# Special Terms and Conditions

Table of Contents

[Special Terms and Conditions 1](#_Toc83034721)

[1 Purpose 2](#_Toc83034722)

[2 Minimum qualifications 2](#_Toc83034723)

[3 Basis of contract award 2](#_Toc83034724)

[4 Scope of work 2](#_Toc83034725)

[5 Subcontracting of work 3](#_Toc83034726)

[6 County’s authorization of work and service requirements 3](#_Toc83034727)

[7 Work times 6](#_Toc83034728)

[8 Equipment and supplies 6](#_Toc83034729)

[9 Safety and hazardous materials 6](#_Toc83034730)

[10 Damages 8](#_Toc83034731)

[11 Security 8](#_Toc83034732)

[12 Insurance revisions 9](#_Toc83034733)

[13 Disposal and salvage of waste material 9](#_Toc83034734)

[14 Contract prices 9](#_Toc83034735)

[15 Changes to contract prices 10](#_Toc83034736)

[16 Invoicing for payment 10](#_Toc83034737)

[17 COVID-19 rules and policies 12](#_Toc83034738)

[18 Uniforms and face coverings 12](#_Toc83034739)

[19 Background checks required 12](#_Toc83034740)

[20 Building ID badge, card access, key control 13](#_Toc83034741)

[21 Additional information by request 13](#_Toc83034742)

[22 Contractor pre-award meeting and onboarding training 14](#_Toc83034743)

[23 Conduct of contractor’s employees on-site 14](#_Toc83034744)

[24 Termination for convenience 14](#_Toc83034745)

## Purpose

The purpose of these Special Terms and Conditions is to establish additional terms, conditions, and requirements for this building repair and renovations contract. In the event of a conflict between the bid documents the following order of precedence will prevail: 1) Special Terms and Conditions; 2) Standard Terms and Conditions; 3) Instructions to Bidders.

## Minimum qualifications

Bidder must meet the following minimum qualifications to be considered for a contract award:

* Have the necessary trained and licensed trade persons necessary to perform the tasks required under this specification.
* Have the capacity, including a sufficient number of employees and resources, to meet the demands of handling multiple projects in a timely manner.
* Have had a minimum of three (3) years of experience in Building Repairs and Renovation of commercial, institutional and/or industrial facilities (non-residential).
* Be certified as a Small Business Enterprise (SBE) through the Central Certification (CERT) Program. Bidders who are not yet certified, but are eligible for certification, must submit a complete application to the CERT Program prior to the bid due date to meet this qualification. At the County’s discretion those firms may be provisionally classified as an Emerging SBE for purposes of this solicitation.
* If bidder has an Experience Modification Rate, it must be lower than 2.0.
* Business size, based on a three-year average gross receipt reported to the CERT program, cannot exceed $4 million.

## Basis of contract award

The County intends to award a contract to the lowest priced responsible bidder that submitted a responsive bid for each bid group. Multiple contracts may be awarded. Bidder may bid on one or multiple bid groups.

A responsive bid must include a price for all items listed for the applicable bid group.

## Scope of work

Contractor shall furnish labor, materials and equipment to perform building repairs and minor renovation (Work) on an as-requested basis in county facilities included in this solicitation. The scope of Work shall include, but is not limited to carpentry, demolition, drywall, finishes and other work normally under the supervision of a general construction contractor. This may include project estimation and budgeting of work.

County has the authority to delete facilities from this contract as needed. If seeking to add facilities, Hennepin County would request to add facilities at the current contract prices.

## Subcontracting of work

No subcontracting of primary work will be allowed. The primary work will be any work scope covered by the job classifications listed on the bid proposal worksheet. Hennepin County requires Contractor to perform all the work if possible. If a subcontractor is used, Contractor must receive prior authorization by the CAR. All quotes provided by the Contractor to the CAR should indicate work to be self-performed and work to be subcontracted. Hennepin County reserves the right to approve and/or deny the use of any subcontractor. Contractor is responsible for work performance outlined herein, liability, and payment for any subcontracted work utilized within the scope of this contract.

## County’s authorization of work and service requirements

**Purchase Order Required**: The County’s Authorized Representative (CAR) will authorize work by issuing a purchase order prior to the commencement of any work. CARs include Facilities Operation Managers or their designee. Contractor must obtain a new purchase order number from the CAR for each calendar year.

Contractors are not guaranteed any specific volume of work or revenue per year under this contract.

**Submission of Quote**: Contractor shall endeavor to submit quote within 7 days of receiving scope of work, unless otherwise discussed with the CAR.

**Work Scheduling**: Prior to any work commencing as part of this contract, the contractor shall contact the CAR for approval and to arrange a site visit, if necessary. Site visits will not be allowed without prior notification.

**Employees Authorized to Perform Work**:All work shall be performed by and billed to the lowest applicable job class level. The majority of the Work requested under this contract is to be performed by one (1) trade person per job. All service shall be performed by personnel who are journeyman level (or equivalent according to industry norms) as described by industry standards. The Contractor must receive prior written approval from the CAR before assigning more than one (1) trade person per job. On jobs requiring more than three (3) trade persons, the Contractor shall be required to designate one (1) employee to perform the duties and responsibilities of Foreman and that person shall receive compensation as such.

**Signing In and Out and Job Ticket**:Contractor’s employees shall notify the CAR of their arrival at the job site, prior to starting their activities, and again upon their departure. This can be accomplished face-to-face or telephone or electronically as approved by the CAR. The Contractor’s failure to sign-in and sign-out of a facility may result in delayed, reduced or no payment of submitted invoice. This process may be modified by the County in the future. In addition to the sign-in and sign-out requirement, Contractor’s must complete and sign a service activity report (job ticket) and leave it or send electronically to the CAR at the completion of each workday.

**Cost Estimates**: Cost estimates must be prepared by professionally qualified personnel so they can be relied upon for reasonable accuracy by the County. The estimates may be used for issuing a purchase order. All Work is to be estimated and invoiced on a “time and materials” basis versus a “not-to-exceed” basis. The estimate shall include a written description of Work scope, list of subcontractors, estimated hours per job classification, hourly rates per the contract prices, an itemized list of materials and equipment to be supplied and any other assumptions used to generate the estimate. Shop drawings or equipment/material data sheets must be submitted to the CAR for any materials and equipment that exceed $1,000.

If and when the Contractor becomes aware that the purchase order will be exceeded for Work that has commenced, Contractor shall notify the CAR for approval to continue. Failure to obtain approval may result in delay or reduction of payments to the Contractor. The County may request the Contractor to provide additional information supporting the reason for exceeding the initial estimate.

The County will reimburse the Contractor for project cost estimates if travel is needed and the site visit is over one hour. The County will reimburse the Contractor for all cost estimates prepared solely for budgeting or scoping purposes. Reimbursement shall be in accordance with contract prices.

**Job Classifications**: Under the terms of this contract, the County’s expectation is that trade persons classified as “Superintendent, General Foreman, Carpenter, and Drywall/Installer” shall have the ability to procure and specify parts and materials as needed to complete Work appropriate for a single trade person.

In all cases, where a single employee is working on a ‘job’, their labor shall be charged at the rates on the bid proposal worksheet.

Further, for the purposes of this Contract, the County defines a “Foreman” as an employee who is actively functioning in a supervisory or coordinating capacity over other personnel on a specific job site.

In cases where it is appropriate and permissible to charge a Foreman rate, the Foreman rate will only be charged for the individual who acted in a supervisory or coordinating capacity.

**Supervision and Work Procedures**: The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Statement of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and shall not proceed with that portion of the Work without further written instructions from the County.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

For subcontracted work, the Contractor shall provide adequate supervision of the subcontractor work and shall be responsible for the quality and safety of the work to be performed.

**Correction of Work Deficiencies**: The Contractor shall promptly correct work rejected by the County as failing to conform to the requirements in the project documents. The Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing.

If the Contractor fails to commence correction of nonconforming work within a seven day period after written notice, the county may correct the deficiencies by other means. In such case, the County may exercise rights and remedies as provided in the Standard Terms and Conditions.

In addition to the Contractor’s other obligations, the contract shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the work.

**Compliance with Regulations and Permits**: Contractor shall comply with or exceed all relevant statutes, codes, rules, and regulations as may be applicable to this contract and shall be responsible for securing any and all permits as required by the governing authority. The County shall reimburse the Contractor for only the actual cost of said permits.

**Work Area Cleanliness**: The Contractor shall maintain a clean environment at all immediate and adjacent areas impacted by the Work. The Contractor shall be responsible for promptly removing all non-salvageable objects, debris and waste from the Work site as Work progresses in order to maintain a clean project area at all times. These areas shall be vacuumed, cleaned and unsoiled. Upon the completion of the Work, Contractor shall leave aforesaid areas in a condition which existed prior to start of the Work, and in a condition that is satisfactory to the County. Work areas within occupied facilities must conform to strict non-dust migration, non- vaporous and low-noise materials and methods.

**Work Affecting Alarm or Power Systems**:Contractor’s service personnel shall notify Security Operations (SOC) at 612-348-5111 before beginning Work which may affect any facility alarm system or power. Contractor shall keep the CAR or their designee informed of SOC notification. In addition, Contractor’s services personnel shall inform SOC when they are finished for the workday.

**Progress Meetings**: Contractor and CAR shall set up weekly meetings when projects are in progress to discuss contract/project related matters. Notes of project related issues and resolutions should be documented and agreed by both parties.

Contractor may be required to meet with the County quarterly, or at frequencies determined to be appropriate by the County to discuss contract-related matters. Contractor’s project manager must attend these meetings.

**Correctional Facility Protocols**: Prior to commencing any Work in Hennepin County Correctional Facilities, all Contractor personnel will be required to sign and abide by a site specific Security and Operational protocol when performing services.

## Work times

**Normal Working Hours**: Work shall be performed during normal working hours (7:00 a.m. - 4:00 p.m.) and normal working days (Monday – Friday, except holidays), unless service is an emergency response or authorized by the CAR.

**Overtime and Holiday Hours**:Any overtime or holiday work must be pre-approved by the CAR. Holidays include New Year’s Day, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## Equipment and supplies

Contractor is to provide, at no additional cost to the County, all necessary equipment, hand and power tools and supplies typically used by the job classification and/or assigned trade person. Mechanical or other equipment used for Work must be of a type that is approved by the industry and shall be operated in such a manner as not to cause danger of any nature to employees or other persons or damage to the building structure, fixtures, furnishings, etc. The County, at its sole and absolute discretion, may approve to pay for equipment, tools or materials it determines is not typical of that job classification.

Contractor must not store equipment and/or supplies unless otherwise authorized by the CAR.

## Safety and hazardous materials

**General Safety Requirements**: The Contractor shall be responsible for all safety precautions required in connection with their work, including regulations of the Occupational Safety and Health Administration (OSHA) and other governing agencies. The County reserves the right to oversee all service work from a safety standpoint and require the Contractor to take appropriate action to ensure safety and code compliance.

If requested, the Contractor shall prepare the Hennepin County Project Safety & Environmental Checklist and any project specific safety plan before commencement of work. The plan shall be submitted to the CAR prior to commencement of work. Submittal of the checklist or plan shall not relieve the Contractor of any obligation under a governing rule, standard, state or federal statute or regulation, municipal ordinance, Hennepin County policy or of any provision in the project contract document.

The Contractor shall immediately notify the CAR or the Facilities Call Center (612-543-3948) and report any safety related incident involving the following:

1. Spill of hazardous substance or material,
2. Creation of an indoor air quality issue such as dust and odor generation leading to complaints,
3. Serious workplace injuries involving hospitalization of their employees, county employees or members of the public,
4. Property damage (fire, electrical – shocks or arcing event, or water damage),
5. Regulatory agency contact with Contractor, and
6. Business interruption – including loss of power, sewer system disruption, or other life safety building system.

**Safety Training**: The Contractor is responsible for providing safety training that meets OSHA standards and applies to the job specific hazards associated with their work. Hennepin County will request records indicated in Section A below, that shall be submitted prior to the effective starting date of this contract and shall be reviewed and updated annually by the Contractor at each anniversary date and at each subsequent renewal, indicating compliance with current State and Federal regulations.

1. Written verification indicating that the Contractor’s employees have attended training programs appropriate to the line of work they perform such as Bloodborne Pathogens, Confined Space Entry, Lockout Tagout, Respiratory Protection, etc. The County has specific requirements for Electrical Safety and Hot Work Operations as specified below.

**Material Documentation**:Prior to commencement of any work that involves the use of chemicals or hazardous products, Bidder must supply and keep on site Safety Data Sheets (SDS) for all chemicals that will be used during the contract period. The list shall contain all safety features and chemical compositions along with Safety Data Sheets on each product.

**Electrical Safety**: Requirements of this section apply when electrical potentials exceed 50 volts.

Safe work practices shall be used to prevent electric shock or other injuries resulting from either direct or indirect electrical contacts when work is performed on or near equipment and/or circuits which are or may be energized. The safety related work practices shall be consistent with the nature and extent of the associated electrical hazards. In addition, workers shall:

1. Be qualified to perform the electrical Work they are assigned.
2. Be adequately trained in electrical hazard recognition and mitigation.
3. Wear personal protective equipment appropriate to the electrical hazards of the Work.
4. Use tools and equipment appropriate to the task.

Contractor is required to provide Arc Flash training and appropriate protective equipment to all employees working on or near electrical equipment on Hennepin County property.

**Hot Work Operations**: Hot Work is defined as cutting, welding, soldering, or other fire or spark-producing operation. Before conducting any type of Hot Work, the Contractor must obtain written approval from the CAR.

The Hennepin County Hot Work Permit is the only accepted form of written permission for granting Hot Work approval. Permit forms will be available in the building office or on the Hennepin County Internet. **The Contractor must complete both sides of the form and sign it to certify they will perform Work in accordance with required precautions.** A new Hot Work Permit will be completed at the beginning of each new day or task.

**Prior to commencing any Hot Work, the Contractor must notify Hennepin County Security Operations Center (SOC) at 612-348-5111.**

The completed Hot Work Permit shall be posted at the job site, and a copy of the permit faxed to Workplace Safety at **612-348-3492**.

**Hazardous Materials**: Removal of any hazardous material generated by the Contractor shall be its responsibility if said material was a result of its Work activity and/or process. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed in accordance with all applicable laws and regulations. The costs of proper disposal shall be included in the Contractor’s bid and shall not result in extra expense to the County.

**Asbestos**: The Hennepin County Asbestos Coordinator may require the Contractor to submit the following information with any proposal for Work that may involve asbestos:

1. A training acknowledgment indicating the Contractor's employees have seen the building survey and have been notified about Asbestos Containing Material (ACM) in the building.
2. A description of the Contractor's medical surveillance program.
3. Documentation that Contractor's employees have received at least sixteen (16) hours of training in asbestos control.
4. A detailed description of the Work practices which avoid or minimize disturbing asbestos.
5. A list of personal protective equipment and clothing used by the Contractor's employees for this project.

**NOTE**: This is for Work performed in close proximity to ACM where special practices to prevent damage to ACM and to eliminate any potential health hazard. No abatement of ACM will be performed under this contract.

The Contractor shall immediately contact the Facility Call Center and Asbestos Coordinator if they encounter any suspect material. The County will investigate the suspect material and use either prior surveys or recent sampling to determine the asbestos content of the suspect material. Suspect materials considered asbestos-containing will be managed by the Asbestos Coordinator.

## Damages

Necessary precautions shall be taken at all times to protect persons, property and equipment from injury or damage. Any damage shall be reported, reviewed and discussed with the CAR.

## Security

The Contractor is responsible for ensuring all entries/exits to the work area are secure during the discharge of their duties (doors must not be propped open). The Contractor does not have the authority and shall not grant access to any person requesting entry into the building or specific work area.

Any items or articles of apparent value found by the Contractor’s personnel in any areas of the building or site shall be turned over to the CAR or on-site Security. Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, shall be immediately reported to Hennepin County Security Operations Center at 612-345-5111.

## Insurance revisions

Contractor’s insurance in required in accordance with Section 8.1 of the Standard Terms and Conditions, with the exception of the following revision for the Commercial General Liability limits:

|  |  |
| --- | --- |
| **Commercial General Liability (CGL)**General Aggregate                                                Products—Completed Operations Aggregate                                                Personal and Advertising InjuryEach Occurrence—Combined Bodily Injury and Property Damage | $500,000$500,000$500,000$500,000 |

## Disposal and salvage of waste material

For projects that require a dumpster or roll-off container for waste disposal, at least 75% (by weight or volume) of non-hazardous C&D waste should be reused or recycled. Materials that can’t be reused should be recycled using one of the following methods:

1. Collected as a mixed waste stream and sent to a facility that achieves a minimum 60% recycling rate.
2. Separated into material categories on-site and sent to facilities that recycle the specified material. If sorting by material type, at a minimum, the following materials should be separated for recycling: cardboard, concrete, metals, untreated wood, and roofing material. If the Contractor elects to provide separate debris boxes on-site, all boxes must be clearly labeled with the material each box shall be designated to hold. All boxes shall be monitored daily to avoid illegal dumping by the public.
3. Waste sent to a waste-to-energy facility will not be counted as recycling.
4. Contractors must recycle waste generated by workers on-site at county buildings or by taking waste with them (example: beverage bottles and cans, office paper, etc.).

For projects that do not require a dumpster or roll-off container for waste disposal, reuse and recycling should be prioritized for any materials that need to be disposed of. Contactors must recycle waste generated by workers on-site at county buildings or by taking waste with them (example: beverage bottles and cans, office paper, etc.).

## Contract prices

Contract prices are the bid prices of the awarded Contractor. When the bid form requires that the bidder enter a percentage mark-up, then the percentage bid is the contract rate.

The County will only pay for the items listed on the bid form, and permit and disposal fees. Bidder must incorporate all of its costs in its unit bid prices, including but not limited to labor, supervision, project management, overhead, profit, onboarding training, travel, mileage, truck charges, fuel charges, service call charges, parking, delivery, portal-to-portal charges, environmental fees, shop supplies and consumable incidental materials. The County will not pay for subcontractors, rental of equipment/tools, and purchase of materials/supplies unless the CAR authorized payment of the applicable items.

## Changes to contract prices

The awarded Contractor must hold firm bid prices as the contract prices for the first year. If the contract is extended beyond the one (1) year contract period, the Contractor may request an increase if Contractor’s costs have increased. The price increase requested must be limited to any percent increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, not seasonally adjusted, “All items” category, unless specifically approved by the Hennepin County Purchasing Manager or designee. The Contractor must submit documentation to the Hennepin County Purchasing Manager or designee showing an actual, industrywide or regional cost increase incurred by the Contractor, and must be submitted in writing at least thirty (30) days prior to any approved increase going into effect. Any increase approved by the Hennepin County Purchasing Manager or designee will then remain fixed for at least a one (1) year period.

The percentage mark-up for overhead/profit, materials, subcontractors, and rental of equipment as bid by the awarded Contractor may not be increased for the duration of the contract. Nothing in the above is to be construed as limiting the Contractor from charging a lesser price than the contract price at any time so desired.

## Invoicing for payment

Contractor shall submit invoices for services performed. Invoiced prices must match contract prices. Estimates are used for the issuance of a purchase order and not guarantee of payment. Contractor will be paid for actual work performed which may or may not be equal to the purchase order amount. Payment shall be made within ten (10) calendar days after County receives an invoice in conformance with the invoicing requirements.

|  |  |
| --- | --- |
| **Invoice Requirements** | **Back-up Documentation Requirements** |
| Facility name  | N/A |
| Service date/s | N/A |
| Purchase order number | N/A |
| Invoice number (new number for each invoice) | N/A |
| Contract number and Project number (if applicable) | N/A |
| Detailed description of work completed, matching the line items on the bid form | Copy of job ticket, service ticket or delivery ticket |
| Hourly rate:* first and last name
* job classification and approved labor rate
* hours invoiced
* total labor cost for all service personnel
* detail of the time on the job
 | Site arrival time and departure time on technician’s time sheet |
| Materials: * material cost for materials purchased specific to Work
* contractual percentage mark-up
* sales tax, not marked up
* total - material cost, material mark-up and sales tax
 | Materials:* copy of all supplier invoices/receipts
* materials purchased from company inventory
* unit and extended pricing
 |
| Subcontractor: * subcontractor(s) costs
* contractual percentage mark-up
* sales tax, not marked up
* total - subcontractor(s) cost, subcontractor mark-up and sales tax
 | Subcontractor:* copy of all subcontractor invoices
 |
| Rented equipment: * rental cost
* contractual percentage mark-up
* sales tax, not marked up
* total - equipment cost, equipment mark-up, and sales tax
 | Rented Equipment:* copy of all rented equipment invoices
 |
| Permit fees (if applicable) | Copy of receipt |
| Disposal and recycling fees (if applicable) | Copy of receipt |
| Sales tax (if applicable) |  |
| Sales tax information: It is the Contractor’s responsibility to stay current with State Sales Tax Requirements and to invoice correctly. When the contractor/vendor purchases materials, supplies, and equipment and they pay sales or use tax to their supplier, they are allowed to pass that tax on to Hennepin County as part of the materials cost, but are not allowed to apply the mark up on the tax portion of the item.The applicable law is Minnesota Statutes, Section 297A.70, Subdivision 2, and a relevant sales tax industry guides can be found at: <https://www.revenue.state.mn.us/guide/purchases> and <https://www.revenue.state.mn.us/guide/other-government-exemptions>.  |

## COVID-19 rules and policies

Contractor shall comply with all then applicable COVID-19 rules, policies, and directions, including but not limited to requiring that Contractor’s employees and subcontractors who enter County facilities be either fully vaccinated against COVID-19 or obtain weekly negative COVID-19 test results along with other related obligations. Contractor shall be solely responsible for the cost of complying with the foregoing, including but not limited to the cost of vaccination, testing, validation/certification, and any additional obligations.

## Uniforms and face coverings

The Contractor shall be required to properly uniform its service personnel and they shall present a clean and neat appearance at all times. Day service personnel shall have color-coordinated shirts with company name and/or logo provided by the Contractor.

Contractor must abide by County’s requirements for visiting County buildings, including wearing required face coverings. The requirements are subject to change at County discretion and are available at https://www.hennepin.us/covid-19.

## Background checks required

Contractor’s Employees, defined as the owners of a firm, their officers, agents, employees, partners, subcontractors, representatives, volunteers, or any other person who might come upon Hennepin County premises on behalf of or on account of the contractor, will be required to complete background check(s).

Before performing work under the contract, the contractor must furnish a list of proposed Contractor’s Employees to perform the work. A background check needs to be completed and the determination of suitability for work must be made by the County prior to assigning Contractor’s Employees to perform work under the contract.

The County will review the results of background checks and determine if Contractor’s Employee is suitable for work. The suitability determination will consider the background check results in relation to the services to be performed, including but not limited to the responsibilities required of Contractor’s Employee, the nature and extent of the services to be performed and the nature and extent of the information which the Contractor’s Employee may have access to. Respecting the Contractor’s Employee’s criminal records, the County may consider the guidelines of Minnesota Statutes Chapter 364. The County reserves the right to reject any Contractor’s Employee with an offense on their record. In the event Contractor's Employee is found to be unsuitable to perform work under the contract, it is the contractor’s responsibility to inform their Employee.

The contractor acknowledges and agrees that when contractor provides information or data to the County on behalf of Contractor’s Employees to facilitate a background check, the County may share such information for said purpose without obtaining any additional consent from Contractor’s Employee. The contractor represents and warrants that it will inform each Contractor’s Employee that such information may be shared in this manner and, if the individual refuses or protests, the contractor must not provide the information to the County.

## Building ID badge, card access, key control

Identification badges, access cards and keys shall be the responsibility of the Contractor.

If an identification badge and/or access card is required, they will be issued only after the contract background checks requirements have been fulfilled.

In order to receive an access card, the Contractor’s representative must submit the name(s) of the person(s) needing access to ps.contractoraccessrequests@hennepin.us. The exceptions to this may be the correctional facilities.

The initial cost of access cards will be borne by Hennepin County. Subsequent, replacement of lost or damaged cards will be done at the Contractor’s sole expense. The cost of replacing an access card will be $15.00 per occurrence.

Any key or access card that is lost, stolen or broken will be reported immediately to the CAR. In the event the Contractor, for any reason, does not return a key/access card it shall be at the expense of the contractor to restore and/or maintain security of the facility as deemed necessary by the County.

Issued building keys and access cards are for the exclusive use of the Contractor's supervisory personnel and the Contractor's service personnel assigned to the site. The contractor will be responsible for the keys and access cards issued to them.

The Contractor will not be permitted to remove any facility keys from the building without prior written approval from the CAR. If facility keys are inadvertently taken off the property by any of the contractor's personnel, they will be required to return them immediately. The Contractor shall be liable for loss of keys, keyrings, etc. if Hennepin County has to repair, rekey, etc., as a result of lost keys, Contractor will be liable for those expenses.

Any damages or losses suffered by the County due to the Contractor’s failure to comply with this section shall be fully reimbursable by said Contractor.

## Additional information by request

In accordance with Section 6.4 of the Instructions to Bidders, County has the right to request additional information after bids are opened. It is anticipated that the following information will be requested by County:

* Completed Labor Cost Calculation Form
* Documentation proving that the bidder meets each of the minimum requirements

County retains the right to request additional information not listed above.

## Contractor pre-award meeting and onboarding training

County will conduct a pre-award meeting and onboarding training with the awarded contractor to discuss contract and administrative processes prior to beginning work. Contractor onboarding will include safety, communications, invoicing, facility access and badging requirements, and related topics.

## Conduct of contractor’s employees on-site

 The following behavior is not allowed on County premises:

* Using improper language.
* Acting in a loud, boisterous, or otherwise unprofessional manner.
* Engaging in harassment or otherwise offensive conduct.
* Allowing unauthorized persons, including family and friends, to enter the building or area in which Contractor’s employee is assigned. Visitors must stay in the public lobby until Contractor’s employee arrives.
* Opening or going through any County property, including furnishings, or use of County equipment or property.
* Theft or aiding in the theft of County property.
* Sleeping on the job.
* Taking scrap material.
* Using tobacco products, including electronic smoking devices, anywhere on County premises.
* Using County tools, equipment or supplies without prior authorization.
* Possessing firearms or any other weapon, even if legally permitted to carry firearms or other dangerous weapons.
* Sexual misconduct, sexual abuse, sexual harassment, as defined by Minnesota statute, and by state and/or federal law.

Contractor’s employees deemed noncompliant by County will be removed immediately and replaced within twenty-four (24) hours. Contractor’s employees must submit to weapons screening as directed. Contractor’s employees must be able to understand, read and communicate in English under the performance of this Contract. Contractor must observe and comply with all of County’s present and future rules and regulations regarding conduct on the premises.

## Termination for convenience

County may terminate this contract, in whole or in part, with or without cause at its sole discretion upon written notice to Contractor. Such notice shall be made in writing at least thirty (30) calendar days prior to the date of termination for convenience. Upon notification, Contractor shall cease Work and shall submit to County an itemized statement of services performed to the date of termination, unless County, at its sole discretion, waives the cease Work requirement. Said services shall include both completed Work and Work in progress at the time of termination.