

February 2, 2011

REQUEST FOR PROPOSALS

Lead Analytical Services

**Issued by
Hennepin County
Housing, Community Works and Transit**

1.0 Opening Statement

This Request for Proposals (RFP) is issued by Hennepin County Housing Community Works and Transit (HCWT) to solicit proposals for lead analytical services. HCWT is soliciting proposals from qualified laboratories with experience and accreditation to complete lead dust wipe, soil and water sample analysis.

2.0 Project description

HCWT administers federal, state and locally-funded residential rehabilitation programs that aim to provide healthy, safe and affordable housing for Hennepin County residents. HCWT staff performs lead risk assessments and lead clearance inspections. HCWT seeks a laboratory accredited through The National Lead Laboratory Accreditation Program (NLLAP) to provide accurate and timely analysis of dust wipe, soil and water samples for lead content.

3.0 Scope of Work

Services: All sample analysis will be conducted in accordance with the US EPA LABORATORY QUALITY SYSTEM REQUIREMENTS (LQSR) REVISION 3.0

- Lead Dust Wipes
- Lead in Soil
- Lead in Water

Sample Collection and Transport: HCWT staff will collect the samples and prepare them for transportation to the laboratory. The laboratory will be responsible to pick up samples from 417 North 5th St Minneapolis MN 55401 on normal business days. Pick ups will be required on average three days a week but could be as many as five depending on volume.

Supplies: The laboratory will provide HCWT with supplies necessary for lead dust wipe collections, including:

- Lead Dust Sampling Wipes
- 50 mL Sample Tubes
- Requisition forms / Sample collection forms

Reporting Test Results: Test results will be reported by email in a format acceptable to HCWT. Results will include collection information provided by HCWT, Raw samples results and calculated results based on provided sample area measurements.

Sub-Contracting: If the laboratory cannot provide all services, they may subcontract one or more types of analysis; however, HCWT must be notified in writing and the sub-contractor must be NLLAP accredited.

4.0 Proposal Requirements

The proposal should be complete but RESPONSES MAY NOT EXCEED five (5) single-sided pages in length and should be prepared using a standard 12-point font. The five page limit does not include attachments.

- Cover Letter
Provide a cover letter that identifies the respondent.
- Relevant Experience
Respondents should briefly describe past relevant experience including number of years in the field.
- Capacity
Respondents should describe their capacity to complete the described sample analysis services. Include information on number and type of laboratory staff in the organization qualified to perform the analysis. List the number and type of analysis instruments owned by or currently rented by your organization. List the volume of lead dust wipe samples that your laboratory can analyze in an eight-hour time period.
- Price List (Attachment A)
Respondents are required to complete attachment A. All related expenses including shipping should be included in the unit price for the service.
- Other Information
The respondent may include additional information in this section to supplement the narrative, as the respondent deems appropriate. Provision of information within this section is optional.
- Required Material in Support of the Proposal
Accreditation Documents--- Attach all relevant accreditation documents including documents for sub-contractors.

5.0 Intent to Propose and Questions

All prospective respondents are requested to notify Hennepin County of their Intent to Propose by **February 17, 2011**. Respondents are asked to send a Notice of Intent to Propose (which includes their address, telephone number and email address), by e-mail, or U.S. Mail.

Hennepin County
Housing, Community Works and Transit
Attn: Michael Jensen
417 North 5th Street, Suite 320
Minneapolis, MN 55401-1362
FAX: 612 348 2114
email: Michael.A.Jensen@co.hennepin.mn.us

Prospective respondents may address questions related to this RFP in writing to Michael Jensen at the email address above. All questions must be submitted in writing by **February 17, 2011 at 4:00 p.m.** Hennepin County will answer all written requests received prior to the stated deadline, in writing, and copies of the questions and answers will be transmitted to all firms or individuals who have submitted an Intent to Propose.

6.0 General Requirements

The response to this RFP is due on **February 28, 2011 at 4:00 p.m.** Proposals must be typewritten and no less than three (3) copies of the response shall be provided to Hennepin County.

The responses must be delivered to:

Hennepin County
Department of Housing, Community Works and Transit
Attn: Michael Jensen
417 North 5th Street, Suite 320
Minneapolis, MN 55401-1362

The Respondent shall agree that it is responsible for all terms, conditions, promises, data, representations and all information included in its proposal.

The Respondent shall acknowledge that all paperwork, notes, concepts, and ideas created or derived pursuant to the activities in this request are the exclusive and perpetual property of Hennepin County.

Hennepin County reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal or the respondent's reply based on the component prices submitted.

7.0 Evaluation Criteria

- Previous relevant experience
- Qualifications and expertise of personnel
- Capacity of respondent to perform required tasks
- Reasonableness of cost estimates for services proposed

8.0 HENNEPIN COUNTY CONTRACT

The contractor will be required to enter a standard county contract. A template has been attached.

Contracts will begin April 15, 2011 and end December 31, 2012.

Contract amounts will not exceed \$50,000 per calendar year.

HCWT will likely choose to enter contracts with more than one vender.

Attachment A

Lead Analysis Price List

Lead Dust Wipe Analysis per wipe, standard 3 day TAT \$_____

Expected volume 30-60 per week

Lead Dust Wipe Analysis per wipe, 24 hour clearance TAT \$_____

Expected volume 16-24 per week

Lead Dust Wipe Analysis per wipe, 7 hour rush clearance TAT \$_____

Results to be reported by 4:00pm Central Time.

Expected volume 24-36 per week

Lead in Soil Analysis per soil sample, standard 5 business day TAT \$_____

Expected volume 12-18 per week except during winter.

Lead In Water Analysis (per water sample) standard 10 business day TAT \$_____

Expected volume 1-5 per year.

TAT = Turn Around Time

Contract No: _____

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the "COUNTY") A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Department name and address), ("DEPARTMENT") and (CONTRACTOR's name and also address if CONTRACTOR's business address and home address are not the same), ("CONTRACTOR").

The parties agree as follows:

1. **TERM AND COST OF THE AGREEMENT**

CONTRACTOR agrees to furnish services to the COUNTY commencing _____ and terminating _____, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

CONTRACTOR shall be paid on a per sample basis according to Attachment B. The total cost of this Agreement, including all reimbursable expenses, shall not exceed _____ Dollars (\$_____).

2. **SERVICES TO BE PROVIDED**

Analytical laboratory services which include:

- Lead Dust Wipe Analysis
- Lead In Soil Analysis
- Lead In Water Analysis

As more fully described in Attachment A, attached and incorporated by this reference.

3. **PAYMENT FOR SERVICES**

Payment for services shall be made directly to CONTRACTOR after completion of the services upon the presentation of a claim as provided by law governing the COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit monthly invoices for services rendered on forms which may be furnished by the COUNTY. Payment shall be made within _____ (45) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by the COUNTY. All invoices shall display the COUNTY purchase order number and be sent to the central invoice receiving address supplied by the COUNTY.

4. PROFESSIONAL CREDENTIALS

CONTRACTOR agrees to provide all information requested by the COUNTY to facilitate the verification of participation in the Environmental Lead Laboratory Accreditation Program (ELLAP) as administered by the American Industrial Hygiene Association. CONTRACTOR agrees to undergo a review of accreditation as requested by the COUNTY during the term of this Agreement.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of the COUNTY for any purpose.

CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or services required by CONTRACTOR will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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- A. In accordance with the COUNTY's policies against discrimination, CONTRACTOR agrees that it shall not exclude any person from full employment rights nor prohibit participation in or the benefits of, any program, service or

activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

- B. In accordance with Hennepin County Board Resolution, if this Agreement is for a sum over \$100,000 or is one of several current contracts with CONTRACTOR totaling more than \$100,000 or is amended to exceed \$100,000, then CONTRACTOR agrees to abide by the COUNTY's Non-discrimination and Affirmative Action requirements for COUNTY contractors including, but not limited to, the following:

(B1) Affirmative Action Plan. CONTRACTOR shall:

- (i) develop an Affirmative Action Plan within thirty (30) days after contract execution and submit the Initial Workforce Reports (CC399), pursuant to B2 below, to the Hennepin County Purchasing/Contract Services Division (P/CS); or
- (ii) submit evidence of a current approved Affirmative Action Plan (AAP) from another governmental jurisdiction, as approved by P/CS, and submit an Annual Workforce Report (CC400) (the Initial Workforce Report is not required), pursuant to B2 below, to P/CS; or
- (iii) be granted an exemption for one of the following reasons:
 - 1. Contract is for emergency or life safety related purchases;
 - 2. CONTRACTOR has no facilities and has no more than one product/sales representative operating in Hennepin County;
 - 3. CONTRACTOR had an average of thirty (30) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of contract;
 - 4. Pursuant to Hennepin County Board policy, the County Administrator or designee granted an exemption.

CONTRACTOR shall keep the AAP current and available for review by the COUNTY during the term of this Agreement and any extensions. CONTRACTOR agrees that COUNTY has the right to visit CONTRACTOR's site(s) for the purpose of determining compliance with these requirements. AAPs must include the following elements:

- 1. EEO Policy Statement;
- 2. Identification of a person responsible for EEO Coordination;
- 3. Harassment policy statement;

4. Initial Workforce Analysis (Form CC399);
5. Identification of the specific steps CONTRACTOR will take to achieve or maintain a diverse workforce and ensure non-discrimination;
6. List of recruitment sources; and
7. A plan for dissemination of CONTRACTOR's AAP and policy.

(B2) Workforce Reports. CONTRACTOR shall:

(i) submit an Initial Workforce Analysis (Form 399) to P/CS within five (5) business days after contract execution. CONTRACTOR's Initial Workforce Analysis shall be based on the following criteria:

1. If CONTRACTOR is located *within* the local Standard Metropolitan Statistical Area (SMSA) and with *more than thirty* (30) full-time/benefit earning employees within the local SMSA, CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *local* SMSA workforce.
{Note: The local Standard Metropolitan Statistical Area (SMSA) is defined as the Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright in Minnesota and Pierce and St. Croix in Wisconsin.}
2. If CONTRACTOR is located *within* the local SMSA and with *thirty (30) or fewer* full-time/benefit earning employees within the local SMSA, then CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *total* workforce.
3. If CONTRACTOR is located *outside* the local SMSA and with *more than thirty* (30) full-time/benefit earning employees within the local SMSA, then CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *local* SMSA workforce.
4. If CONTRACTOR is located *outside* the local SMSA and with *thirty (30) or fewer* full-time/benefit earning employees within the local SMSA, then CONTRACTOR shall submit an Initial Workforce Analysis that reflects its *total* workforce; and

(ii) if a P/CS review of CONTRACTOR's Initial Workforce Analysis determines there is under-representation of women and/or racial minorities based on local SMSA labor force availability data, CONTRACTOR shall identify measures to correct the deficiencies. If the deficiencies are not corrected to COUNTY's satisfaction, COUNTY may require CONTRACTOR to demonstrate that good faith efforts have been made to correct them or may exercise other remedies as provided herein.

(iii) at the end of each calendar year, submit an Annual Workforce Report (CC400) to P/CS for review.

- C. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified non-discrimination and Affirmative Action deficiencies and/or fails to submit requested reports or information required by the COUNTY and/or has engaged in discriminatory practices, the COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

7. INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement.

- B. In order to protect CONTRACTOR and those listed above under the indemnification provision, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
If CONTRACTOR is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR	

should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer's Liability. Bodily injury by:

Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

3. Professional Liability—Per Claim 1,500,000
Aggregate 2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- C. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to the COUNTY.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with the COUNTY, a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder and as an additional insured for the liability coverage(s) for all operations covered under the Agreement. The certificate must also show that the COUNTY will receive 30 day prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.

CONTRACTOR shall furnish to the COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, the COUNTY may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The COUNTY does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- D. Duty to Notify. CONTRACTOR shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. CONTRACTOR shall also notify the COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action,

criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

8. DATA PRACTICES

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If CONTRACTOR creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from CONTRACTOR's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. CONTRACTOR agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

9. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

Also, in accordance with Medicare requirements under Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499) as well as any final regulations relating thereto as may be promulgated by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), and to the extent that the requirements are applicable to this Agreement, CONTRACTOR shall, while this Agreement is effective and until the expiration of four (4) years after furnishing of any services, make available, upon written request to the Secretary, or the Comptroller General of the United States (the "Comptroller General"), or any of their authorized representatives, a copy of this Agreement and books, documents and records of CONTRACTOR as are necessary to

certify the nature and extent of the costs incurred by CONTRACTOR for the services furnished. If CONTRACTOR carries out any of the duties hereunder through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, CONTRACTOR shall require subcontractor to make available upon written request to the Secretary or Comptroller General any such books, documents and records.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by CONTRACTOR, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.
- D. CONTRACTOR shall notify the COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

11. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

12. DEFAULT AND CANCELLATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Upon cancellation or termination of this Agreement:
 - 1. At the discretion of the COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator copies of all writings so specified by the COUNTY and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
 - 2. The COUNTY shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, it is agreed that CONTRACTOR without the prior written consent of the COUNTY shall not use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of the COUNTY would affect the COUNTY's ownership and/or control of such writings.

- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined. Following notice from the COUNTY of the claimed breach and damage, CONTRACTOR and the COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.
- G. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION AND INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the (Name of County Department/Division) so as to accomplish the purposes of this Agreement, (Name and Title of Contract Manager), or successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and CONTRACTOR.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. SUBCONTRACTOR PAYMENT

As required by Minnesota Statutes Section 471.425, Subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the COUNTY for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

16. PAPER RECYCLING

The COUNTY encourages CONTRACTOR to develop and implement an office paper and newsprint recycling program.

17. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of the Agreement or to the address stated in CONTRACTOR's Form W-9 provided to the COUNTY.

18. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. CONTRACTOR agrees that, should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR will immediately notify the COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation.

19. PROMOTIONAL LITERATURE

CONTRACTOR agrees that the terms “Hennepin County” or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the COUNTY.

20. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Assistant/Deputy/County Administrator
Department Director of _____

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so on
behalf of CONTRACTOR as required by applicable
articles, bylaws, resolutions or ordinances*.

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.