

EQUAL OPPORTUNITY EMPLOYER

**ANOKA COUNTY**

2100 3<sup>rd</sup> AVENUE, ANOKA, MN 55303

|   |   |                                  |
|---|---|----------------------------------|
| VENDOR  | Days required to ship<br>After receipt of order   | Cash discount<br>____ days ____% |
|   | <ul style="list-style-type: none"> <li>• ALL ITEMS MUST MEET OSHA STANDARDS</li> <li>• QUOTES ARE TO BE CONSTRUED AS THE DELIVERED PRICE UNLESS OTHER WISE SPECIFIED</li> <li>• WHEN MAKING A QUOTE OTHER THAN SPECIFIED. VENDOR MUST GIVE COMPLETE DESCRIPTION AND SPECIFICATIONS.</li> <li>• ANOKA COUNTY RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PART OF ANY QUOTES.</li> </ul> |                                  |
| <p><b>REQUEST FOR QUOTE                      QUOTES ARE DUE    April 10, 2009 1:00PM</b><br/> <b>Deliver To: Michelle Peterson, Purchasing Department or Fax to: 763-422-7505</b></p> |   |                                  |
| <p><b>DESCRIPTION OF ITEM OR SERVICES</b><br/> <b>Cleaning Services for Eastern Anoka County Human Service Center</b></p>   |   |                                  |

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

Anoka County is requesting price quotes for the Cleaning of the Eastern Anoka County Human Service Center at 4175 Lovell Road, Lexington, MN 55014. This quote is to include all materials and labor.

**Contract Period:** The Contract period shall be from May 1, 2009 through April 30, 2010. This contract may be renewed for (2) additional twelve-month periods thereafter, upon written agreement by the parties. Pricing may be adjusted up to a maximum percent as stated in the Quote Form.

**Award:** Award will be made to the lowest responsible, responsive vendor meeting all terms, conditions and specifications of the Quote to include :

1. General reputation and experience of vendor;
2. County's evaluation of the vendor's ability to service the County in terms of its requirements as called for in this quote;
3. The County's prior knowledge of and experience with the vendor's past performance;
4. The needs and requirements of the County.
5. The amount of time proposed to clean the building.
6. The equipment to be provided by the vendor to clean the building.
7. Cost to clean the building.

**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, parts and products must meet all local, state and federal OSHA standards, local code standards; 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 and not deviate from the provisions of the other Contract Documents.

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

**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 Request for Quote must be forwarded to the Anoka County staff who is authorized to provide clarifications. Authorized County Staff is: Michelle Peterson, Buyer at 763-323-5318 or michelle.peterson@co.anoka.mn.us.

**A walk-thru is scheduled for Thursday, April 2, 2009 at 1:00P.M. at the Eastern Anoka County Human Service Center at 4175 Lovell Road, Lexington, MN 55014.**

**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 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 Vendors 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 three (3) references are required.

**Security and Removal of Individuals:** Vendor shall, prior to commencing services, must conduct a criminal background check on all vendor's personnel that will perform work at Anoka County facility to ensure that they have no felony and/or criminal sexual conduct record. Prior to commencing services the vendor shall provide a list of personnel to the County indicating the personnel that will deliver or perform work at County facilities and documentation that a criminal background has been completed. The County shall have the right, through its designees, to order the immediate removal of any Vendor or Sub-vendor's employees from a job site or sites for just cause including, but not limited to, security, disorderly behavior, intoxication, violation of a law or rule, unsafe behavior or for emergency public safety reasons. The County shall provide notice to the Vendor regarding the reason or reasons for such removal within 24 hours of such removal. The removed employee shall not be permitted to return to the site or sites without written approval of the County. To remove an employee for any other reason, the County shall consult with the Vendors Manager to attempt to reach a mutual agreement regarding that employee.

## **WORKER'S COMPENSATION**

Prior to commencement of Contract term, the successful vendor(s) shall submit a signed statement to the County evidencing compliance with the Worker's Compensation insurance coverage requirement of Minn. Stat. 176.182 set forth in pertinent part herein:

Minn. Stat. 176.182 BUSINESS LICENSES OR PERMITS; COVERAGE REQUIRED. . .Neither the state nor any governmental subdivision thereof shall enter into any contract before receiving from all other contracting parties acceptable evidence of compliance with the Worker's Compensation Insurance Coverage requirement of Section 176.181, subdivision 2.

In any case where subcontracting is approved, the vendor(s) shall require the sub-vendor to provide worker's compensation insurance, all in accordance with the statutory requirements. Evidence of sub-vendor's insurance shall be filed with the County.

### **Independent Vendors**

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 Vendors. 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 County.

### **Costs Not Provided For**

No claim for services or supplies furnished by the successful vendor not specifically provided for in this quote and subsequent contract will be honored by the County.

### **Indemnification**

The Vendor agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses, (including attorney's 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 Vendor.

### **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.

## Prices

The vendor certifies that any and all prices for supplies, materials, and services, now or subsequently specified herein, are as low as, and no higher than prices which the vendor has charged, or intends to charge, customers other than the County for the same or similar supplies, materials, and services of the equivalent quantity and quality for delivery or performance during the same periods of time.

In the event that during the term of the contract the successful vendor shall reduce any or all prices charged to any or all customers other than the County for the same or similar supplies, materials, or services of the equivalent quantity, quality, delivery, performance, duration, and location as said supplies, materials, and services specified herein, the vendor shall make an equivalent reduction for the County in corresponding prices for said specified supplies, materials and services.

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.

**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 Vendor shall be delivered to Vendor 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 Vendor 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 Minnesota Wheelage tax or federal excise tax. Exemption numbers or certificates will be furnished upon request. Each Contract Vendor, unless otherwise stated, shall include in its quote request 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 quote.

- 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 Request for 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 their Quote, as well as other information reasonably available to the County.

C. Any and all employees of the Vendor or other persons while engaged in the performance of any work or services required by the Vendor under this agreement shall not be considered employees of the County and any and all claims that may or might arise under the Worker's 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 or 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 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.

D. The following is the County's Affirmative Action Policy:

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.

E. 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.

F. 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.

G. 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 lienable claims.

H. AUDIT. The Vendor shall maintain such records as are required by the County in order to allow the County to fulfill its reporting requirements to the State of Minnesota or other agencies. The Vendor shall allow the County or other agencies authorized by the County, including the Legislative Auditor or the State Auditor, access to the records of the Vendor at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Vendor relevant to the subject matter of the agreement, for purposes of audit.

I. PERFORMANCE AND PAYMENT BONDS. The successful vendor shall be required to furnish performance and labor and materials payment bonds 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.

The bond is to insure to the County that 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 bonds shall be in a form acceptable to the County.

J. **Contract for Services** – The Contract resulting from this RFQ shall be subject to the terms and conditions as provided in the attached Contract for Services (Exhibit C). Please acknowledge agreement with these terms and conditions in your Quote.

K. 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 and if applicable, Professional Liability coverage. The insurance coverage shall satisfy the requirements set forth in the Exhibit 1, which is attached hereto and incorporated herein.

L. PAYMENT OF PREVAILING WAGES. The Vendor agrees that the Vendor's laborers and mechanics and any Sub-vendor's (of any tier) laborers and mechanics who work on this project and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wage rate as certified by said Department. Any laborer or mechanic employed by the Vendor or any Sub-vendor of any tier may not be permitted or required to work longer than the prevailing hours of labor unless the laborer or mechanic is paid for all hours in excess of the prevailing hours at a rate of at least 1 ½ times the hourly basic rate of pay for the laborer or

mechanic. The laborer or mechanic must be paid at least the prevailing wage rate in the same or most similar trade or occupation in the area. Each Vendor and Sub-vendor of any tier performing work on this project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the County or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid.

1. Definitions

The definition of "laborer" and "mechanic" used in connection with prevailing wages shall be that definition contained in 29 CFR Part 5.2(m).

The definition of "prevailing hours of labor" used herein shall be that definition contained in Minn. Stat. § 177.42, Subd. 4.

The definition of "prevailing wage rate" used herein shall be that definition contained in Minn. Stat. § 177.42, Subd. 6.

2. Submission of Payroll

a. Upon request of the County, the Vendor and Sub-vendors, if any, shall submit to the County, weekly for each week in which any contract work is performed, a copy of all payrolls. The payroll submitted shall set out accurately and completely all the information required to be maintained under Section 5.5(a)(3)(i) of regulations, 29 CFR Part 5.

b. Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Vendor or Sub-vendor or its agent who supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains information required to be maintained under Section 5.5(a)(3) of regulation, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalent for the classification of work performed as specified in the applicable wage determination incorporated into this contract.
- (4) The Vendor or Sub-vendor shall make the records required under this paragraph available for inspection, copying or transcription by the County and shall permit the County to interview employees during working hours on the job. If the Vendor or Sub-vendor fails to submit the required records and make them available, the County may, after written notice to the Vendor, take such action as may be necessary to cause the suspension of any further payments, advance, or guarantee of funds.

3. Violation; Liability for Unpaid Wages

In the event of any violation by the Vendor or Sub-vendor relating to the prevailing wage provision in this Contract, the Vendor shall be liable for the unpaid wages.

4. Withholding of Unpaid Wages

The County of Anoka may upon its own action withhold or cause to be withheld from any monies payable on account of work performed by the Vendor or any Sub-vendor such sums as the County may determine to be necessary to satisfy any liabilities of such Vendor or Sub-vendor for any unpaid wages as required herein.

5. Fringe Benefits

The Vendor and Sub-vendors shall pay fringe benefits in the manner and in accordance with the 1964 amendments to the Davis-Bacon Act (Public Law 88-349) and the implementing regulations contained in 29 CFR, Subpart B, 5.20, et seq.

6. Liquidated Damages

If the Vendor or any Sub-vendor of any tier does not pay its laborers and mechanics prevailing wages as provided herein, the Vendor shall be liable to and pay to the County, as liquidated damages, a sum equal to five percent (5%) of the contract amount. The County may deduct any money due or coming due to the Vendor such sums as the County may determine to be necessary to satisfy any liability of the Vendor to pay liquidated damages as provided herein. Any monies collected or deducted are not to be construed as a penalty but as liquidated damages to compensate the

County for the Vendor's and/or Sub-vendor's failure to pay prevailing wages. The rights and remedies provided for in these specifications shall be in addition to and not a limitation of any rights or remedies available at law. In any lawsuit involving assessment or recovery of liquidated damages, the reasonableness of the charges therefore shall be presumed, and the amount assessed shall be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute or under the contract.

7. Termination of Contract

A violation of any of the stipulations concerning the payment of prevailing wages and/or prevailing hours of labor as required herein shall constitute a substantial breach of the contract terms and shall constitute grounds for termination of this contract.

- M. OWNER'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.

## **SPECIFICATIONS/REQUEST FOR QUOTE FORM**

Sales Tax to be included as applicable.

This Request for Quote with price sheet will be incorporated into the Contract, Purchase of Service Agreement, a sample form of which is attached.

These specifications are intended to set forth a minimum level of acceptable performance for the cleaning of the Eastern Human Service Center and will establish a basis upon which the County will evaluate the Vendor's performance. Compliance with minimum cleaning standards alone will not be considered sufficient performance - especially should other problems (such as security or contract violations) exist with the Vendor. The goal of this contract is to maintain the buildings in a clean, attractive and safe condition and to extend the life of carpets, flooring and furnishings by keeping them clean and well maintained.

Questions or requests for an interpretation about the specifications or the meaning of a particular provision or request for extra payments will be forwarded to Michelle Peterson. If the owner and the Vendor cannot reach agreement about the meaning of specifications or the work to be performed or about the quality of the vendor's work, then, either party may cancel the contract as provided herein.

**A. Hours**

The Vendor shall provide personnel for cleaning between the hours of 5:00 p.m. and 9:00 p.m. three days per week, Monday, Wednesday, and Friday. The Vendor shall be advised of schedule changes by the Bldg. Services Manager.

**B. Holidays**

No cleaning will be required e.g. on New Year's Day, Martin Luther King Day, Memorial Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. At the beginning of each new year, the County will provide the Vendor with a new list of holidays reflecting when the facility will be closed.

**C. Equipment**

The Vendor shall supply all the equipment that is required to perform cleaning services in a professional and thorough manner. All equipment shall be maintained in a safe, efficient operating condition at all times - all safety features (shields, grounding plugs, etc) will be maintained in proper working order. Unsafe or inoperative equipment will NOT BE USED AND WILL be promptly removed from Patrol Station premises.

**D. Trash/Recycling**

Trash shall not be stored in the facility and shall be properly bagged in bags supplied by the County, and disposed of in containers designated by the County. The Vendor will collect material from individual recycling containers and will empty them into the proper receptacles provided by the County at each building.

**E. Supplies and Equipment to be Provided By Vendor**

1. The vendor will supply all necessary cleaning chemicals. The Vendor will be responsible for informing its personnel of any potential hazards under the Minnesota "Employees Right to Know" and will assume any liabilities from their use.
2. The vendor will provide all of the necessary equipment (including vacuum cleaners, trash collector carts, brooms, mops, floor scrubbers, brushes and related supplies) that are required for the performance of this contract. The Vendor will properly and regularly maintain its equipment so that safety hazards are minimized and the equipment cleans properly. All electrical equipment will either be double insulated or have a three grounding prong plug. Broken equipment cords will be properly and immediately repaired or replaced. Unused or unusable equipment or supplies will be promptly removed from the owners premises.
3. The vendor will provide all the necessary cleaning rags, cloths and brushes, will store them carefully and safely and will insure that disposal is properly handled.
4. The vendor will provide toilet paper and paper towels at an extra charge to the County, please provide a quote for the cost of these items.

**F. Storage of Supplies**

The County will provide designated storage space at the Eastern Human Service Center building for the Vendor's equipment and supplies to be used within that building. The vendor will maintain this space in a clean, safe and orderly manner to eliminate safety and fire hazards. Supplies or equipment will not be stored on or adjacent to boilers, water heaters or electrical equipment. No supplies or equipment will be stored in a manner that blocks doors, traffic aisles, light switches, mechanical or electrical equipment or fire sprinkler heads, valves or other safety equipment.

**G. "RIGHT TO KNOW" ACT**

To conform with the Minnesota "Employees Right to Know" Act, the Vendor shall be responsible to comply with the following:

- a. Thoroughly train all cleaning personnel on the proper use and handling of all hazardous materials used for cleaning at the Anoka County Eastern Human Service Center.
- b. Submit safety material data sheets on all hazardous materials stored and used at the Anoka County Eastern Human Service Center building within 15 days after the Contract begins and on May 1 each year.
- c. Submit a complete inventory of all cleaning agents and chemicals stored/used in the Anoka County Eastern Human Service Center building along with safety material data sheets. Inventory list shall be updated on May 1 of each year. A copy will be maintained at each location serviced by the Vendor and a copy will be provided to the Anoka County Eastern Human Service Center.

NOTE: The Vendor shall submit complete product safety material data sheets and inventory list to County within 30 days after the beginning of service.

## **H. WEEKLY SERVICES**

**(3 times / wk Monday, Wednesday, Friday 5:00 P.M. to 9:00 P.M.)**

**AREA OF SERVICE: Eastern Anoka County Human Service Center  
4175 Lovell Road  
Lexington, MN 55014**

### **AREAS TO BE SERVICES**

**Entire Office Areas, Lunchrooms and Restrooms**

#### **Daily**

1. Empty all waste receptacles and place for disposal in designated areas.
2. Replace trash liners.
3. Wash tables in lunchroom areas with disinfectant.
4. Clean sinks, microwave oven, and refrigerator exteriors.
5. Clean and disinfect inside/outside of sinks, mirrors, toilets, and urinals in restrooms and showers. Polish chrome hardware, including handrails.
6. Spot wash doors, walls, and partitions in restrooms.
7. Replenish towels, tissue, and hand soap and sanitary napkins from customer supply.
8. Damp mop and disinfect restroom floors.
9. Vacuum all carpeted areas and rugs.
10. Sweep and dust mop all resilient tile floor areas.
11. Clean all entrance and partition glass door handles and kick plate.
12. Replace furniture after completion of work.
13. Maintain janitorial closet in a neat and orderly fashion.
14. Turn off lights and lock all doors at the end of the working shift to maintain security.
15. Report to County any breakage or building emergencies.

#### **Weekly**

1. Sweep areas immediately outside front doors. (Within a radius of 15 feet)
2. Wet mop hard surface floors.
3. Dust all counter tops, desk tops, file cabinets, and office furniture.
4. Dust all horizontal surfaces within reach.
5. Spot wash walls and light switch areas.
6. Clean entry glass (glass in or adjacent to doors) including sills, frames, and thresholds.
7. Wash walls and partitions in restrooms.
8. Report any conditions in the building or equipment that requires repair or maintenance, ESPECIALLY safety related conditions or vandalism.

#### **Monthly**

1. Vacuum upholstered furniture to maintain appearance.
2. Dust picture frames and ledges.
3. Meet with a County representative to inspect premises and to discuss performance of the Vendor.

**Vendor to furnish all working equipment, and cleaning supplies necessary to perform duties as noted in contract (unless otherwise noted).**

State Monthly Cost: \$ \_\_\_\_\_

State Hourly Cost for Additional Services including stripping, sealing and carpet cleaning upon request: Additional Rate Per Hour \$ \_\_\_\_\_

State Maximum Percentage Increase for the time period of:

May 1, 2010 through April 30, 2011 \_\_\_\_\_ %

May 1, 2011 through April 30, 2012 \_\_\_\_\_ %

Attached Material Safety Data Sheets: \_\_\_\_\_ yes \_\_\_\_\_ no

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

1. Agency or Commercial Firm: \_\_\_\_\_  
Name of Person to be contacted: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_
  
2. Agency or Commercial Firm: \_\_\_\_\_  
Name of Person to be contacted: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_
  
3. 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: \_\_\_\_\_

QUOTE SUBMITTED BY:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
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:<br>ANOKA COUNTY PURCHASING<br>2100 3 <sup>rd</sup> AVENUE<br>ANOKA, MN 55303 | Firm Name _____ Telephone ( ) _____<br>Address: _____ |
|---|---|

**EXHIBIT 1**

**INSURANCE REQUIREMENTS**

Contractors/vendors/consultants shall procure and maintain for the duration of 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 hereunder by the contractor/vendor/consultant, their agents, representatives, employees or sub-vendors. **ANOKA COUNTY CONTRACT NUMBER:** \_\_\_\_\_ .

**1. Minimum Scope of Insurance:** Coverage shall be at least as broad as follows:

- 1.1 Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 1.2 Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- 1.3 Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.

**2. Minimum Limits of Insurance:** Contractor/vendor/consultant shall maintain **NO LESS THAN:**

- 2.1 Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$1,000,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- 2.2 Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$1,000,000 each accident for bodily injury and property damage.
- 2.3 Employers Liability: \$1,000,000 for bodily injury or disease.

**3. Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Anoka County, agents, officers, directors, and employees; or the contractor/vendor/consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses; or the contractor/vendor/consultant shall provide County-requested financial statements for the purpose of verifying financial solvency, and acceptance of deductibles or self-insured retention based on this verification.

**4. Other Insurance Provisions**

- 4.1 All Liability policies are to contain, or be endorsed to contain, the following provision: **Anoka County, its agents, officers, directors, and employees are to be covered as an additional insured for all liability coverages using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage.** This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The County's insurance shall be excess of the vendor/consultant's insurance and shall not contribute to it. The vendor/consultant's coverage shall contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
- 4.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- 4.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 4.4 The Vendor shall include all sub-vendors as insured under its policies or **furnish separate certificates and endorsements for each sub-vendor where applicable.** All coverage for sub-vendors shall be subject to all of the requirements stated herein.
- 4.5 Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the County, its agents, officers, directors, and employees.

## **5. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of A:VII, unless otherwise acceptable to the County.

## **6. Verification of Coverage**

Vendor shall furnish the County with certificates of insurance and original endorsements effecting coverage required by this clause. **The certificate attached to this contract should be signed by a person authorized by that insurer to bind coverage on its behalf. A certificate other than the one attached may be used if coverage's and endorsements match or exceed the coverage's identified on the attached certificate.** All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies and endorsements at any time.

Anoka County Contract No. \_\_\_\_\_

**EXHIBIT 2**

**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 "Vendor."

**WITNESSETH:**

WHEREAS, the County is requesting price quotes for the Cleaning of the Eastern Human Service Center, located at 4175 Lovell Road, in Lexington, Minnesota; and

WHEREAS, the Vendor represents that the Vendor is qualified and willing to furnish these services; and

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

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

**I. TERM**

This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

OR

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 Vendor agrees to furnish the services set forth in the County's Description of Item or Services dated \_\_\_\_\_ and as set forth in Vendor's quote dated \_\_\_\_\_, which quote is attached hereto and incorporated herein as Exhibit A.

**III. COMPENSATION**

County shall pay the Vendor at a rate of \$\_\_\_\_\_ per \_\_\_\_\_ provided that the total amount paid for services satisfactorily completed does not exceed \$\_\_\_\_\_.

OR

For services satisfactorily completed, the County shall pay the Vendor a sum not to exceed \$\_\_\_\_\_.

**IV. BILLING AND PAYMENT**

Upon satisfactory completion of the services described herein, the Vendor 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 Vendor or make reasonable arrangements for payment acceptable to the Vendor.

**V. AUDIT DISCLOSURE AND RETENTION OF RECORDS**

The Vendor 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 Vendor that are pertinent to the Vendor's provision of services hereunder. The Vendor 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 Vendor 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 Vendor.

**VII. INSURANCE**

The Vendor 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 Vendor, its agents, representatives, employees or sub-vendors. 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 Vendor not specifically provided for herein shall be honored by the County.

## **IX. INDEPENDENT VENDOR**

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

## **X. COMPLIANCE WITH LAWS**

In providing all services pursuant to this Agreement, the Vendor 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 Vendor.

## **XI. STATE TAX LAWS**

The County shall not make final payment until the Vendor 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 Vendor's employees and to employees of any sub-vendors hired by the Vendor for work performed under this Agreement. The Vendor will provide the County with a letter stating the requirements have been met.

## **XII. SUBCONTRACTING AND ASSIGNMENTS**

Vendor 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 Vendor shall be responsible for the performance of all sub-vendors.

## **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 Vendor 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 Vendor 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 Vendor 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 Vendor. The Vendor 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 thirty (30) written days notice delivered by mail or in person. Notice to Vendor shall be delivered to Vendor 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 Vendor 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 Vendor (including the failure of any employee or agent of the Vendor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Vendor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Vendor, the County may cancel this Agreement by sending a written notice of cancellation to the Vendor at the address stated above, and may recover from the Vendor any damages sustained by the

County which may directly or consequently arise out of the breach of this Agreement by the Vendor.

**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 Vendor 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: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Dan Klint  
Assistant County Attorney

Dated: \_\_\_\_\_