

EQUAL OPPORTUNITY EMPLOYER

ANOKA COUNTY

2100 3rd AVENUE, ANOKA, MN 55303

| | | |
|--|--|----------------------------------|
| VENDOR | Days required to ship After receipt of order | Cash discount ____ days ____% |
| | <ul style="list-style-type: none"> • ALL ITEMS MUST MEET OSHA, DOT & PCA STANDARDS • QUOTES ARE TO BE CONSTRUED AS THE DELIVERED PRICE UNLESS OTHER WISE SPECIFIED • ANOKA COUNTY RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PART OF ANY QUOTES THAT IS IN THE BEST INTEREST OF THE COUNTY. | |
| <p>REQUEST FOR QUOTE 2009-Q4 QUOTES ARE DUE: <u>Friday, July 24, 2009 - 1:00 p.m.</u> Return Proposal to: ANOKA COUNTY GOVERNMENT CENTER PURCHASING DEPT. – ATTN: SUSAN WALL/MICHELLE PETERSON 2100 3rd AVENUE, STE 300 ANOKA, MN 55303-5029 or Fax to: 763.422.7505</p> | | |

DESCRIPTION OF ITEM OR SERVICES:

MOVING THE ANOKA COUNTY SHERIFF’S OFFICE TO NEW PUBLIC SAFETY CAMPUS

The following information describes the special terms, conditions, and specifications applicable to this Request for Quote.

Scope: The Anoka County **SHERIFF’S OFFICE** is requesting price quotes for a professional moving vendor to relocate furniture, equipment, boxes and files, etc. from the Sheriff’s Office current locations of 325 E. Main St., Anoka, MN 55303 and Patrol Division located at 1530 Bunker Lake Blvd. NW, Andover, MN 55304 to the new Public Safety Campus facility located at 13333 Hanson Blvd. NW, Andover, MN 55304, on or about the week of October 19, 2009, between normal work hours of 8:00 am – 4:00 pm. Quotes must remain in effect until the completion of the move tentatively set for October, 2009.

Currently, Anoka County is considering that the move will take place on separate days. However, Anoka County will consider proposal made by the vendor based on their expertise. If the vendor has an idea to move the Sheriff’s Office efficiently and cost effectively, they should complete the Price Quote Form and Proposal Questionnaire Form (Exhibit A). The vendor must complete the Price Quote Form in order to be eligible for Proposed Pricing:

| Division | Total Number of Staff in Each Division * | Tentative Move Date ** |
|--------------------|--|------------------------|
| CID | 11 | 10/19/09 |
| Crime Lab - Note 1 | 79 | 10/20/09 |
| Administration | 18 | 10/21/09 |
| Patrol | 13 | 10/22/09 |

Note -1: Crime Lab may involve relocation of Hazardous Materials.

* Staff numbers only reflect full-time staff transfers and not part-time or volunteer services.

** Actual move date(s) to be determined by agreement between the vendor and Anoka County Sheriff’s Office.

The offices will be designed and installed with modular systems furniture. This service is for relocation services only and does not include design, disassembly, or reassembly of modular systems furniture.

Copy machines will be moved by Metro Sales, Inc. as they will assure that the machines are working when delivered and will be responsible for any damages incurred during the process of the move.

The floor plan of the new facility will be provided to the awarded vendor. This information will include the number of stories, size of elevators and square footage.

Definition of Terms:

1. Office furniture/equipment: Any furniture, equipment or general office effects utilized within the total office area. This includes, but is not limited to: chairs, desks, bookcases, conference and other types of tables, file cabinets, plan files, boxes, facsimile machines, computers, etc.
2. Crime Lab furniture/equipment: Any furniture, equipment or general effects utilized within the Crime Lab area. This includes, but is not limited to: chairs, desks, bookcases, carts, tables, file cabinets, plan files, light box, computers, printers. Again, this service may include the relocation of Hazardous Materials. Appropriate equipment to comply with all rules and regulations will be required. Delivery destination: Final destination at the new location: 13333 Hanson Blvd. NW, Andover, MN 55304.
3. Vendor personnel: Vendor shall provide appropriate personnel necessary to complete the service. Vendor shall provide a list of each employee and DOB involved in this project. Anoka County Sheriff's Office will conduct a criminal background check on all vendor staff and approve each staff member before they are allowed to move any furniture or other items. Anoka County Sheriff's Office reserves the right to reject any employee based on said background check.

Service & Move Requirements:

1. Attend the **mandatory walk-through** scheduled for Tuesday, June 23, 2009 from 8:00 am – 4:00 pm, at the Sheriff's Department, 325 E. Main St., Suite 200, Anoka, MN 55303, and the Patrol Station, 1530 Bunker Lake Blvd. NW, Andover, MN 55304. The purpose of the walk-through is to review the inventory and allow each vendor to determine equipment and personnel needed for this project. The walk though will start at 325 E. Main St., Suite 200, Anoka, MN 55303 (Use Government Center entrance, 2100 3rd Ave., Anoka, MN 55303). After the review of the project, question and answer and walk though of this site, all vendors will move on to the patrol station and, time permitting, the new Public Safety Campus for site review. Please RSVP to Susan Wall at 763.323.5343 or susan.wall@co.anoka.mn.us or Michelle Peterson at 763.323.5318 or michelle.peterson@co.anoka.mn.us
2. The vendor shall be flexible in regard to **move date**. Move schedules are contingent upon actual construction completion dates. The current projected dates are as follows:

| Division | Total Number of Staff in Each Division * | Tentative Move Date ** |
|--------------------|--|------------------------|
| CID | 11 | 10/19/09 |
| Crime Lab - Note 1 | 79 | 10/20/09 |
| Administration | 18 | 10/21/09 |
| Patrol | 13 | 10/22/09 |

Note -1: Crime Lab may involve relocation of Hazardous Materials.

* Staff numbers only reflect full-time staff transfers and not part-time or volunteer services.

** Actual move date(s) to be determined by agreement between the vendor and Anoka County Sheriff's Office.

All work will be completed during the normal work hours of 8:00 am – 4:00 pm.

3. **Materials & equipment:** Vendor will be responsible for providing all equipment and personnel required to move Anoka County Sheriff's Office.
 - a. All materials required for the move; i.e. dollies, protective coverings/wrapping, electronic equipment carts, etc.
 - b. Sufficient number of enclosed trucks with air cushioned suspension to accomplish move requirements according to approved schedule.
 - c. Prepare site for move by utilizing sufficient coverings (including but not limited to: Masonite, plywood, furniture pads, etc.) to protect building floors. In addition, protection for walls, door facing, columns, etc. shall be provided to protect all vertical surfaces of buildings.
 - d. Protection for elevators, such as side pads, door frame protection, etc. Vendor shall be responsible for any damages (scratches, punctures, dents, tape residue, stains, etc.) sustained to elevators, including, but not limited to, door frames, doors and interior compartments. Vendor shall not exceed the recommended load limits for the elevators.

Contract Period: The Contract period shall be on or about October 1, 2009 through December 31, 2009.

Award: Award will be made to the lowest responsible, responsive vendor meeting all terms, conditions and specifications of the Request for Quotes to include (not in any order of importance).

1. General reputation and experience of vendor;
2. County's evaluation of the vendor's ability to meet the requirements;
3. The County's prior knowledge of and experience with the vendor's past performance; and
4. Cost

The County reserves the right to enter into a contract with one or more vendors to provide the services that best meets its needs.

Prices: The vendor certifies that any and all prices which it may charge under the terms of the contract do not, and will not, violate any existing federal, state, county or municipal law or regulation concerning price discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the County harmless from liability for any such violation now and throughout the term of the contract. No extra charges will be allowed because of the Contract Vendor's lack of knowledge concerning the areas involved.

Standards: All equipment and parts must meet all local, state, and federal standards, regulations and/or statutes and any other applicable codes. All quotes shall meet or exceed industry standards for safety. The successful Vendor hereby guarantees that they will have full legal right of equipment and parts delivered under the contract to be entered into by the County.

All quotes must comply with the requirements and must not deviate from the provisions of this request.

The County reserves the right to accept or reject any or all quotes or any part of any quotes and to waive any defects or technicalities, waive requirements that it deems to be immaterial, or to advertise for new quotes where the acceptance, rejection, waiving or advertising of such would be in the best interests of the County.

Warranty: All quotes must include detailed information on warranties and other guarantees, if available.

Payment: Upon satisfactory completion of the services described herein, the Vendor shall submit to the County an itemized billing statement containing such information as is required by the County. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Vendor or make reasonable arrangements for payment acceptable to the Vendor.

County Contact Person: All questions regarding this Quote Request must be forwarded to the Anoka County staff who is authorized to provide clarifications. Authorized County Staff: Michelle Peterson, 763.323.5318, michelle.peterson@co.anoka.mn.us, and Susan Wall, 763.323.5343, susan.wall@co.anoka.mn.us, fax: 763.422.7505.

Subcontracting or Assignment. The Contract may not be assigned or subcontracted in whole or in part without prior written consent of the County.

Experience. The vendor must have at least three years of similar or larger size of office moving experiences and have necessary equipment and personnel to complete this project. The Contract Vendor, prior to award of the contract, if requested by the County, shall furnish, within five (5) working days, current information and data regarding the Vendor's financial resources and organization. The County shall have the right to take such steps as it deems necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish the County all such information and data for this purpose as the County may request. The right is reserved to reject the quote where the available evidence or information does not satisfy the County that the vendor is qualified to properly carry out the terms of the contract. At least five (5) references must be submitted with the submission.

Independent Contractors: Vendor and all employees of the successful vendor shall not be considered employees of the County while engaged in the performance of any work or services required herein, and shall be independent contractor. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, 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 to the County. Vendor guarantees that it shall have Worker's Compensation insurance in effect throughout the terms of this agreement as required by Minn. Stat. 176.182, and shall provide a certificate evidencing such insurance prior to executing the Contract.

Costs Not Provided For: No claim for services or supplies furnished by the successful vendor not specifically provided for in this Request for Quotes and subsequent contract will be honored by the County. County shall not be responsible for costs that the vendor may incur as result of submitting this quote.

Vendor's Records Subject to Audit: Pursuant to requirements of Minn. Stat. § 16B.06, subd. 4, the vendor agrees that its books, records, documents, and accounting procedures and practices relevant to this bid are subject to examination by the County, and either the legislative auditor or the state auditor as appropriate.

Termination of Contract: This agreement may be terminated by the County at any time, with or without cause, upon thirty (30) written days notice delivered by mail or in person. Notice to Contractor shall be delivered to Contractor at the address first written above. If notices are delivered by mail, they shall be effective two days after mailing.

Upon early termination by the County, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

Payment, Excise and Sales Tax: The County is subject to Minnesota Sales Tax, but is not subject to federal excise tax. Exemption numbers or certificates will be furnished upon request. Local governments are not required to pay local general sales tax, therefore, Anoka County is exempt from the Transit Improvement Tax of 0.25% (certificate not required). Each Contract Vendor, unless otherwise stated, shall include in its quote all applicable sales, consumer, use and other similar taxes, including any license, duties, and surcharges of any kind. No adjustment in the contract amount shall be allowed because of a vendor's failure to include any applicable sales, consumer, use, and other similar taxes, including any license, duties, and surcharges of any kind in its proposal.

Miscellaneous:

- A. By submitting a quote, the vendor certifies that it is the only party interested in its quote, and that its quote is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever.

- B.** The evaluation of the quote and the determination as to the quality of the supplies, materials, and services offered shall be the responsibility of the County and will be based on information furnished by the vendor, or identified in his quote, as well as other information reasonably available to the County.

C. DECLARATION OF POLICY OF AFFIRMATIVE ACTION

Anoka County acknowledges that equal opportunity for all persons is a fundamental human value. Consequently, it is the policy of the County to provide equal opportunity in employment and personnel management for all persons; to provide access to, admission to, full utilization and benefit of training and promotional opportunities without discrimination because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, public assistance status, handicap or disability; and to otherwise promote full realization of human rights within the County to the extent permitted by law. To implement this policy, Anoka County requires that every person making application for, currently employed by, or applying for future vacancies in the employ of the County of Anoka will be considered on the basis of individual ability and merit, without discrimination or favor.

In furtherance of this policy, the County of Anoka establishes an affirmative action plan, providing for and assuring fair and equitable treatment in all phases of public employment, including selection, compensation, benefits, training opportunities, promotions, transfers, layoffs and other terms, conditions and privileges of employment. The concept of this affirmative action policy is consistent and fundamental to the maintenance of effective equal opportunity and shall be implemented as an integral part of the County of Anoka's personnel system.

In the interest of advancing the goal of open competition and equal opportunity in employment, the County undertakes the responsibility for communicating its affirmative action policy to those from whom it purchases products and services.

- D. NON-DISCRIMINATION.** By submission of a bid, vendor agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract," set forth herein.

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the vendor agrees:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract hereunder, no vendor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States who are qualified and available to perform the work to which such employment relates;
2. That no vendor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any such person or persons, or on being hired, prevent, or conspire to prevent, any such person or persons from the performance of work under any contract on account of race, creed, or color;

3. Any violation of this section shall be a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant contracts for such employment, and all money due, or to become due hereunder, may be forfeited for a second or subsequent violation of the terms or conditions of this contract.

E. UNAVAILABILITY OF FUNDS. If the County shall learn that funding cannot be obtained or cannot be continued at a level sufficient to allow for the purchasing of the services specified herein, this Contract may then be terminated immediately, at the option of the County, by written notice of termination delivered in person or by mail to the vendor. The County shall not be obligated to pay for any services provided by the vendor after the vendor has received notice of termination.

F. TAXES. Before final payment is made, the vendor shall make satisfactory showing that he has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of State income tax from wages paid to the vendor's employees for work performed under the contract. Receipt by the owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement. The vendor is advised that before the certificate can be issued, he must first place on file with the Commissioner of Revenue, an affidavit stating that he has complied with the provisions of Minn. Stat. § 290.92. Unless the vendor has presented an affidavit to the owner showing that all claims against him by the reason of the contract have either been paid or satisfactorily secured, final payment may be withheld for a sufficient amount may be retained there from to cover the unpaid lien able claims.

G. PERFORMANCE AND PAYMENT BONDS. Anoka County may at its discretion, require the vendor to provide Performance and Payment Bond in the full amount of the contract together with the executed contract. Such bonds shall be issued from a reliable surety company licensed to do business in Minnesota and acceptable to the County. These bonds shall remain in effect for the duration of the contract. The bond is to insure to the County that the work has been performed in accordance with all applicable building codes, laws and ordinances and all work has been done according to the specifications of the bid documents. Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effective date of their power of attorney.

The vendor shall include cost of Performance and Payment Bond, if any, as a separate line item in the quote, if there will be an additional cost to provide Performance and Payment Bond.

H. INSURANCE. The vendor shall procure and maintain in full force and effect during the term of its contract for this project, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the vendor, its agents, representatives, employees or sub vendors, as well as Workers Compensation. The insurance coverage shall satisfy the requirements set forth in Exhibit B.

- I. COUNTY'S RIGHT TO CARRY OUT WORK.** If the vendor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the vendor the cost of correcting such deficiencies. If the payments then or thereafter due the vendor are not sufficient to cover such amount, the vendor shall pay the difference to the County.
- J. INDEMNIFICATION.** To the fullest extent permitted by law, the vendor agrees to assume the entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising and of or resulting from or in any manner connected with the execution of the work provided for in the Contract Documents or occurring or resulting from the use by the vendor, vendor's agents, or employees or others of materials, equipment, instrumentalities or other property, whether the same be owned by the County, vendor, sub vendor or third parties, and vendor agrees to indemnify and save harmless the County, its agents, elected officials and employees, from all such claims including without limiting the generality of the foregoing, claims for which the County may be, or may be claimed to be, liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The obligation of the vendor hereunder extends to any act or omission caused in whole or part by the vendor, any sub vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- K. CRIMINAL BACKGROUND CHECK.** Due to the sensitive nature of material involved, the Anoka County Sheriff's Office will conduct a criminal background check of all vendor staff that will be involved in the project and approve who will be eligible to be involved in this project. If the Vendor is awarded, the Vendor must provide a list of all employees that will be involved in this project within 5 days of being notified by completing the Attached Personnel Form. Exhibit C.
- L. EVIDENCE.** Due to the sensitive nature of evidence involved in criminal investigation, Anoka County Sheriff's Office will escort any and all materials out of the current storage room, into the vendor's vehicle, whereby such vehicle shall be appropriately sealed, vendor will then drive vehicle immediately to the secondary location where the materials (evidence) will then be escorted off the vehicle.
- M. SECURITY DEPOSIT OR BID BOND:** All vendors must include a certified check or bid bond in the amount of \$10,000 payable to Anoka County Treasurer with the submission.

EXHIBIT A

PRICE QUOTE FORM:

We, _____, hereby propose and agree to furnish and deliver PROFESSIONAL MOVING SERVICES for the Anoka County Sheriff's Office, in accordance with this "Request for Quote", for the total not to exceed price of : _____.

1) Please attach a detailed itemization of the above fee, hourly rate schedule, and material costs schedule.

2) Please complete the table below:

| | | |
|---|--|----|
| All pricing is based on the information gathered by the vendor at the mandatory walk through. | | |
| Option I | Vendor is responsible only for relocation of office equipment, furniture, boxes, etc. | \$ |
| Option I W/Performance Bond | Vendor is responsible only for relocation of office equipment, furniture, boxes, etc. | \$ |
| Option II | Vendor is responsible for supplying all packing material and packing as well as relocation of office equipment, furniture, boxes, etc. | \$ |
| Option II W/Performance Bond | Vendor is responsible for supplying all packing material and packing as well as relocation of office equipment, furniture, boxes, etc. | \$ |
| Cost of supplies – List most economical method e.g., per box, gross etc. | | |
| Box – Size: | | \$ |
| Box – Size: | | \$ |
| Box – Size: | | \$ |
| Packing rate - per staff/per hour | | \$ |
| Packing rate - per staff/per day | | \$ |
| Labels | | \$ |
| Labeling rate – per staff/per hour | | \$ |
| Labeling rate – per staff/per day | | \$ |
| Cost if Hazardous Materials are involved | | \$ |

| |
|---|
| Total Cost: \$ |
| Please explain how you arrived at the total cost: |
| |
| |
| |
| |

3) References: Furnish the following information for 5 commercial/institutional contracts of similar size to Anoka County in the last two years:

- a) Agency or Commercial Firm: _____
- Name of Person to be contacted: _____
- Telephone Number: _____

- b) Agency or Commercial Firm: _____
 Name of Person to be contacted: _____
 Telephone Number: _____
- c) Agency or Commercial Firm: _____
 Name of Person to be contacted: _____
 Telephone Number: _____
- d) Agency or Commercial Firm: _____
 Name of Person to be contacted: _____
 Telephone Number: _____
- e) Agency or Commercial Firm: _____
 Name of Person to be contacted: _____
 Telephone Number: _____

Designated person to be contacted for contract administration in the event of contract award:

Name: _____
 Title: _____
 Telephone: _____

PROPOSAL SUBMITTED BY:

 Name of Company

 Address

By: _____
 Signature

 Print Name

 Title

The undersigned fully intends to comply with the standards of AFFIRMATIVE ACTION and EQUAL OPPORTUNITY EMPLOYMENT and ANTI-DISCRIMINATION as cited in the CIVIL RIGHTS ACT of 1964 as AMENDED IN 1972 by THE EQUAL EMPLOYMENT OPPORTUNITY ACT.

| | |
|--|--|
| Return Quote to: ANOKA COUNTY GOVERNMENT CENTER PURCHASING DEPT. – Attn: Michelle Peterson & Susan Wall 2100 3rd AVENUE, STE 300 ANOKA, MN 55303-5029 | Firm Name Telephone () Address |
|--|--|

EXHIBIT B

INSURANCE REQUIREMENTS

Bidders/contractors/consultants (hereinafter referred to as the “Contractor”) will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the “Contract”), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER:** _____ .

- 1.1 **Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,500,000 each occurrence.
 - 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.1.2 **Anoka County** will be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Anoka County. There will be no endorsement or modifications of the CGL to make it excess over other insurance available; alternatively, if the CGL states that it is excess or pro-rata, the policy will be endorsed to be primary with respects to the additional insured.
 - 1.1.3 The County’s insurance shall be excess of the contractor’s insurance and will not contribute to it. The contractor’s coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 1.2 **Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$1,500,000 each accident.
 - 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
 - 1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
 - 1.2.3 Cargo coverage for the full value of the property being transported.
 - 1.2.3 **Waiver of Subrogation.** Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Exhibit.

- 1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$100,000 Bodily Injury By Accident for each accident, not less than \$100,000 Bodily Injury By Disease each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
- 1.4 Mover's Liability Insurance - Contractors insurance will provide full coverage of all property during the move to cover repair, replacement, or reimbursement for damage or loss of County Property. The Contractor insurance will pay the entire cost of an item's repair, replacement or reimbursement at today's prices, without depreciation. The County shall not be responsible for any deductibles for any damages or lost property. No other document or form will reduce coverage provided to the County without the written approval from Anoka County Risk Management.
- 1.4. **Other Insurance Provisions**
- 1.4.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County 's certificate of insurance form, which is attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- 1.4.2 All certificates will provide for 30 days written notice to Anoka County prior to the cancellation or material change of any insurance referred to in this Contract.
- 1.4.3 The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision.
- 1.4.4 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.4.5 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.4.6 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.4.7 Contractor will provide certified copies of all insurance policies required herein within 10 days of Anoka County's written request for said copies.
- 1.4.8 **Cross-Liability coverage.** If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.4.9 **Acceptability of Insurers.** Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

CERTIFICATE OF INSURANCE ISSUED TO: ANOKA COUNTY (per Exhibit B)

| | |
|----------|---|
| PRODUCER | THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW |
| | COMPANIES AFFORDING COVERAGE |
| INSURED | COMPANY A |
| | COMPANY B |
| | COMPANY C |
| | COMPANY D |

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LET | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|-----------|---|------------------|-------------------------------------|---|---|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONT PROT <input type="checkbox"/> <input type="checkbox"/> | | | | GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (any one person) | \$ <u>1,500,000</u> \$ <u>1,500,000</u> \$ <u>1,500,000</u> \$ _____ \$ _____ \$ _____ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> | | | | COMBINED SINGLE UNIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE | \$ <u>1,500,000</u> \$ _____ \$ _____ \$ _____ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/> | | | | AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE | \$ _____ \$ _____ \$ _____ \$ _____ |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE AGGREGATE | \$ _____ \$ _____ \$ _____ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ <input type="checkbox"/> INCL PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL OFFICERS ARE: | | | | <input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE – POLICY LIMIT DISEASE – EACH EMPLOYEE | _____ \$ <u>100,000</u> \$ <u>500,000</u> \$ <u>100,000</u> |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

- Anoka County and its Agents, Officers, Directors, and Employees are included as additional insured on the general liability regarding Anoka County Contract Number 2008-0361.
- Anoka County is named as a loss payee on the property insurance listed above, if any.
- All rights of subrogation under the policies listed above have been waived against Anoka County.
- The Workers' Compensation insurer named above, if any, agrees to waive all rights of subrogation against Anoka County for injuries to employees of the insured.
- This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to Anoka County.

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| CERTIFICATE HOLDER ANOKA COUNTY ATTN: _____ 2100 THIRD AVENUE ANOKA, MN | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, OR A DETERMINATION BE MADE NOT TO RENEW ANY OF THE ABOVE DESCRIBED POLICIES, OR A MATERIAL CHANGE BE MADE IN THE COVERAGE OF ANY OF THE DESCRIBED POLICIES, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAME TO THE LEFT. _____ AUTHORIZED REPRESENTATIVE |
|--|--|

INSURANCE OR CERTIFICATE QUESTIONS SHOULD BE DIRECTED TO ANOKA COUNTY RISK MANAGEMENT AT (763) 323-5370.

EXHIBIT C

PERSONNEL FORM

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| <p>CONSENT TO CONDUCT CRIMINAL BACKGROUND CHECK</p> <p>CONFIDENTIAL</p> <p>NOTE TO APPLICANTS: Due to sensitive nature of criminal investigations, Anoka County Sheriff’s Office will conduct criminal background checks for all people who will be involved in the moving of Sheriff’s Office equipment. A criminal conviction or pending criminal charge may be a factor in being eligible to work on this project. An actual check of conviction records and/or pending criminal charges will be conducted only if your firm has been selected as the vendor.</p> <p>The information requested below is required to conduct a criminal history background check and will not be used for any other purpose. Discrimination on the basis of age, gender, race or any other protected class status is prohibited by Anoka County policy.</p> <p>A record of conviction and/or pending criminal charges is not an absolute bar to working on this project. Such information will be considered only if there is a substantial relationship between the circumstances of the conviction and/or pending charges. Your completion of this form is part of your employers submission process. Applicants must fill out the form accurately and completely. Applicants who fail to complete the form will not be further considered for this project. Any person’s failure to accurately and completely disclose his or her criminal conviction history may be grounds for removal from further consideration for this project.</p> |
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| The following may be authorized by law to receive this data as necessary to do their jobs: Anoka County Sheriff’s Office, Minnesota Department of Labor and Industry, State of Minnesota Bureau of Criminal Apprehension, State and Federal Courts, and attorneys representing any of the above agencies. | | | |
| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
| Current Address: | City: | State: | Zip: |
| Date of Birth: | Driver’s License Number | State Issued: | |
| I give my consent for release by the Minnesota Bureau of Criminal Apprehension and the Minnesota Department of Public Safety of criminal history and driver’s license information about me to Anoka County. This data will be used in connection with my employment with _____ (vendor’s/employer’s name) to move Anoka County Sheriff’s Office. Unless revoked by me in writing earlier, this consent expires one year after the date of my signature. | | | |
| SIGNATURE: | | | Date: |

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|--|--------------------------------|----------------------|--------------|
| The following may be authorized by law to receive this data as necessary to do their jobs: Anoka County Sheriff’s Office, Minnesota Department of Labor and Industry, State of Minnesota Bureau of Criminal Apprehension, State and Federal Courts, and attorneys representing any of the above agencies. | | | |
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| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
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| Date of Birth: | Driver's License Number | | State Issued: |
| I give my consent for release by the Minnesota Bureau of Criminal Apprehension and the Minnesota Department of Public Safety of criminal history and driver's license information about me to Anoka County. This data will be used in connection with my employment with _____ (vendor's/employer's name) to move Anoka County Sheriff's Office. Unless revoked by me in writing earlier, this consent expires one year after the date of my signature. | | | |
| SIGNATURE: | | | Date: |

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| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
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| SIGNATURE: | | | Date: |

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| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
| Current Address: | City: | State: | Zip: |
| Date of Birth: | Driver's License Number | State Issued: | |
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| SIGNATURE: | | | Date: |

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|--|--------------------------------|----------------------|--------------|
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| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
| Current Address: | City: | State: | Zip: |
| Date of Birth: | Driver's License Number | State Issued: | |
| I give my consent for release by the Minnesota Bureau of Criminal Apprehension and the Minnesota Department of Public Safety of criminal history and driver's license information about me to Anoka County. This data will be used in connection with my employment with _____ (vendor's/employer's name) to move Anoka County Sheriff's Office. Unless revoked by me in writing earlier, this consent expires one year after the date of my signature. | | | |
| SIGNATURE: | | | Date: |

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| The following may be authorized by law to receive this data as necessary to do their jobs: Anoka County Sheriff's Office, Minnesota Department of Labor and Industry, State of Minnesota Bureau of Criminal Apprehension, State and Federal Courts, and attorneys representing any of the above agencies. | | | |
| Last Name: | M.I. | First Name: | |
| Other names you have used: | | | |
| Current Address: | City: | State: | Zip: |
| Date of Birth: | Driver's License Number | State Issued: | |
| I give my consent for release by the Minnesota Bureau of Criminal Apprehension and the Minnesota Department of Public Safety of criminal history and driver's license information about me to Anoka County. This data will be used in connection with my employment with _____ (vendor's/employer's name) to move Anoka County Sheriff's Office. Unless revoked by me in writing earlier, this consent expires one year after the date of my signature. | | | |
| SIGNATURE: | | | Date: |

EXHIBIT D

Anoka County Contract No. _____

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County has requested quotes for professional moving services to relocate furniture, fixtures and files from the Anoka County Sheriff’s Office in the current locations at 325 E. Main St., Suite 200, Anoka, MN 55303, and 1530 Bunker Lake Blvd. NW, Andover, MN 55304 to the new location at 13333 Hanson Blvd. NW, Andover, MN 55304; and

WHEREAS, the Contractor submitted a proposal and represents that it is qualified and willing to furnish these services; and

WHEREAS, the County wishes to purchase these services from the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This Agreement shall commence upon the signing of this Agreement and shall continue in effect through the satisfactory completion of the services to be provided herein.

II. SERVICES

The County agrees to purchase and the Contractor agrees to furnish the services set forth in the County’s Request for Quotes and Contractor’s Quote, which is attached hereto and incorporated herein as Exhibits A and B, respectively.

III. COMPENSATION

For services satisfactorily completed, the County shall pay the Contractor the total sum of _____.

IV. BILLING AND PAYMENT

Upon satisfactory completion of the services described herein, the Contractor shall submit to the County an itemized statement containing such information as is required by the County. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The Contractor agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's provision of services hereunder. The Contractor further agrees to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

VI. INDEMNIFICATION

The Contractor agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Contractor.

VII. INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit B, which is attached hereto and incorporated herein.

VIII. SERVICES NOT PROVIDED FOR

No claim for services furnished by Contractor not specifically provided for herein shall be honored by the County.

IX. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Contractor to the County is that of an independent contractor and not an employee or agent of the County.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

XI. STATE TAX LAWS

The County shall not make final payment until the Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees and to employees of any subcontractors hired by the Contractor for work performed under this Agreement. The Contractor will provide the County with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

Contractor shall not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

XIII. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XIV. AFFIRMATIVE ACTION

In accordance with Anoka County's Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

XV. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Contractor agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the County, unless stated otherwise in this Agreement.

XVI. EARLY TERMINATION

This Agreement may be terminated by the County at any time, with or without cause, upon fourteen (14) written days notice delivered by mail or in person. Notice to Contractor shall be delivered to Contractor at the address first written above. If notices are delivered by mail, they shall be effective two days after mailing.

Upon early termination by the County, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

XVII. DEFAULT AND REMEDY

Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Contractor, the County may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated above, and may recover from the Contractor any damages sustained by the County which may directly or consequently arise out of the breach of this Agreement by the Contractor.

XVIII. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By: _____
Cevin Petersen, Division Manager
FCS Accounting

By: _____

Its: _____

Dated: _____

Dated: _____

By: _____
John Sullivan, Director
Risk and Procurement

By: _____

Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Kathryn Timm
Assistant County Attorney

Dated: _____