____), in lawful money of the United States of America.

3.1.3.7 **Add Alternate #7**

To provide domain hosting for a single domain _____ dollars

(\$ _____), in lawful money of the United States of America

3.1.6 Addenda

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

Addendum # _____ Dated _____.

Addendum # _____ Dated _____.

3.1.7 BID FORM SIGNATURE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this bid for consideration and acknowledge that all pages of have been received and agree to the terms contained therein.

SIGNED: _____

NAME: _____
(print or type name)

VENDOR NAME: _____

ADDRESS: _____

E-MAIL ADDRESS OF SIGNER: _____

PHONE NO. _____

Section 3.2 AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Authorized Signature: _____ Date: _____

Title: _____ Company Name: _____

Section 3.3 RESPONSIBLE CONTRACTOR VERIFICATION

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NAME: _____

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

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

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

ATTACHMENT A-1

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

PROJECT NAME: _____

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

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

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

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document, I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NAME: _____

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

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

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

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