

**Invitation to Bid ITB #2023-002**

**Combined Cleaning Services for the**

**Polk County Conservation Board**

**Prepared by**

**Polk County Conservation 12130 NW 128th Street Granger, Iowa 50109**

**515.323.5300**

[**www.leadingyououtdoors.org**](http://www.leadingyououtdoors.org/)

**ITB #2023-002 COMBINED CLEANING SERVICES**

**FOR**

**POLK COUNTY CONSERVATION BOARD**

**PART I. BIDDER INFORMATION**

# Purpose

* + 1. The reason for this request is to secure quotations for cleaning services at three different buildings within the Polk County Conservation Board (PCCB) park system. Those buildings are:

# Jester Park Equestrian Center

11171 NW 103rd Court Granger, Iowa 50109-9708

# Jester Park Nature Center

12130 NW 128th St.

Granger, Iowa 50109-9675

# Jester Park Outdoor Recreation & Wellness Center

12112 NW 128th St.

Granger, Iowa 50109-9675

* + 1. This Invitation to Bid (ITB) provides detailed instructions for bidders interested in supplying the requirements of this bid. It contains the specifications for the services to be provided and the terms and conditions thereof.

# Inquiries

* + 1. Inquiries concerning this ITB should be directed to: Kami Rankin, Deputy Director

Polk County Conservation Board 12130 NW 128th St. Granger, Iowa 50109-9675

515.323.5363

* + 1. Inquiries concerning the detailed specifications of this ITB and *requests for site visits* should be directed to:
       1. Jester Park Equestrian Center:

Contact: Claudia Starr, Equestrian Center Manager

515.999.2818

* + - 1. Jester Park Nature Center & Outdoor Recreation & Wellness Center:

Contact: Missy Smith, Nature Center Coord.

515.323.5317

* + 1. Any changes made in the original Bid Packet will only be made by Addendum issued by the Deputy Director of the PCCB.
    2. In all cases, no verbal communications shall override written communications or the contents of this ITB.

# Receiving of Bids

* + 1. Bids must be received by noon, Monday, June 26, 2023. Bids received after noon on said date will not be considered.
    2. To help you prepare your bid, an on-site visit to any facilities mentioned in section 1:1 may be arranged during business hours, Monday-Friday, 8:00 a.m. – 4:30 p.m. by contacting those people listed in Section 1.2(B).
    3. Bids are to be submitted electronically to:

**Kami Rankin, Deputy Director**

**kami.rankin@polkcountyiowa.gov**

* 1. **Filing of Bids**
     1. Bid proposal forms must be complete, signed and dated.
     2. The bid and any clarification to the bid shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in contract.
     3. The signed bid proposal form and the Invitation to Bid will constitute an agreement between the successful bidder and Polk County Conservation Board to perform said services as listed in the Invitation to Bid.

# Insurance

The successful bidder shall secure and maintain throughout the duration of this contract insurance of such types and not less than the amounts specified in Part IV, Insurance and Certificate Requirements. All policies shall be in the amounts, form and companies satisfactory to Polk County Conservation Board. All certificates of insurance shall be submitted to Polk County Conservation prior to commencement of any services/operations relating to this contract.

The Contractor will be required to show proof of a bond covering all company employees who enter the buildings for theft, disappearance, or destruction of property (owned by the Polk County Conservation Board, or in its care, custody and control) on the premises where the contract will be providing services.

# Delay in Receipt of Bid

PCCB accepts no responsibility for delays in the receipt of your bid due to email delivery. The responsibility for timely bid delivery rests with the Bidder.

# Bid Opening

Staff will review bids following submission the week of June 26th, 2023.

# Bid Award

Staff will present a bid recap to the PCCB at their regular meeting on July 12th, 2023, 5:30 p.m. at which time the bid will be awarded to the successful bidder.

# Rejection of Bids

PCCB reserves the right to reject any or all bids in whole or in part, to waive irregularities and to accept proposals which appear to be in the best interest of PCCB.

# Reporting of Anti-Competitive Practices

When for any reason collusion or other anti-competitive practices are suspected among any bidders or, the Deputy Director shall prepare a notice of the relevant facts which shall be transmitted to the Director for review and possible involvement of the office of the Polk County Attorney.

# Polk County Conservation Board Statement

PCCB may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Polk County. Further, PCCB may actively solicit and seek out local vendors of goods and services that are environmentally-friendly.

# Conflicts Between Terms

PCCB reserves the right to accept or reject any exception taken by the offerer to the terms and conditions of this Invitation to Bid.

# Project Dates

The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known bidders will be notified.

1. Due Date for Bids: Monday, June 26, 2023
2. Award Date: July 12, 2023
3. Service to Begin: September 1, 2023

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**POLK COUNTY CONSERVATION BOARD**

**PART II**

**TERMS AND CONDITIONS**

# Termination

* + 1. Termination for causes: PCCB may terminate the agreement resulting from this request at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.
       1. PCCB shall provide the contractor/vendor with thirty (30) days notice of conditions endangering performance.
       2. PCCB shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for non-performance.
    2. With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days’ written notice, the agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

# Warranty Against Contingent Fee

The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency accepting bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, PCCB shall have the right to award this contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

# Changes

Changes in provisions or services to be furnished under this bid may be made only in writing and must be approved mutually by the vendor and PCCB.

# Immunity From Liability

Every person party to this agreement is hereby notified and agrees that PCCB, Polk County, the using agency and any funding source for the using agency are immune from liability and suit for or from vendor’s activities involving vendors, employees and third parties arising from this bid.

# Waiver of Informalities

PCCB reserves the right to waive any and all informalities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any offerer.

# Taxes – State and Local

PCCB is exempt from federal, state and local sales and use tax on the items pursuant to this contract.

# Exclusive Agreement

The agreement which results from this bid constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous written or oral agreements. The terms and conditions may not be altered without prior written consent of both parties.

# Remedies Upon Default

In any case where the vendor has failed to deliver or has delivered nonconforming goods, a cure notice shall be initiated. If after notice the vendor continues to be in default, goods may be procured in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The Polk County Attorney shall be requested to make collection from the defaulting vendor.

# Acts of God

* + 1. The vendor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God- floods, fires, strikes and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the vendor.
    2. It shall be the responsibility of the vendor to promptly advise Kami Rankin, Deputy Director, of the delay. PCCB may elect to cancel all orders on file with the vendor and place and order with another vendor.

# Subcontractors

Successful vendors shall be responsible for all acts and performance of any subcontractor or secondary suppliers that the successful vendor may engage for the completion of the terms of this bid. A delay that results from a contractor’s conduct, negligence, or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors or secondary suppliers.

# Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of PCCB.

# Title of Goods

The vendor warrants that the goods procured hereunder are free from all liens, claims or encumbrances.

# Indemnification

To the extent the goods are not manufactured in accordance with Buyer’s designs, the vendor shall defend, indemnify and hold harmless Buyer, Buyer’s assignees, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade secrets by reason of sale or use of any articles purchased hereunder. Buyer shall promptly notify vendor of any such claim.

# Discrimination and Affirmative Action

Vendor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin or disability. The vendor shall have an affirmative action plan and shall provide the Conservation Board with reports required to insure compliance with equal employment legislation and regulations if requested. The vendor shall insure that all authorized subvendors comply with the provisions of this clause.

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**PART III. SPECIAL REQUIREMENTS**

# Term of Contract

The term of this contract is one year with the provision for two, one-year extensions. The initial service term shall run from September 1, 2023 – August 31, 2024 with the provision for two, one-year extensions (09/01/24 – 08/31/2025 and 09/01/2025 – 08/31/2026) if service is deemed satisfactory. PCCB reserves the right to re-bid annually if it is deemed to be in their best interest.

This portion of Section III of the Invitation to Bid (ITB) will be divided into two parts to explain the special cleaning requirements for each of the buildings included in this bid package. The job shall encompass the cleaning of each of the buildings as described herein.

* 1. **JESTER PARK EQUESTRIAN CENTER SPECIAL REQUIREMENTS**

# Location

Jester Park Equestrian Center 11171 NW 103rd Court Granger, Iowa 50109-9708

515.999.2818

# Job Description

The job shall encompass…

* **Indoor arena building**: concession kitchen, public restrooms, hallway/drinking fountain outside restrooms, conference room, laundry/supply room, and indoor concrete patio adjacent to arena.
* **Stables/Office building**: employee restroom, employee kitchen/breakroom, 7 office spaces.

The proposal form indicates a monthly cost to clean specified areas at the Equestrian Center, the number of persons used to complete the job and length of time needed to complete the job for two (2) cleanings per week, preferably on Monday and Friday after 4:30 pm.

The Equestrian Center is always prone to high levels of dust and dirt due to presence of horses, dirt floor arena, and facility doorways often open to the outdoors. Facility usage is high from June through October, medium from March to May and slower from November to February.

# Scope of Contract

# Weekly:

* Sweep and mop floors in concession kitchen, employee kitchen/breakroom, public and employee restrooms, hallway outside restrooms, conference room, and all offices.

# Sweep floors in laundry/supply room and indoor patio adjacent to arena.

# Clean and sanitize toilets, sinks, counters & mirrors in all restrooms.

# Clean and sanitize drinking fountain.

# Refill paper towels, toilet paper, and hand soap dispensers in all restrooms, concession kitchen and employee kitchen/breakroom.

# Empty trash and recycle bins in all areas; replace trash bags; place trash & recycling in waste receptacles on premises.

# Wipe down office surfaces & computer monitors

# Monthly: Wipe down windows/doors to offices

# Special Attention Items

* + - 1. The successful bidder will be responsible to report any vandalism, both interior and exterior or routine maintenance, i.e. replacement of light bulbs or other maintenance concerns not addressed in this ITB to the Claudia Starr at 515-999-2818.
      2. The successful bidder will be responsible to lock the facility when done.
      3. Doors should be kept locked while cleaning for security purposes.

# Time of Performance

The successful bidder shall clean on Mondays and Fridays with service beginning after 4:30 p.m. The successful bidder understands that at times PCCB may have to change the date/time of regular service cleaning to avoid interfering with customer flow of the Jester Park Equestrian Center and that the contractor may have to provide such services during irregular hours, including overnight.

# Staging of Equipment/Placement Around Building

PCCB may, to the maximum extent possible, allow the contractor to move trucks and equipment into those areas around the building where the contractor’s equipment/trucks can be staged, provided such access does not interfere with customer use.

* 1. **JESTER PARK NATURE CENTER SPECIAL REQUIREMENTS**

# Location

Jester Park Nature Center

12130 NW 128th St.

Granger, Iowa 50109-9675

515.323.5317

# Job Description

The job shall encompass the cleaning of the entire Jester Park Nature Center at varying levels. The proposal form indicates a monthly cost to clean those specified areas of the Nature Center as noted:

* Public restrooms (upper and lower levels); once per day April – October; Monday, Wednesday, Friday, and Saturday November - March
  + Prior to 9 am or after 4 pm
* Front lobby and lower level exhibit area
  + Every other day using the above time schedule
* Administrative offices and classroom area
  + Two times per week, once on Wednesday (after 4 p.m.) and once over the weekend (prior to 12 pm or after 4 pm).

# Scope of Contract

# Front Lobby & Lower Level Exhibit Area: (3,763 sq. ft.)

# Sweep and/or vacuum floor and maps

# Mop restroom vestibule floor

# Dust all countertops and window ledges (all exposed horizontal surfaces below 6” in height)

# Empty all garbage receptacles and dispose of garbage in dumpster east of building. Replace liners, if needed (liners provided by PCC).

# Gather recycling container contents and dispose of in recycling dumpster east of building.

# Administration, Great Hall, Elevator, and Classrooms: (10,895 sq. ft.)

# Vacuum carpet

# Mop kitchen floor

# Dust all tables, desks, credenzas, file cabinets, window ledges, bookshelves, etc. (all exposes horizontal surfaces below 6’ in height)

# Empty all garbage receptacles and dispose of garbage in dumpster east of building. Replace liners, if needed (liners provided by PCC)

# Gather recycling container contents and dispose of in recycling dumpster east of building.

# Clean inside and outside of microwaves

# Clean cupboard where garbage receptacle is located

# Clean and swab staff restroom fixtures (stools/sinks)

# Clean restroom mirrors

# Clean restroom paper towel holders and soap holders

# Sweep and mop restroom floors

# Empty and wipe down restroom garbage receptacles and replace liners (provided by PCC)

# Restock restroom dispensers; soap, toilet paper, paper towels (provided by PCC)

# Restrooms – Upper and Lower (939 sq ft.)

# Clean mirrors

# Clean soap holders

# Sweep and mop floors

# Empty and wipe down garbage receptacles and replace liners (provided by PCC)

# Restock dispensers; soap, toilet paper (provided by PCC)

# Scope of Contract, Cleaning to Occur Monthly throughout Entire Facility

# Dust all hanging light fixtures and ledges

# Dust all exposed mop boards

# Wipe down elevator doors and interior walls

# Check for and remove cobwebs

# Special Attention Items

1. The carpet throughout the entire office needs to be cleaned as requested. The carpet cleaning charge should be included in the appropriate bid space on the proposal form. Billing for the carpet cleaning should be included in a separate bill for payment.
2. The successful bidder will be responsible to lock and alarm the facility when done.
3. Doors should be kept locked while cleaning for security purposes.

# 3.2.6 Time of Performance

The contractor may clean anytime after 4:30 p.m. on Wednesday and again over the weekend. Contractor must be done by 6:00 a.m. on Thursday and 6:00 a.m. on Monday.

* 1. **OUTDOOR RECREATION & WELLNESS CENTER SPECIAL REQUIREMENTS**

# 3.3.1 Location

Outdoor Recreation & Wellness Center

12112 NW 128th St.

Granger, Iowa 50109-9675

515.323.5317

# 3.3.2 Job Description

The job shall encompass the cleaning of the public restrooms and office space two times a week April – October on Wednesday and Saturday (after 4 p.m.). Restrooms and office will be cleaned once on a week November – March, on Friday (after 4:00 p.m.)

# Scope of Contract

# Restroom

# Clean and swab restroom fixtures (stools/sinks)

# Clean restroom mirrors

# Clean restroom paper towel holders and soap holders

# Sweep and mop restroom floors

# Empty and wipe down restroom garbage receptacles and replace liners (provided by PCC)

# Restock restroom dispensers; soap, toilet paper, paper towels (provided by PCC)

# Office

# Sweep and/or vacuum the floor

# Dust all countertops and window ledges (all exposed horizontal surfaces below 6” in height)

# Empty all garbage receptacles and dispose of garbage in dumpster east of building. Replace liners, if needed (liners provided by PCC).

# Gather recycling container contents and dispose of in recycling dumpster east of building.

# Special Attention Items

1. The carpet throughout the entire office needs to be cleaned as requested. The carpet cleaning charge should be included in the appropriate bid space on the proposal form. Billing for the carpet cleaning should be included in a separate bill for payment.
2. The successful bidder will be responsible to lock the facility when done.
3. Doors should be kept locked while cleaning for security purposes.

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**FOR**

**POLK COUNTY CONSERVATION BOARD**

**PART IV.**

**INSURANCE & CERTIFICATE REQUIREMENTS**

**INSURANCE AND CERTIFICATE REQUIREMENTS**

1. **GENERAL INSURANCE REQUIREMENTS.**

The Contractor shall purchase, secure and maintain throughout the Term and duration of this Agreement, insurance of such types and minimum coverage (not less than) amounts specified.

Said insurance shall be provided by an insurance company(ies), “admitted” and “non-admitted” to do business in the State of Iowa, having no less than an A.M. Best Rating of “B+.” All insurance policies shall be written on a “per occurrence basis,” and not a claims-made basis, and in the form, amounts and with companies satisfactory to Polk County, Iowa.

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Polk County with a proper Certificate of Insurance (COI) or affidavits executed by representatives of duly qualified insurance companies, doing business in Iowa for approval by Polk County.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder(s);” Additional Insured;” “Waiver of Subrogation,” and cancellation clauses.

All certificates submitted for the purpose of complying with these specifications shall identify as the “Named Insured” the Contractor; and the Polk County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns, as “Additional Insureds.”

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by Polk County, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect shall be considered and treated as a breach of contract or Event of Default by Polk County. Failure on the part of the Contractor to comply with the requirements of this article shall be considered sufficient and just cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with Polk County shall state the insurance company shall provide Polk County, Iowa with advance written notice, thirty (30) calendar days before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be received and approved by Polk County prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

1. **TYPES OF INSURANCE REQUIRED**
2. **Workers’ Compensation and Employers’ Liability.**

This insurance shall protect the Contractor against all claims under Iowa Workers’ Compensation Law, including Employer’s Liability. The Contractor shall also be protected against employee claims for injury, disease, or death, and for employees which for any reason, may not fall within the provisions of the Workers’ Compensation Law. This shall include an endorsement adding a Waiver of Subrogation in favor of Polk County is required. The insurance requirements shall not be less than the following:

1. Workers’ Compensation – Statutory
2. Employers’ Liability
3. **$500,000 Per Accident**
4. **$500,000 Disease, Policy Limit**
5. **$500,000 Disease, Each Employee**
6. **Commercial General Liability**.

This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contractor against any and all claims for injuries to persons or damages to property, including but not limited to personal injury, including death, as well as from claims under this contract Agreement, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate **$ 2,000,000**

Products and Completed Operations Aggregate  **2,000,000**

Personal & Advertising Injury **1,000,000**

Each Occurrence  **1,000,000**

Fire Damage (Any one Fire)  **100,000**

Medical Expenses (Any One Person) **5,000**

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

1. **Excess Liability Insurance (Umbrella).**

The Contractor shall procure and maintain, during the Term and duration of this contract Agreement Excess Liability Insurance coverage in an amount not less than $2,000,000.00. This Excess Liability coverage shall be over and above all of the underlying required minimum coverage amounts specified herein.

1. **Professional Liability (Errors & Omissions).**

The Contractor shall obtain and maintain, at its expenses, Professional Liability Insurance in the amount of $1,000,000 including coverage for errors and omissions caused by Contractor’s negligence in the performance of its duties under this agreement. **(When Applicable).**

1. **Automobile Liability.**

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor. The liability limits shall not be less than the following:

**$1,000,000 Combined Single Limit (CSL) per accident.**

1. **Builders Risk Insurance.**

Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction. **(When Applicable).**

1. **Agents and Subcontractors.**

The Contractor shall require that any and all of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract Agreement, purchase, obtain and maintain the same insurance requirements as are required of the (general) Contractor.

1. **Performance Bond.**

A bond for the faithful and timely completion of the entire contract Agreement/construction project must be provided with a limit of 100 percent of the total contract valuation sum. **(When** **Applicable).**

1. **Liquor Liability.**

Comprehensive liquor liability coverage shall bepurchased with limits not less than **$1,000,000**. **(When Applicable)**. This coverage is mandatory ***only*** when the contractor/vendor will be serving alcohol for consumption.

**MISCELLANEOUS.**

1. **Cost of Insurance.**

Polk County shall make no direct payments to the Contractor for any costs associated with purchasing, securing, maintaining, and/or providing the insurance coverage required by the Contractor. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

1. **Personal Liability of Public Officials.**

In carrying out any of the provisions of the contract Agreement, or in exercising any power or authority granted to any agent or representative of Polk County thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, in either their personal capacity or in their official capacity as an official of Polk County. Said agents or representatives shall only be understood and considered to act in such matters as the agent and representative of the contracting authority and governmental body Polk County, Iowa.

1. **Non-Waiver of Legal Rights.**

Polk County shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Terms of the contract Agreement.

Polk County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the Terms of the contract Agreement. Neither the acceptance by Polk County, nor any agent or representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Polk County shall operate as a waiver of any portion of the contract Agreement, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

1. **Indemnification.**

The Contractor shall indemnify, defend and hold harmless Polk County, Iowa its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns from and against any and all liabilities, disputes, claims, demands, cause of actions, lawsuits, damages, judgements, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against the County by reason of or resulting from any injuries or damages to persons, including but not limited to any personal injury, including death; or damages to property, including but not limited to the loss of use thereof, and economic damages claimed, caused, arising out of or in connection with the Contractor’s, including Contractor’s employee’s, agent’s, representatives, or subcontractor’s, acts, errors, omissions, default, breach, mismanagement or negligence in the performance of the terms, obligations or duties imposed by the terms of this Agreement or required by law. This provision shall survive the expiration or termination of this Agreement.

**THE CONTRACTOR IS REQUIRED AND SHALL BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE TERM AND DURATION OF THE CONTACT AGREEMENT.**

**POLK COUNTY, IOWA**

**CERTIFICATE OF INSURANCE REQUIREMENTS**

1. **GENERAL REQUIREMENTS.**

Certificates of Insurance are required for every contract Agreement to provide proof of adequate insurance. The Contractor shall provide Polk County a Certificate of Insurance evidencing all the required insurance coverage as provided herein utilizing the latest version of the ACORD form. A Certificate shall be submitted with each set of contract documents to: **Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, IA 50309**.

Contract documents shall not be submitted to the Board of Supervisors for approval or execution until the Certificate of Insurance has been received, reviewed and approved by staff. The Certificate(s) must specifically identify the contract Agreement and or construction project (No yearly or all – project certificates will be accepted). The Contractor shall provide Polk County a Certificate of

1. **SPECIFIC INFORMATION REQUIREMENTS.**
2. The following statements are requirements and should aid in the preparation of an acceptable certificate of insurance:
3. The Contracting Authority, Polk County, Iowa shall be named as an “Additional Insured,” using the following language:

“**Polk County, Iowa, its elected and appointed officials, employees, agents, their predecessors, successors and assigns**.”

1. The name of the broker/producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The name of the Insurer (insurance companies) affording coverage shall be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages **(4b)**.
4. The issue date shall be stated.
5. Policy numbers for all policies shall be included.
6. Policy effective dates for all policies shall be included.
7. Policy expiration dates must be included.
8. Description of Operations: The Project Name and Work Order Number shall be stated.
9. **Polk County, Iowa** must clearly and explicitly be shown as a Certificate Holder.
10. All certificates of insurance must be signed by an authorized representative.
11. Change, Cancellation, and or Nonrenewal Notification Endorsement:

The insurance policy shall be endorsed to provide Polk County with no less than thirty (30) days advance written Notice of the Change or Cancellation, forty-five (45) days advance written Notice for Nonrenewal and ten (10) days written notice of Cancellation due to non-payment of premium. Written Notifications shall be sent to **Polk County, Iowa, ATTENTION: Risk Management, 111 Court Avenue, Des Moines, Iowa 50309.**

1. **MINIMUM COVERAGE REQUIREMENTS.**

The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with Polk County Risk Management that the insurance requirements have not been changed, as limits may vary from project to project.

* + 1. **Workers’ Compensation:**

1. Workers’ Compensation – Statutory
2. Employers’ Liability:
3. **$500,000 Per Accident**
4. **$500,000 Disease, Policy Limit**
5. **$500,000 Disease, Each Employee**

**ii. General Liability:**

The liability limits shall not be less than the following:

General Aggregate **$ 2,000,000**

Products and Completed Operations Aggregate  **2,000,000**

Personal & Advertising Injury **1,000,000**

Each Occurrence  **1,000,000**

Fire Damage (Any one Fire)  **100,000**

Medical Expenses (Any One Person) **5,000**

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 including standard exclusions or a non-ISO equivalent form). As such, the policy shall include Contractual Liability, Premises, Operations and XCU coverage.

1. **Excess Liability (Umbrella): $ 2,000,000**
2. **Automobile Liability: $ 1,000,000**
3. (Combined Single Limit - each accident)
4. **Builders Risk Insurance:**
5. Shall be equal to 100 percent of replacement cost of construction**. (When Applicable).**
6. **Performance Bond:**
7. For the faithful and timely completion of the entire project with a limit of 100 percent of the contract sum**. (When Applicable).**
8. **Liquor Liability: $ 1,000,000**
9. Mandatory for contractors/vendors who serve alcohol for consumption. **(When Applicable).**
10. **WAIVER OF SUBROGATION.**

The Contractor hereby releases Polk County, Iowa, its elected and appointed officials, directors, employees, volunteers, agents and assigns form and against any and all liability or responsibility to Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss without regard to the fault of Polk County or the type of loss involved, including loss due to occupational injury.

1. **GOVERNMENTAL IMMUNITIES ENDORSEMENTS.**

In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy shall contain the following endorsement language:

1. **Non-Waiver of Governmental Immunity**:

We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of Polk County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Polk County its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

1. **Non-Denial of Coverage**:

We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to Polk County, Iowa shown in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Polk County, Iowa.

**ITB #2023-002 COMBINED CLEANING SERVICES**

**FOR**

**POLK COUNTY CONSERVATION BOARD**

**PROPOSAL FORM**

Company Name:

Street Address: \_\_\_\_\_\_

City:

State:

Zip Code:

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Description** | **Bid Amount** |
| 1. **Jester Park Equestrian Center:**    1. Cleaning Services (two cleanings/week) monthly charge: | $ |

|  |  |
| --- | --- |
| 1. **Jester Park Nature Center:** |  |
| 1. Cleaning Services monthly charge April-October (see 3.2.2-3.2.4) 2. Cleaning Services monthly charge November-March (see 3.2.2-3.2.4) 3. Carpet Cleaning (single charge as requested) | $\_\_\_\_\_\_\_\_\_\_\_  $\_\_\_\_\_\_\_\_\_\_\_  $  $ |

|  |  |
| --- | --- |
| **3) Outdoor Recreation & Wellness Center:** |  |
| 1. Cleaning Services monthly charge April-October 2. Cleaning Services monthly charge November-March 3. Concrete Floor Steam Cleaning (single charge as requested) | $  $\_\_\_\_\_\_\_\_\_\_\_  $  $ |

By execution and completion of this proposal, Contractor certifies that he/she possesses the professional knowledge, skills and equipment to perform the work and will do so in a competent manner. This signed proposal and accompanying ITB constitutes a formal contract to perform said services listed in the Invitation to Bid.

For: Company Name Date

By: Name, Title Printed Name

For Polk County Conservation Board:

By: Director Date

The undersigned, an authorized representative of (bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

1. **NONCOLLUSION**

This proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder and that all statements in said proposal or bid are true.

1. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**

Bidder and his subcontractors shall comply with the relevant provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statement regarding **NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION** are condensed versions of the requirements of this bid or proposal. The complete texts of these requirements are on file and may be examined at the Polk County Administrative Office Building, 111 Court Avenue, Room 365, and Des Moines, Iowa.

I further acknowledge receipt of Addenda # through #

Name (Please Print)

Authorized Signature

Title Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_