



ANOKA-HENNEPIN
SCHOOLS
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Request for Bids

#26013B

**Snow Plowing & Removal;
Regions 11**

Due by:
Wednesday, August 20, 2025
2:00 p.m. Local Time

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

ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT #11

CALL FOR BID

Request for Bid 26013B - Snow Plowing & Removal; Region 11

Bids are due by 2:00 p.m. Local Time (LT) on Wednesday, August 20, 2025.

By order of the School Board of Anoka-Hennepin Independent School District #11, sealed Bids for **Snow Plowing & Removal; Region 11** will be received in accordance with the specifications prepared by the Anoka-Hennepin Independent School District #11 until 2:00 p.m. LT, on **Wednesday, August 20, 2025**, at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bid must be checked in at the reception desk located at Entrance #1. Social distancing will be practiced.

The following project dates have been established: Bids issued Thursday, July 31, 2025. Non-Mandatory Prebid meeting is Monday, August 11, 2025, Closing date for vendor questions is Tuesday, August 12, 2025, by 4:00 p.m. LT, Responses to Vendor questions issued by Wednesday, August 13, 2025, by 4:00 p.m. LT. Bid opening is Wednesday, August 20, at 2:00 p.m. LT.

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

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

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

Jeff Simon

To be published in Sun Publisher on Thursday, July 31, 2025, and August 7, 2025.
To be published in ECM Publisher on Friday, August 1, 2025, and August 8, 2025.

PART 1: GENERAL INSTRUCTIONS

1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin Independent School District #11, 2727 North Ferry Street, Anoka, MN, 55303 until **2:00 p.m. LT on Wednesday, August 20, 2025, to provide Snow Plowing & Removal - Region 11** in accordance with the specifications included in this document.

1.02 BACKGROUND AND OBJECTIVE

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

1.03 DEFINITIONS

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

1.04 INSTRUCTIONS

A. Response Preparation

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

Vendor Name

26013B – Snow Plowing & Removal; Region 11

Attn: Tiffany Audette, CPPB / Purchasing

Bid Enclosed – Do Not Open until at 2:00 p.m. LT on Wednesday, August 20, 2025.

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

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally, hand delivered

B. Multiple Submissions – Not Applicable

C. Delivery Response

Bids must be received at the following address:

Anoka-Hennepin Independent School District #11

Purchasing Department, Entrance #1

Attn: Tiffany Audette, CPPB

2727 North Ferry Street

Anoka, MN 55303

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

D. Bid Opening

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

Wednesday, August 20, 2025, 2:00 – 3:00pm

26013B Snow Plowing & Removal; Region 11

Meeting ID

meet.google.com/vrm-ttrt-jbm

(US) +1 219-243-0811

PIN: 820 127 021#

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

E. Late Bid Submissions

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

F. Editing of this Document

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

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

G. Withdrawal of Bid

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

H. Vendor Responsibility

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

I. Incurring Costs

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

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

J. Disclosure of Data

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

K. Timeline

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

Description	Date
Bid #26013B Released	Tuesday, July 29, 2025
Pre-Bid Meeting	Monday, August 11, 2025, at 10:00 a.m. LT
Questions due from Vendors	Tuesday, August 12, 2025, by 4:00 p.m. LT
Addendum due to Vendors	Wednesday, August 13, 2025, by 4:00 p.m. LT
Bid Opening	Wednesday, August 20, 2025, at 2:00 p.m. LT

L. Bid Security

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

M. Affidavit of Non-Collusion

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

N. Pre-Bid Meeting

A Pre-Bid Meeting for Bidders will be held on Monday, August 11, 2025 @ 10:00 AM local time. Participants shall meet at ESC – Educational Service Center, Entrance #1, Room 112, located at 2727 North Ferry Street, Anoka, MN. 55303. Not mandatory or required but strongly recommended.

O. Inquiries Regarding Bid

All inquiries concerning this RFB must be submitted via email to Purchquotes@ahschools.us by **4:00 p.m. local time on Tuesday, August 12, 2025**. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors **by 4:00 p.m. local time on Wednesday, August 13, 2025**.

P. 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.

Q. Uniformity

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

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 document will be sent by the District to

each Vendor. These addenda will become part of the bid and will be included by reference in the final contract(s) between the Vendor(s) and the District.

1.05 BASIS OF AWARD

A. Vendor Qualifications

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

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

B. Award

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

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

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

1.06 CONTRACT TERMS

A. Contract Period

The initial Contract period will commence upon award and receipt of signed contract and continue through June 30, 2026.

B. Contract Pricing

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Contract 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 Contract Vendor be allowed to raise cost above the stated contract price. No additional fees will be allowed.

A. Nature of Services and Availability a. This is a requirements-based contract. The District does not guarantee a minimum or maximum number of snow events during the contract period. A snowfall does not automatically trigger services. Snow plowing and removal shall occur only upon request by the District, and services will be provided on an as-needed basis. The Contractor shall be available on-call 24 hours a day, seven days a week, to respond to service requests, including for school operations, athletic events, community programs, and other activities. More than one plowing may be required during a single snow event; such repeated service within a single event will not be billed as multiple events.

B. Annual Minimum Compensation Guarantee a. The District agrees to a minimum annual compensation, which is equivalent to three (3) snow events in the 1.5"—4" pricing tier per event. This amount is a guaranteed payment for availability and preparedness during the season. i. ii. iii. The first three qualifying events that require service, regardless of accumulation, shall be invoiced at their applicable per-event rates (see Section 3) and credited toward the guarantee. If the total compensation for the first three serviced events is less than minimum guarantee, the District shall pay the remaining balance at the end of the season. If the total equals or exceeds the minimum, no further minimum payment will be due. iv. The annual minimum is not additive to per-event pricing; it is satisfied through payment for actual services rendered, up to the guaranteed threshold.

C. Escalation Clause

Vendors must provide the maximum escalation percentage for each renewal period contract (Part 3). Price increases must be accompanied with manufacturer documentation and CPI reference for this industry and region. Any price increases will be negotiated between the District and the Vendor annually, during the month of May. **However, under no circumstances shall the escalation exceed 6% of the original contract price for any renewal period.**

D. Contract Review

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

E. Contract Renewal

The District reserves the right to renew the contract for three (3) additional years (12-month increments) at the same terms and conditions upon mutual agreement of the contracting parties.

F. Contract Assignment

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

G. Vendor Performance

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

H. Reimbursement of Liquidated Damages

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

I. Vendor Financial Stability

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

1.07 ADDITIONAL CONTRACT TERMS

A. Bonds and Insurance

Performance Bond: Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more **may be** required to provide a **Performance Bond for \$20,000**. A Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Commercial Automobile Liability Insurance: The Vendor may be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly

employed under the contract. The minimum insurance amount will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

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

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The Vendor may be required to submit a certified financial statement providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

B. Access to Records and Audit

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

C. District Support

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 3, 3.07.

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

D. Permission to Proceed – Not Applicable

E. Independent Contractors

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

F. Responsible Contractor

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

The Responsible Contractor act verification form is in Part 3.

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

G. 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).

H. Safety

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

I. 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.

J. Security Compliance on District Property

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

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

K. 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.

L. 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.

M. 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.

N. 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

O. Use of the District Facilities

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

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

P. Cleanup

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

Q. 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.

R. 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.

S. 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.

T. Quality of Work

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

U. Third Party Acquisition of Company

The Contractor shall notify the District in writing should the Contractor's business or all its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

1.08 PAYMENT PROCESS

A. Compliance with Laws & Debarment

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

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

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 within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

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

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

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

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

Refer to Part 2, 2.11 for Post Inspection Payment.

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

E. 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.

F. 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.

G. Data Privacy

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

H. Return of Data

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

District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

1.09 FEDERAL TERMS

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

PART 2: DETAILED SPECIFICATIONS

2.01 OVERVIEW

The purpose of this Bid is to enter contracts with Vendors who have proven experience relating to the scope of this bid. Service providers will be on call 24 hours per day, seven days per week, providing equipment and labor to address all snow, ice, and snow drifting events according to the specifications listed below for the District site locations listed in Part 3.01.

2.02 VENDOR QUALIFICATIONS

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

2.03 AWARD

Contracts will be awarded for each designated region in their entirety. Awards will **NOT** be made by individual site. Bidders may choose to, but are not required to, submit a bid for all regions. Snowfall events from 2019-2020 will be utilized to calculate the lowest bid for contract award of that region.

The District reserves the right to limit the maximum square footage to be awarded per Contracted Vendor. The maximum square footage that will be awarded to any single vendor is 3 million square feet. Vendors may bid and be awarded multiple contracts if the sum of the square footage of all contracts does not exceed the maximum.

2.04 EXPERIENCE AND OPERATIONAL PLAN

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

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

2.05 SNOW REMOVAL EQUIPMENT

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

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

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

2.06 EVENTS

Vendors awarded a contract resulting from this bid will be expected to be on call 24 hours a day, seven days a week to manage the following events: Vendors are to provide pricing for snow removal, excluding salting, per the snow event definition noted above, using a 1.5" trigger, for the following events:

A. Snow Event

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

An example of a snow event is:

- Snowfall begins at 3:00 AM and accumulates for 4 ½ hours. Whatever the snowfall total is in inches, would be the event pricing.
- If new snowfall begins within 1 hour and 59 minutes of the end of the original snowfall, the Snow Event would be considered one event.

- If a second snowfall begins 2 or more hours after the first snowfall ends, this would be considered a “new event” and would be billed as a separate event based on the above snowfall amount in inches of the new event.

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

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

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

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

Vendors are to provide pricing for snow removal, excluding salting, per the snow event definition noted above, using a 1.5” initial snow fall measurement, for the following events:

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

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

B. Ice Event

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

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

C. Drifting Event

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

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

2.07 NON-PERFORMANCE

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

of the total snowfall billing for the region would be included in the next billing cycle to pay for the replacement services rendered due to the failure to perform prior to the 6am requirement.

In areas where space is provided to pile snow for the entirety of the winter, it is the contractor's responsibility to push the snow back, as needed to ensure that it will provide space for future snowfalls will not encroach on paved surfaces. Conditions like unfrozen ground may limit the contractor's ability to initially push snow to these areas. It is the expectation that the snow is moved at no expense to the owner. Snow left on paved areas is required to be removed within 24 hours of initial notice. If snow is not removed from paved surfaces or left in undesignated areas beyond 24 hours, it will be removed at the contractor's expense. This cost will be provided to the contractor and must be provided as credit in the next billing cycle.

2.08 DAMAGE TO DISTRICT PROPERTY

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

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

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

2.09 DISTRICT MAP, REGIONS, AND SITES

An overall District map is provided in Attachment D. The District has been separated into ten regions. Part 3.01 lists the Region 11 sites to be serviced under this bid, and includes the site name, address, and square footage for each. The approximate square footage of sites has been provided and must be verified by the contractor. Individual maps for each site, with pinpoints showing the locations where snow must be moved to, are included in Attachment E.

2.10 BID PRICING

Annual Base Bid Contract Amount

To ensure vendor availability and account for the infrequent but necessary snow removal services, the District will implement an annual base bid contract amount. This base amount will guarantee services and cover the first three instances of snowfalls between 1.5" to 4" as a single line item.

Bid Pricing Structure

1. Annual Base Bid Contract

- Covers the first three instances of 1.5" to 4" snow events.
- Vendors to submit a lump sum amount covering these three events.

2. Additional Snow Event Pricing

- All snow removal services will be billed based on total measured accumulation for each snow event, according to the following flat-rate pricing structure:
 - 1.5" to 4"
 - 4.1" to 6"
 - 6.1" to 8"
 - 8.1" and above (charged cumulatively based on previous tiers)

All snow removal services will be billed based on total measured accumulation for each snow event, according to the following flat-rate pricing structure:

3. Driveway-Only Plowing During School Hours

- Vendors to provide pricing for clearing driveways only while school is in session.

4. Hourly Rates

- Ice event management (hourly rate plus equipment costs)
- Drift event management (hourly rate plus equipment costs)
- Additional services beyond defined events (hourly labor and equipment rate)
- On-site snow blowing (hourly labor and equipment rate)
- Off-site snow hauling (hourly labor and equipment rate)

Material Markups

Markup of salt/ice-melt materials may not exceed 15% of purchase price. Proof of purchase price is required for payment.

Site-Based Payment Adjustments

If a snow event does not require service at all sites in the awarded region, the District will prorate payment based on the percentage of total square footage of sites serviced within the region. This adjustment will be calculated based on the actual locations plowed, not by the number of total sites.

2.11 POST INSPECTION RENEWAL

The District will not consider renewal of the contract until the postseason inspection has been completed.

2.12 SITE MODIFICATIONS

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

PART 3: BID FORM

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

3.01 BID PRICING

Any assumption in developing costs should be clearly documented. Vendors should note that the District is sales tax exempt. Vendors must include total pricing for all sites within the designated region. No partial region awards will be given

Region 11		
Line #	Service Description	2025-26 Pricing
1	Snow Event: 1.5" to 4"	\$
2	Snow Event: 4.1" to 6"	\$
3	Snow Event: 6.1" to 8"	\$
4	Annual Minimum Compensation Guarantee	Line 1 x 3 =\$_____
5	Provide pricing for plowing driveways ONLY while school is in session.	\$
6	Ice Event – Hourly rate plus equipment cost	\$
7	Drift Event – Hourly rate plus equipment cost	\$
8	Hourly rate for additional charges as detailed in Part 2, 2.09	\$
9	On site snow blowing - Hourly labor rate and equipment rate	\$

SITES FOR REGION 11

Buildings	Square Footage
Anoka Middle School for the Arts – Fred Moore Campus 1523 South Fifth Avenue Anoka 55303	79,850
Northdale Middle School 11301 Dogwood Street. NW Coon Rapids 55448	186,530
Compass Programs at Bell Center 1374 Northdale Blvd NW Coon Rapids 55448	38,345
	304,725
REGION 11	Total

3.02 SNOW REMOVAL EQUIPMENT

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

3.03 VENDOR QUALIFICATIONS

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

3.04 ESCALATION CLAUSE

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

However, under no circumstances shall the escalation exceed 6% of the original contract price for any renewal period.

2026-27 _____% 2027-28 _____% 2028-29 _____%

3.05 EXPERIENCE AND OPERATIONAL PLAN

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

3.06 PAYMENT

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

3.07 DISTRICT SUPPORT

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

Name

Email

Phone

CONTRACT REPRESENTATIVE: _____

ACCOUNTS RECEIVABLE REP: _____

REGION 11 CONTACT: _____

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

List three (3) customers with approximately the same volume as this contract including the customer's name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

Customer Name and Address	Contact Person and Phone Number
1)	
2)	
3)	

Customer Name and Address Contact Person and Phone Number (for a customer who has discontinued a contract)	Rationale for Canceling

PART 4: ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this bid for consideration and acknowledge that all 33 pages of the **Request for Bid 26013B for Snow Plowing & Removal Region 11** has been received and agrees to the terms contained therein.

SIGNED: _____

NAME: _____
(Type or print)

TITLE: _____

VENDOR NAME: _____

ADDRESS: _____

E-MAIL: _____

PHONE: _____ FAX: _____

ADDENDA

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

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

A COMPLETE RESPONSE SUBMISSION MUST INCLUDE THE FOLLOWING

- ___ Bid Form (Part 3) Pages 19-20
- ___ Bid Security. (\$5,000 certified or Bid bond)
- ___ Signed Acceptance (Part 4) Page 21
- ___ Affidavit of Non-Collusion (Attachment A) Page 22
- ___ Snow Removal Equipment List (Part 3.02)
- ___ Vendor Qualifications (Part 3.03)
- ___ Experience and Operational Plan (Part 3.05)
- ___ Debarment Signed - Attachment C
- ___ Responsible Contractor Statement Signed- Attachment B Pages 23-27)

ATTACHMENT A

AFFIDAVIT OF NON-COLLUSION

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

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

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

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

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

Authorized Signature: _____

Date: _____

Firm Name: _____

ATTACHMENT B - PRIME CONTRACTOR RESPONSE

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.

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.

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.

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.

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.

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 B-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 B-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:	

ATTACHMENT C - DEBARMENT



**Certification Regarding
Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:
 - (a) Are presently not debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

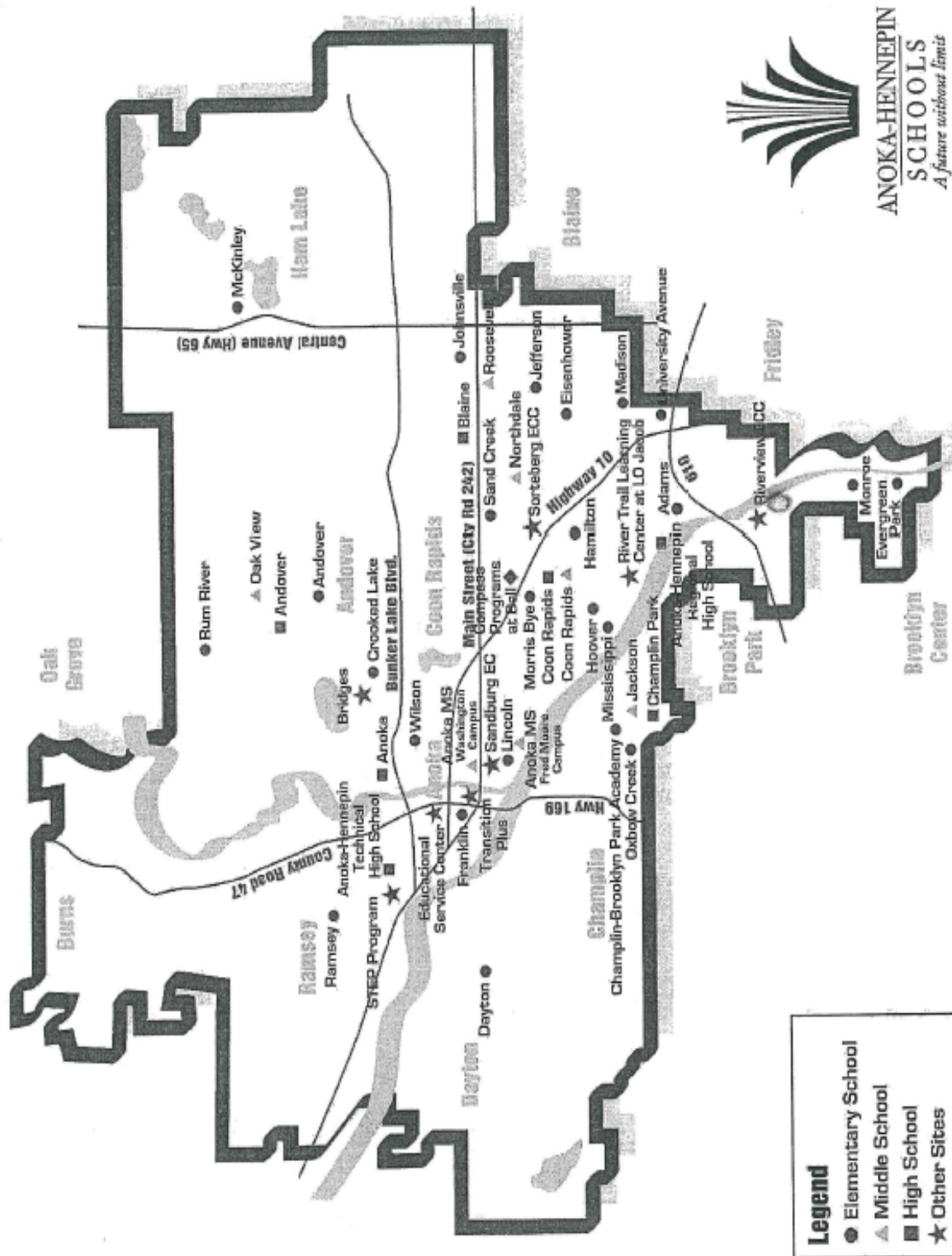
Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering this transaction.
 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the No procurement List.
 9. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
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ATTACHMENT E – SNOW POINTS

Region 11-Northdale Middle School



Region 11 - Anoka Middle School for the Arts - Fred Moore Campus



E. SNOW POINTS

Region 11 – Compass Programs at Bell Center

