



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

October 26, 2021 - 9 a.m.

**Virtual meeting / Council Chambers - Courthouse
Room 300**

Pursuant to Minnesota Statutes Section 13D.021, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings. Members of the public and the media will be able to watch the public meeting live online.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of October 26, 2021 is Presented for Approval.** [2021-611](#)

Sponsors: County Manager's Office

Approve the agenda of October 26, 2021.

2. **Minutes from October 19, 2021 are Presented for Approval** [2021-576](#)

Sponsors: County Manager's Office

Approve the October 19, 2021 Minutes.

PROCLAMATION

3. **Proclamation: Domestic Violence Awareness Month** [2021-613](#)

Sponsors: County Manager's Office

COVID UPDATE

ADMINISTRATIVE ITEMS

4. **Master Contracts for Building Automation Systems** [2021-546](#)

Sponsors: Property Management

1. Approve the master contracts for Building Automation Systems with the following vendors for the period from November 1, 2021 through October 31, 2026, in accordance with the rates established in the agreements:

- Automated Logic Contracting Services, 953 Westgate Drive, Saint Paul, MN 55114
- UHL Company, 9065 Zachary Lane N., Maple Grove, MN 55101
- Harris St. Paul, 909 Montreal Circle, Saint Paul, MN 55102
- Northern Air Corporation, 1001 Labore Industrial Court, Suite B, Vadnais Heights, MN 55110
- Prairie Technologies Inc. of Minnesota, 14295 James Road, #200, Rogers, MN 55374

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and amendments to the agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

5. Appointments to the Capital Improvement Program Citizens' Advisory Committee [2021-600](#)

Sponsors: Finance

Appoint the following individuals to the Capital Improvement Program Citizens' Advisory Committee for two-year terms ending August 30, 2023:

- Lawrence Sagstetter (District 1)
- Gary Bank (District 2)
- James Bradford III (District 5)
- Logan Beere (District 6)
- Gary Unger (District 7)

6. Appointments to the Community Health Services Advisory Committee [2021-599](#)

Sponsors: Public Health

Appoint the following individuals for at-large positions on the Community Health Services Advisory Committee: Brady Johnson and Hongyi Lan for terms ending June 26, 2022, and Erica Morris and Rajaram Swaminathan for terms ending June 26, 2023.

7. Appointments to the Personnel Review Board [2021-598](#)

Sponsors: Human Resources

Appoint Jill Alverson (incumbent) and Sara Beckstrand to the Personnel Review Board for a four-year term ending August 1, 2025.

8. Reimbursement of Personnel Costs for Civil Unrest Response [2021-501](#)

Sponsors: Sheriff's Office

Authorize the County Manager to transfer \$868,530 from the 2021 General Contingent Account to the Sheriff's Office 2021 budget for reimbursement of unanticipated civil unrest personnel costs from January 1, 2021 through July 9, 2021.

9. Closed Meeting for Labor Negotiations Strategy [2021-610](#)

Sponsors: Human Resources

Hold a closed meeting under Minnesota Statutes Section 13D.03 to consider a strategy for labor negotiations - pursuant to Minnesota Statutes Section 13D.021, the meeting will take

place via Zoom at 1:00 p.m.

ORDINANCE PROCEDURES

- 10. **Proposed 2022 Capital Improvement Program Bond Ordinance - Waive First Reading** [2021-607](#)

Sponsors: Finance

Waive the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance.

- 11. **Proposed 2022 Capital Improvement Program Bond Ordinance - Set Public Hearing Date** [2021-608](#)

Sponsors: Finance

Set the Public Hearing date of November 16, 2021 at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers, third floor of the Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, or in a virtual format as determined by the Chair of the Ramsey County Board on the proposed 2022 Capital Improvement Program Bond Ordinance.

- 12. **Proposed Enterprise and Administrative Services Department Ordinance** [2021-621](#)

Sponsors: Information and Public Records

Approve the Proposed Enterprise and Administrative Services Department Ordinance.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Regional Railroad Authority Meeting - virtual meeting/Council Chambers-Courthouse Room 300

10:30 a.m. (estimated): County Board Workshop - virtual meeting: Speed Limits on County Roads

<https://zoom.us/j/97054659570?pwd=S0pjbhCWjRtMIA1V1BDMnNUenBsdz09>

Webinar ID: 970 5465 9570 | Passcode: 534748 | Phone: 1-651-372-8299

1 p.m. Closed meeting - *CLOSED TO PUBLIC* - Re - Labor Negotiations Strategy

2 p.m. Closed meeting - *CLOSED TO PUBLIC* - Re - To develop or consider offers or counteroffers for the purchase or sale of real or personal property

Advance Notice:

November 2, 2021 County board meeting – Council Chambers

November 9, 2021 County board meeting – Council Chambers

November 16, 2021 County board meeting – Council Chambers

November 23, 2021 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-611

Meeting Date: 10/26/2021

Sponsor: County Manager's Office

Title

Agenda of October 26, 2021 is Presented for Approval.

Recommendation

Approve the agenda of October 26, 2021.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-576

Meeting Date: 10/26/2021

Sponsor: County Manager's Office

Title

Minutes from October 19, 2021 are Presented for Approval

Recommendation

Approve the October 19, 2021 Minutes.

Attachments

1. October 19, 2021 Minutes



Board of Commissioners

Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

October 19, 2021 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse
Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Kathy Hedin, Acting County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PLEDGE OF ALLEGIANCE

1. Agenda of October 19, 2021 is Presented for Approval. [2021-563](#)

Sponsors: County Manager's Office

Approve the agenda of October 19, 2021.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from October 12, 2021 are Presented for Approval [2021-575](#)

Sponsors: County Manager's Office

Approve the October 12, 2021 Minutes.

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

ORDINANCE PROCEDURES

3. Proposed Enterprise and Administrative Services Department Ordinance - Waive the Second Reading [2021-485](#)

Sponsors: Information and Public Records

Waive the Second Reading of the proposed Enterprise and Administrative Services Department Ordinance.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-222

4. Proposed Enterprise and Administrative Services Department Ordinance - Hold the Public Hearing [2021-486](#)

Sponsors: Information and Public Records

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Enterprise and Administrative Services Department Ordinance.

Chair Carter opened the public hearing at 9:06 a.m. She called three times to see if there were any public speakers present who wanted to comment on the proposed ordinance. Hearing none, Chair Carter closed the public hearing at 9:08 a.m.

5. Amendments to the Ramsey County Administrative Ordinance- Waive the First Reading [2021-555](#)

Sponsors: Public Health

Waive the first reading of amendments to the Ramsey County Administrative Ordinance, that provides authority for departments to issue administrative citations.

Motion by McDonough, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-223](#)

6. Amendments to the Ramsey County Administrative Ordinance - Set Public Hearing Date [2021-554](#)

Sponsors: Public Health

Set the date and time of November 9, 2021, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Courthouse, for the Public Hearing on adopting amendments to the Ramsey County Administrative Ordinance (Ordinance No. 2009-362) to afford the public an opportunity to comment on the ordinance amendments.

Motion by McGuire, seconded by Ortega. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-224](#)

PROCLAMATION

7. Proclamation: Disability Employment Awareness Month [2021-587](#)

Sponsors: County Manager's Office

Presented by Commissioner McGuire. Those present to accept the proclamation were: Anne Barry - Social Services Director, Lynne Kincaid - Financial Assistance Services Financial Worker and volunteer guardian, Matt Nelson - Kaposia-Employment Consultant, and supported employees - Lorna White, Lee Gephardt, Trent Kekedakis, Kathy Arlington, Paul Fooshe, and Jill Schilling. Discussion can be found on archived video.

COVID UPDATE

Presented by Acting County Manager Kathy Hedin, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

8. Sole Source Agreement with Compulink Management Center, Inc. for Laserfiche Software Subscription [2021-458](#)

Sponsors: Information Services

1. Approve the Sole Source Agreement with Compulink Management Center, Inc., 2545 Long Beach Boulevard, Long Beach, CA 90807 for a Laserfiche Software subscription for the initial period of October 25, 2021 through October 24, 2023, in an amount of \$532,800 with an optional additional three one-year renewals through October 24, 2026, for a total contract amount not to exceed \$2,750,000.
2. Authorize the Chair and the Chief Clerk to execute the Agreement.
3. Authorize the County Manager to approve and execute amendments and amendment to renew the agreement, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-225

9. Joint Powers Agreement for the Central Certification Program. [2021-588](#)

Sponsors: Finance

1. Approve the Joint Powers Agreement for the Central Certification Program from the date of execution for one year with annual automatic renewals, unless a majority of the Central Certification Program members withdraw, or the program is dissolved.
2. Authorize the Chair and Chief Clerk to execute the Agreement.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-226

10. Appointment to the Workforce Innovation Board of Ramsey County [2021-556](#)

Sponsors: Workforce Solutions

Appoint Shym Cook to represent One-Stop Partners on the Workforce Innovation Board of Ramsey County for a two-year term beginning October 19, 2021 and ending July 31, 2023.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-227

11. August 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments. [2021-557](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of August 2021.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2021-228

COUNTY CONNECTIONS

Presented by Acting County Manager Kathy Hedin. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Carter. Discussion can be found on archived video.

ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:19 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 1(d) (attorney-client privilege) the County Board met in a closed legal briefing, which was not open to the public.

In Re Barbara Smiley, as Trustee for the heirs and next of kin of Talayia Sabillon Suazo vs. Debra Vay Huerta, Jeffrey Jay Huerta, Wife and Husband (62-CV-20-2398)

The Closed Meeting was called to order at 1:02 p.m. with the following members present: Frethem, MatasCastillo, McGuire, Ortega, Reinhardt and Chair Carter. Absent: McDonough. Also present: Kathy Hedin, Acting County Manager/Deputy County Manager - Health and Wellness; Anne Barry, Director, Social Services; Alex Kotze, Chief Financial Officer, Finance; Jenny Groskopf, Enterprise Risk Manager, Finance; Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics; Robert Roche, Civil Division, Office of the Ramsey County Attorney; and Claire Heitman, Civil Division, Office of the Ramsey County Attorney.

Motion by Commissioner Reinhardt seconded by Commissioner Frethem. Unanimously approved. Now, Therefore Be It Resolved, the Ramsey County Board of Commissioners authorizes the Office of the Ramsey County Attorney to proceed as discussed in this closed meeting (Resolution B2021-229)

The closed meeting was adjourned at 1:41 p.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-613

Meeting Date: 10/26/2021

Sponsor: Board of Commissioners

Title

Proclamation: Domestic Violence Awareness Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Domestic violence is pattern of behavior used to gain or maintain power and control over an intimate partner, and that domestic abuse and all forms and systems of oppression must be eliminated; and

WHEREAS, Domestic violence involves physical, sexual, psychological and economic abuse, intimidation and isolation, and happens to one in every three women in their lifetime; and

WHEREAS, Domestic violence touches the lives of people of all ages, backgrounds, genders and gender identities, sexual orientations, spiritual beliefs and circumstances when a home becomes a place of fear and hopelessness, and leaves in its wake a devastating impact on the entire community; and

WHEREAS, We voice compassion and pledge action for the families, friends, and communities that have experienced the anguish of domestic violence as at least twenty women and one man in Minnesota were killed by a current or former intimate partner in 2020, and at least three children and six more friends, family or bystanders lost their lives during a domestic violence incident; and

WHEREAS, We further voice our compassion and commitment for the sixteen minor children in Minnesota who lost their mothers in this past year due to domestic violence; and

WHEREAS, Ramsey County is recognized as a national leader for its groundbreaking response to domestic violence, ranging from the critical work of the Ramsey County Attorney's Office, Community Corrections and Sheriff's Office to Social Services and Public Health; and

WHEREAS, We honor the pioneering work of community-based advocates who founded the nation's first shelter, have been instrumental in the creation of national models that reduce domestic violence and homicides, and have implemented culturally relevant approaches and responses; and

WHEREAS, As a County, we acknowledge that solutions to end domestic violence will only happen with the commitment of our entire community to ensure the safety of victims, and our tireless work with our community-based partners will help create an equitable and violence-free community for all; Now, Therefore, Be It

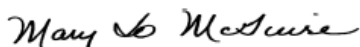
PROCLAIMED, The Ramsey County Board of Commissioners declares October 2021 as Domestic Violence Awareness Month in Ramsey County.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



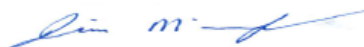
Mary Jo McGuire, Commissioner, District 2



Trista MatasCastillo, Commissioner, District 3



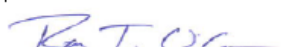
Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2021-546

Meeting Date: 10/26/2021

Sponsor: Property Management

Title

Master Contracts for Building Automation Systems

Recommendation

1. Approve the master contracts for Building Automation Systems with the following vendors for the period from November 1, 2021 through October 31, 2026, in accordance with the rates established in the agreements:
 - Automated Logic Contracting Services, 953 Westgate Drive, Saint Paul, MN 55114
 - UHL Company, 9065 Zachary Lane N., Maple Grove, MN 55101
 - Harris St. Paul, 909 Montreal Circle, Saint Paul, MN 55102
 - Northern Air Corporation, 1001 Labore Industrial Court, Suite B, Vadnais Heights, MN 55110
 - Prairie Technologies Inc. of Minnesota, 14295 James Road, #200, Rogers, MN 55374
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and amendments to the agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Proper functioning building automation systems (BAS) are critical to controlling the environmental conditions within county facilities, and such conditions directly impact county resources, county personnel and building tenants, and county energy management. Each county facility operates its own standalone BAS platform from a specific manufacturer, and contractors providing services on the system must have certification from the corresponding manufacturer. For this reason, it is imperative that the county establish multiple master contracts so that all facilities have the service and support needed for their BAS. The county currently operates the following BAS platform's across its facilities: Alerton, Schneider, Distech, Niagara, ALC, and SkySparks.

On June 30, 2021, a request for proposal solicitation was released for the Building Automation Systems Master Contracts. Below is a competitive solicitation summary:

- Title: Building Automation Systems Master Contract
- Date issued: June 30, 2021
- Proposals due: July 29, 2021
- Vendors notified: 755
- Proposals received: 3
- Evaluation committee: Senior Building Services Manager, Mechanical Maintenance Manager, Maintenance Mechanic
- Evaluation criteria: Contractor qualifications (experience, training, technical and professional ability); key personnel qualifications (experience, training, technical and professional ability); project understanding and approach; cost.

The evaluation team reviewed the three proposals against the specified criteria in the solicitation and recommends that all three contractors be awarded BAS master contracts with the county. However, the evaluation team also noted that none of the three proposing contractors were specifically qualified and certified to specifically service the Alerton BAS platform currently operating in three county facilities. Due to this shortcoming, a second request for proposals was released on August 25, 2021 for BAS master contracts specific to the Alerton BAS platform. The competitive solicitation summary is as follows:

- Title: Building Automation Systems Master Contracts - Alerton
- Date issued: August 25, 2021
- Proposals due: September 16, 2021
- Vendors notified: 413
- Proposals received: 2
- Evaluation Committee: Senior Building Services Manager, Mechanical Maintenance Manager, Maintenance Mechanic
- Evaluation criteria: Contractor qualifications (experience, training, technical and professional ability); key personnel qualifications (experience, training, technical and professional ability); project understanding and approach; cost.

The evaluation team reviewed the two proposals against the specified criteria in the solicitation and recommends that both contractors be awarded BAS master contracts with the county.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The services provided from these agreements do not impact racial equity. However, one of the new contractors is a CERT small business enterprise (Prairie Technologies Inc.).

Community Participation Level and Impact

There is no community engagement for the new BAS master contracts.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Costs for BAS services will be charged to county-approved projects and/or the operating budget of Property Management. The total annual cost for routine operating expenses for the BAS systems is \$50,000.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Agreement with Automated Logic Contracting Services
2. Agreement with UHL Company
3. Agreement with Harris St Paul
4. Agreement with Northern Air Corporation
5. Agreement with Prairie Technologies Inc. of Minnesota

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, St. Paul, MN 55105 ("County") and Automated Logic Contracting Services, 953 Westgate Drive, St. Paul, MN 55114, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from November 01, 2021 through October 31, 2026 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide the County the following for Building Automation Systems ("BAS"): supplies, equipment, material, and labor for installation, preventative maintenance, repairs; BAS software upgrades and BAS Software Service Agreements ("SSA"); BAS and component configuration, troubleshooting, maintenance, design services, and replacement; training and technical/programming support; BAS system enhancements; installation and maintenance of BAS components including controllers, control motors, relays, switches, sensors, user interfaces, and computers; and associated HVAC/R repair, maintenance, and equipment including all incidentals, on an as-needed and time and materials (T&M) basis (together, the "Services").

Services shall be provided in accordance with the following:

2.1.1. Code and Regulatory Requirements

Contractors are required to adhere to all current codes, standards, and safety rules that are in effect at the time of Service performed. These include (but are not limited to) building codes, safety codes, and Ramsey County's personnel/property protection codes. The Contractor is responsible for obtaining the County's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of its work, if applicable.

Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

2.1.2. Definitions

- A. Labor Cost per Hour: Labor cost (current union scale based upon Prevailing Wage) for all classifications identified. All hourly rates shall include wages, FICA, insurance, pension plan and sick/vacation pay in accordance with local union contracts. No additional fees will be paid for travel/set up time. The rates will be allowed to escalate based on the annual increases in prevailing wage after the initial

first year and as outlined in the respective Collecting Bargaining Agreement and/or Union Contracts. The Contractor must submit a written request for increase in hourly wage and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. Ramsey County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

- B. Material and Rental Mark-Up Price: Materials and rentals are to be billed to the County at verifiable cost to the Contractor plus a percentage mark-up of for overhead/profit. This mark-up will NOT be allowed to escalate during the life of the contract. Material mark-up will NOT be allowed on any applicable tax or freight charges.
- C. Subcontractor: Subcontractor labor and materials will be billed to the County at a verifiable, cost-plus subcontractor markup percentage for overhead and profit. The subcontractor markup percentage will NOT be allowed to escalate during the life of the Agreement.
- D. Hourly Rate for Project Management: This rate will be allowed to escalate by 2% or less on the anniversary date of the Agreement execution, and each succeeding year of the Agreement, with County approval. Contractor must submit a written request for increase in hourly rate and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

2.1.3. Work Authorizations

An authorized designated facility representative (“Facility Representative”) of the County will request Services prior to the commencement of work. Contractor will provide a proposal sheet detailing the pricing for all work and materials based upon the requested services. All work shall be accomplished and invoiced on a “time and materials” basis. For any project in which a “not-to-exceed” quote (“Quote”) has been provided, the time and material total shall not exceed the quoted price. Work shall not begin until the proposal sheet has been received and approved by the Facility Representative. Completed work must be approved, in writing, by an authorized Facility Representative and meet the requirements of all governing local, state, and national code regulations.

Unless specifically requested by the Facility Representative, Contractor shall furnish only one trade person per job. All one-person services shall be performed by appropriately factory certified service personnel who have the job classification as described by industry standards. Contractor shall provide advance notification and receive prior approval from the County when work requested requires more than one service personnel per job. All work shall be authorized in advance by a Facility Representative prior to start.

Unless an emergency, Services with estimated costs in excess of \$10,000 will require a purchase order prior to start. The Contractor shall notify the Facility Representative whenever any HVAC/R equipment is being taken down prior to the start of any work.

2.1.4. Replacement Parts, Tools, Equipment, and Supplies

All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the proposal.

Contractor is to provide, at no additional cost to the County, all necessary equipment/hand power tools and supplies typically used by the assigned trade person.

Exceptions: Where it is mutually agreed by the County and the Contractor that the tools or equipment required for completing the work is abnormal.

Contractor shall carry adequate inventory applicable to the Ramsey County sites and systems in its service vehicles.

Rent vs. Purchase: If projected rental of tools or equipment equals or exceeds 80% of the purchase price of the tool or equipment, the Contractor shall inform a Facility Representative. Upon such notification, the County may opt to purchase the article in lieu of rental and retain ownership upon project completion.

All equipment/tools shall be in good mechanical condition at all times. Any equipment deemed unsafe must be replaced immediately with safe equipment that can accomplish the same tasks at no additional cost to County. Mechanical or other equipment used for the Services must be of a type that is approved by the industry and must 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. Any injuries or damages shall be immediately reported to a Facility Representative.

The Contractor will provide the Facility Representative a copy of the Material Safety Sheet for any products used as applicable.

Necessary precautions shall be taken at all times to protect persons, property, and equipment from injury or damage. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed of in accordance with all applicable laws and regulations. The costs of disposal for contaminated or hazardous products shall be included in the Contractor's Service proposal and shall not result in extra expense to the County.

2.1.5. Brand Name or Equal

Products will be of the manufacturer(s) indicated or its equal, except where "No Substitute" is stated. "Brand name" means identification of products by manufacturer, make, and model name and/or number. If "brand name or equal" is indicated, the intent is: 1) to be descriptive, not restrictive; 2) to indicate the quality and characteristics desired; and 3) shall mean "brand name or equal". Unless authorized by a building manager, systems must be uniform throughout a BAS system.

If proposing an equal product, Contractor must indicate such on the Quote and submit information with the Quote clearly identifying the manufacturer and brand name of the product proposed.

If proposing to modify a product to make it conform to this section, Contractor must submit with the Quote a clear descriptive statement of the proposed modifications and any descriptive material clearly marked to show the proposed modifications. Product modifications proposed after the acceptance of the Quote by the County will not be considered.

Determination of equality will be made by the County at its sole discretion. It is the Contractor's responsibility to ensure that the County has sufficient information to make that determination. The Contractor must submit with its Quote all descriptive material specifically requested so that the County may determine exactly what the Contractor proposes to furnish and whether the product proposed meets the Specifications. The information furnished may include specific references to information previously furnished or to information otherwise available to the County.

Samples: If proposing a product other than that specified (i.e., an equal or modified product or a product that varies), the Contractor may be required to furnish descriptive literature and a sample of the product proposed. Failure to submit samples as required shall be cause for rejection of the Quote.

2.1.6. On-Call Support Services

Contractor must have on-call support service staffed 24-hours a day, 7-days a week, 365-days a year. This support service must have the ability to dispatch on-call technicians and connect them with the Facility Representative within 4 hours. The technicians must have the experience to provide preliminary diagnosis over the phone and, if needed, dispatch technician and equipment to the site within four (4) hours of the original call requesting the on-call support.

2.1.7. Performance, Licenses, and Permits

Contractor shall employ staff skilled and experienced for the specific task required, and work shall be of the highest quality and performed in a neat and expeditious manner. Contractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting its work in Minnesota. Permits required by local authorities shall be secured and paid for by Contractor. The County shall reimburse Contractor for the actual cost of permits only.

2.1.8. Employee Conduct

While providing Services, all employees of Contractor shall conduct themselves in a professional and courteous manner. Personnel conducting themselves in a manner deemed unacceptable by County shall be replaced immediately. Ramsey County reserves the right to reject any employee. For security reasons, Contractor's employees will have a uniform identifying the name of the Contractor and the employee.

2.1.9. Work Hours

During the term of this Agreement, Contractor shall maintain the capacity to provide its Services as follows:

- A. Regular Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Overtime Work Hours: 4:31 p.m. to 6:59 a.m. Monday through Friday; 4:31 p.m. on Friday through 11:59 p.m. on Saturday
- C. Sunday/Holiday Hours: 12:00 a.m. to 11:59 p.m. on Sundays and Federal holidays.

In the case of an emergency the Contractor shall respond to emergency calls within four hours, 24-hours a day and seven days a week.

All labor prices in Contractor's provided rate schedule, incorporated hereto as **Attachment A**, shall include, but not be limited to, travel times, truck charges, mileage, surcharges, labor, and other incidentals required to complete the Services.

2.1.10. Modifications/Repairs

- A. Contractor shall have the capability of utilizing their employed technicians to provide standard repairs, modifications, and/or service as requested by the Facility Representative. If during an inspection it is determined that there is a malfunction or repairs are needed, the Contractor shall prepare a Quote using the defined rates in Attachment A. Such repairs must be approved in advance by the Facility Representative. The decision to have the Contractor make the repair or to solicit additional bids for the repairs will be determined by the Facility Representative.

- B. Repair work will include a one-year warranty on the work performed, including labor and materials.
- C. The Contractor shall not proceed with any repair work without written authorization from the Facility Representative, nor without a schedule agreed upon by both Contractor and the Facility Representative.
- D. The Contractor shall NOT EXCEED THE AMOUNT WHICH IS ON THE PURCHASE ORDER OR ITS PROPOSAL without written approval from the Facility Representative.
- E. If the Contractor proceeds without written approval and purchase order, or exceeds the purchase order/proposal amount without written approval from the Facility Representative, the Contractor may not be paid for the applicable Service.
- F. The Contractor shall have an available inventory of common repair parts.
- G. All repairs performed shall comply with the original equipment manufacturer's ("OEM") recommendation and include OEM parts.
- H. System modifications must be approved by the OEM or signed off by the Facility Representative.
- I. No extension of time will be given for the completion of the Services except for delays authorized by the Facility Representative. Extension of time may be granted upon a written request from the Contractor to the Facility Representative. The County will designate the length of the extension if the claim for such extension is valid. Claims for extension of time will be considered valid only under the conditions this Agreement. If the Contractor is delayed by the County, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Service. This paragraph does not exclude the recovery by the County for damages caused by the Contractor under other provisions of the Agreement. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Facility Representative in writing of the causes of delay. Such an extension request will be approved or denied by the County. The County reserves the right to stop work in progress at any time or for any reason, including but not limited to asking the Contractor to start another more critical project for another Ramsey County Department.

2.1.11. Reporting Requirements

At the end of each site visit for inspection service, the Contractor must complete and forward a field report with the findings to the Facility Representative. This "maintenance inspection/checklist" must include the day the inspection service was performed. Prior to commencement of Service, Contractor's contact information and email address will be provided to the Facility Representatives.

2.1.12. Subcontracting

The Contractor shall not subcontract for Services, in whole or in part, without prior written authorization by the Facility Representative. The Contractor will only be allowed to subcontract portion of the Services with prior written authorization from the County. Only factory trained and authorized service technicians will be allowed for subcontracted repair work.

The provisions of this Agreement shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the County, no subcontract shall serve to terminate this Agreement, or in any way affect the responsibility of the Contractor for timely and satisfactory performance of the obligations as required by this Agreement.

2.1.13. Sign-In/Out and Job Ticket Procedures

Contractor's service personnel shall notify the Facility Representative of their arrival at the job site prior to starting their activities, and again upon their departure. All Contractor personnel are required to sign-in and sign-out of a facility each time service is rendered. The Contractor's failure to sign-in and sign-out of a facility may result in non-payment of submitted invoice.

In addition to the sign-in and sign-out requirement, Contractor must complete and sign a service activity report (job ticket) and leave it with the Facility Representative upon the completion of each workday. Contractor personnel will be escorted in the facility by the Facility Representative.

2.1.14. Salvageable Items

Items identified as salvage or save for County's re-use shall be cleaned, packed or crated, clearly labeled, and stored in a secure area approved by the Facility Representative so as to protect from damage during storage. Contractor must carefully remove existing materials and equipment identified as to remain the property of the County.

When not clearly identified by the plan, instructions, or located by discovery, Contractor must consult with the Facility Representative for any salvage the County may wish to retain.

The Contractor shall not sell, trade for profit, or gift to any third party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary onsite storage, and pick-up coordination, and shall make allowance for such added care within the overhead proportion of labor rates established in Attachment A. Storage or sale of County approved salvaged items or materials by the Contractor will not be permitted.

2.1.15. Non-Salvageable Items

Contractor shall remove unsalvageable materials in a manner that will avoid damage to materials or equipment which will remain. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become Contractor's property as waste or debris, and shall be removed from the project site. Contractor shall promptly and completely remove such items and dispose of them off-site, and in legal fashion.

2.1.16. Safety and 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 to and shall not grant access to any person requesting entry into the building or specific work area.

Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or concern, shall immediately be reported to onsite Property Management staff or building security, as directed.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions required in connection with its 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.

The Contractor shall verify that each employee providing services under this contract has received Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space training, as applicable, in accordance with the current federal and state regulations by providing the following:

- A. A training acknowledgment indicating that the Contractor's employees have attended training on Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space.
- B. A copy of the Contractor's safety program.
- C. A list of personal protective equipment and clothing that will be used by the Contractor's employees under the terms of this Agreement.

This information (items A, B, and C, as noted above) shall be submitted prior to the effective starting date of this Agreement 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.

The County assumes no responsibility or liability for the Contractor's compliance with applicable federal and state regulations and safe work practices. The Contractor is solely responsible for the sufficiency of its safety program and its compliance with applicable federal and state regulations.

2.1.17. Key/Card Access Control

Key/card access control shall be the responsibility of the Contractor. The Facility Representative may issue keys or access cards on an as-needed basis. If facility keys or access cards are taken off the property by any of the Contractor's personnel, they will be required to return them immediately. Any key or access card that is lost, stolen, or broken must be reported immediately to the Facility Representative. If Contractor, for any reason, does not return a key or 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. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

2.1.18. Cost of Project Management

County may require the Contractor to provide project management services for a specific project. Project management supervision of on-site trade personnel shall be pre-approved by the County and invoiced at the rates established in Attachment A.

2.1.19. Cost of Project Quotes

Quotes shall be prepared by competent, professionally qualified personnel so that they can be relied upon for reasonable accuracy by County. Quotes may be used for budgeting purposes. All Quote Services shall be invoiced on a "time and materials" basis and on a "not-to-exceed" basis. Costs for the preparation a Quote, as requested by County, will be considered an expense cost of the Contractor and will not be reimbursed by the County.

2.1.20. Invoicing

All invoices will be submitted using a time and materials basis.

All invoices submitted for payment shall include:

- A. Date(s) of service.
- B. Description of goods and/or services furnished for each service date.
- C. Authorization from County for extra work.
- D. County contract number RC-000416 and applicable project number.

- E. A copy of the “job ticket(s)” and/or “delivery tickets” signed by a Facility Representative upon completion and verification of hours on the job; copies of timecards or time summary sheets (if no job ticket or delivery ticket was received). Undocumented time will not be reimbursed. Time spent running for parts shall be included in the Contractor’s overhead and profit calculation.
- F. First and last name of each person providing chargeable service.
- G. Approved labor rate of each person providing chargeable service.
- H. Job classifications and hours invoiced for person providing chargeable service.
- I. Total labor cost for all service personnel providing chargeable service.
- J. Total costs of Contractor provided material(s), (include a numbered copy of all required material invoices). Material subtotal prior to applicable taxation and freight charges.
- K. Contractor shall separate material into two categories:
 - a. Materials purchased specific to project (back-up supplier invoices).
 - b. Materials purchased from company inventory (Parts catalog with pricing per unit and extended pricing required).
- L. Percentage of Contractor’s mark-up of materials as stated in Attachment A.
- M. Dollar cost of Contractor’s mark-up of materials.
- N. Total cost of materials (Contractor material cost, markup, and total Contractor cost-plus mark-up) prior to applicable taxation and freight charges.
- O. Total of subcontractor(s) costs (include a copy of all subcontractor invoices).
- P. Percentage of Contractor’s mark-up of subcontractor(s) as stated in Attachment A (applicable tax and freight charges cannot be marked up).
- Q. Total County cost of subcontractor(s) (Contractor’s cost, plus Contractor markup).
- R. Total of Contractor’s rental equipment costs (include a copy of all rental invoices).
- S. Percentage of Contractor’s mark-up of rented equipment as stated in Attachment A.
- T. Dollar cost of Contractor’s mark-up of rented equipment.
- U. Total County cost of rented equipment (Contractor’s rental equipment cost, plus Contractor’s mark-up).
- V. Required permits and fees.
- W. Contractor’s job number.

County will only pay for charges as outlined in the Agreement (minimum charges for regular and/or overtime do not apply).

County will not pay for any “miscellaneous charges.” These shall include but are not limited to: truck or vehicle charges, trip charges, mileage reimbursement, fuel surcharges, parking charges, consumable incidental materials, shop materials, and environmental charges.

All such charges shall be included in the Contractor’s overhead. Pre-authorized and reasonable freight/courier charges incurred by Contractor from a third-party carrier for materials ordered for the County shall be reimbursed on a “pass-through” basis, that is, shall not be subjected to Contractor’s mark-up. Charges for specialty tools must be pre-approved by Ramsey County’s Facility Representative.

Overtime and Sunday/Holiday Pay: This must be pre-authorized and pre-approved by the Facility Representative. The Contractor’s overtime and Sunday/holiday pay rate for each listed job classification is provided in Attachment A. This information shall be updated at each requested contract price adjustment.

Any applicable tax on parts and materials, equipment rental, and subcontractors must not be included in the cost-plus percentage on submitted invoices. Any applicable tax and freight charges must be submitted as a separate line item on the invoice and not marked up.

Invoices for service and work performed shall be submitted to Facilities Representatives responsible for each site for their approval and processing.

The County further reserves the right to request copies of any of the Contractor's invoices regardless of the line-item amount.

2.1.21. Functional Demonstrations

Contractor shall demonstrate to County personnel that all system functions on building systems under repair or that have been modified are operating in accordance with the specifications of the project and applicable operations and manufacturers' manuals and specifications. If any deviations, defects, or deficiencies are identified during the demonstration, Contractor will correct the deviations, defects, and deficiencies at no cost to County.

2.1.22. Training

The Contractor shall provide the following:

- Controls: Contractor representative with complete knowledge of project-specific system installed to train County's maintenance personnel to adjust, operate, and maintain system software, graphics, and system.
- Customer Training: Base extent of training on scope and complexity of system and training requirements indicated. Provide extent of training required to satisfy requirements listed in this document even if more than minimum training requirements are indicated.
 - o Provide each attendee with a color hard copy of all training materials and visual presentations.
 - o Hard copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for recipients to take handwritten notes within training manuals.
 - o In addition to hard copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard copy materials.

2.1.23. Documentation, Operation, and Maintenance Manuals

The Contractor shall provide drawings, system diagrams ('as-wired' or 'as-built') and other documentation for any installations, including a listing of all cables showing a description of the cable, the start and end of each cable, and the marking on each cable and a listing of all parts and materials. The Contractor shall also provide a copy of any instruction manuals for all equipment supplied, including original equipment manufacturer materials, a recommended spare parts inventory, parts acquisition resources listing, trouble-shooting information, and contact information. The Contractor shall also provide the County an electronic copy of all equipment configuration files and all usernames and associated passwords, as applicable, as follows:

- A. Project Record Drawings of as-built versions of submittal Shop Drawings provided in three hard copies and electronic PDF format.
- B. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- C. As-built versions of submittal product data.
- D. Names, addresses, e-mail addresses, and 24-hour telephone numbers of installer and service representatives for system and products.
- E. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set point and variables.

- F. Programming manuals with descriptions of the following: programming language and syntax; statements for algorithm and calculations used; point database creation and modification; program creation and modification; and of editor use.
- G. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- H. An electronic copy of all equipment configuration files, and all usernames and associated passwords (as applicable).
- I. Licenses, guarantees, and warranty documents.
- J. County training materials.

2.1.24. Shop Drawing for Projects

Contractor shall provide shop drawings as follows:

- A. General Requirements
 - a. Include cover drawing with project name, location, owner, architect, Contractor, and issue date with each shop drawing submission.
 - b. Include a drawing index sheet listing each drawing number and title, which matches information in each title block.
- B. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve if included in project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing the same point.

2.1.25. Final Project Acceptance

Upon (1) successful demonstration of the system, (2) completion of training, and (3) delivery of documentation, all in accordance with the provisions of these specifications, the Contractor shall certify that the BAS is ready for final project acceptance testing.

The final project acceptance testing period (“Testing Period”) is a period of thirty (30) calendar days following completion of all three prerequisites as identified in the previous paragraph. In addition, problems found within the first thirty days (30) of the initiation of a system based on seasonal use (such as a cooling system being initiated in the Spring) shall also be covered. During the Testing Period, the County shall notify the Contractor of deviations, defects, or deficiencies in the operation of the system, including equipment and software components. The Contractor shall correct all deviations, defects, and deficiencies identified during the Testing Period. Upon correction of all deviations, defects, and deficiencies identified during the Testing Period, the County shall give written final project acceptance.

2.1.26. Warranty

- A. New Project Warranty

After final project acceptance the Contractor shall warrant that the system, including all materials, software, and equipment, shall be free from defects, and free from any imperfections in design, materials, or construction which would create hazards. The

BAS shall operate in conformity with these specifications, and any manufacturers' documentation and warranties, for a period of one year from the date of final project acceptance ("Warranty Period").

B. Warranty Services

If any defect or malfunction occurs within the Warranty Period, Contractor shall remove the malfunctioning unit(s), determine the cause of the malfunction, and repair or replace, reinstall, and connect the replaced/repared unit(s) at Contractor's sole cost and expense. Service technicians must be available to be on site within 24 hours for non-emergency situations (within two hours on emergency situations) and the service technicians shall remain on site until the needed repairs are completed and the system is operating in accordance with specifications, the manufacturers' documentation, and warranties. Exceptions may be granted upon mutual agreement by the County and Contractor. If, during the Warranty Period, any equipment or the system requires warranty services more than three times, Contractor shall be required to replace the equipment or the system at the Contractor's cost. Should the repeated failures be the result of a design defect, Contractor shall correct the defect to the satisfaction of the Facility Representative at its sole cost. All documentation shall be updated to reflect any design and/or installation.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as provided in the **Attachment A** rate card.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice once a month as services are provided.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Dave Gitlin as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid,

when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nicholas Fahey, 121 7th Place East, Suite 2200, St. Paul, MN 55101

Contractor:

Michael Larson, 953 Westgate Drive, St. Paul, MN 55114

5.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by

the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability,

losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

This is a Ramsey County Master Contract available to all Ramsey County departments.

5.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.24.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all

trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County project. **The County has established a goal of 20% women and 32% minority for site workforce utilization for this Agreement.** The Contractor will make a good faith effort towards achieving these goals.

6.2. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program (“IICP”) in order to increase the participation of CERT SBE vendors (“SBE”) in the County's purchasing activities. The SBE utilization goal for the County is 18.5%.

6.3. Special Requirements

Contractor must conform to the Special Requirements as defined in **Attachment B** to this Agreement, which is incorporated hereto by reference.

6.4. Information Security

The County's Hosting and/or Cloud Services and Security Standards is provided in **Attachment C** to this Agreement and is incorporated hereto by reference.

The Contractor, and any of its subcontractors, must coordinate and seek approval of all telecommunications and IT network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

The Contractor's Remote Access Standard must be reviewed and approved by Ramsey County Information Services prior to any system implementation.

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, St. Paul, MN 55101 ("County") and UHL Company, 9065 Zachary Lane N., Maple Grove, MN 55369, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from November 01, 2021 through October 31, 2026 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide the County the following for Building Automation Systems ("BAS"): supplies, equipment, material, and labor for installation, preventative maintenance, repairs; BAS software upgrades and BAS Software Service Agreements ("SSA"); BAS and component configuration, troubleshooting, maintenance, design services, and replacement; training and technical/programming support; BAS system enhancements; installation and maintenance of BAS components including controllers, control motors, relays, switches, sensors, user interfaces, and computers; and associated HVAC/R repair, maintenance, and equipment including all incidentals, on an as-needed and time and materials (T&M) basis (together, the "Services").

Services shall be provided in accordance with the following:

2.1.1. Code and Regulatory Requirements

Contractors are required to adhere to all current codes, standards, and safety rules that are in effect at the time of Service performed. These include (but are not limited to) building codes, safety codes, and Ramsey County's personnel/property protection codes. The Contractor is responsible for obtaining the County's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of its work, if applicable.

Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

2.1.2. Definitions

- A. Labor Cost per Hour: Labor cost (current union scale based upon Prevailing Wage) for all classifications identified. All hourly rates shall include wages, FICA, insurance, pension plan and sick/vacation pay in accordance with local union contracts. No additional fees will be paid for travel/set up time. The rates will be allowed to escalate based on the annual increases in prevailing wage after the initial

first year and as outlined in the respective Collecting Bargaining Agreement and/or Union Contracts. The Contractor must submit a written request for increase in hourly wage and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. Ramsey County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

- B. Material and Rental Mark-Up Price: Materials and rentals are to be billed to the County at verifiable cost to the Contractor plus a percentage mark-up of for overhead/profit. This mark-up will NOT be allowed to escalate during the life of the contract. Material mark-up will NOT be allowed on any applicable tax or freight charges.
- C. Subcontractor: Subcontractor labor and materials will be billed to the County at a verifiable, cost-plus subcontractor markup percentage for overhead and profit. The subcontractor markup percentage will NOT be allowed to escalate during the life of the Agreement.
- D. Hourly Rate for Project Management: This rate will be allowed to escalate by 2% or less on the anniversary date of the Agreement execution, and each succeeding year of the Agreement, with County approval. Contractor must submit a written request for increase in hourly rate and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

2.1.3. Work Authorizations

An authorized designated facility representative (“Facility Representative”) of the County will request Services prior to the commencement of work. Contractor will provide a proposal sheet detailing the pricing for all work and materials based upon the requested services. All work shall be accomplished and invoiced on a “time and materials” basis. For any project in which a “not-to-exceed” quote (“Quote”) has been provided, the time and material total shall not exceed the quoted price. Work shall not begin until the proposal sheet has been received and approved by the Facility Representative. Completed work must be approved, in writing, by an authorized Facility Representative and meet the requirements of all governing local, state, and national code regulations.

Unless specifically requested by the Facility Representative, Contractor shall furnish only one trade person per job. All one-person services shall be performed by appropriately factory certified service personnel who have the job classification as described by industry standards. Contractor shall provide advance notification and receive prior approval from the County when work requested requires more than one service personnel per job. All work shall be authorized in advance by a Facility Representative prior to start.

Unless an emergency, Services with estimated costs in excess of \$10,000 will require a purchase order prior to start. The Contractor shall notify the Facility Representative whenever any HVAC/R equipment is being taken down prior to the start of any work.

2.1.4. Replacement Parts, Tools, Equipment, and Supplies

All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the proposal.

Contractor is to provide, at no additional cost to the County, all necessary equipment/hand power tools and supplies typically used by the assigned trade person.

Exceptions: Where it is mutually agreed by the County and the Contractor that the tools or equipment required for completing the work is abnormal.

Contractor shall carry adequate inventory applicable to the Ramsey County sites and systems in its service vehicles.

Rent vs. Purchase: If projected rental of tools or equipment equals or exceeds 80% of the purchase price of the tool or equipment, the Contractor shall inform a Facility Representative. Upon such notification, the County may opt to purchase the article in lieu of rental and retain ownership upon project completion.

All equipment/tools shall be in good mechanical condition at all times. Any equipment deemed unsafe must be replaced immediately with safe equipment that can accomplish the same tasks at no additional cost to County. Mechanical or other equipment used for the Services must be of a type that is approved by the industry and must 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. Any injuries or damages shall be immediately reported to a Facility Representative.

The Contractor will provide the Facility Representative a copy of the Material Safety Sheet for any products used as applicable.

Necessary precautions shall be taken at all times to protect persons, property, and equipment from injury or damage. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed of in accordance with all applicable laws and regulations. The costs of disposal for contaminated or hazardous products shall be included in the Contractor's Service proposal and shall not result in extra expense to the County.

2.1.5. Brand Name or Equal

Products will be of the manufacturer(s) indicated or its equal, except where "No Substitute" is stated. "Brand name" means identification of products by manufacturer, make, and model name and/or number. If "brand name or equal" is indicated, the intent is: 1) to be descriptive, not restrictive; 2) to indicate the quality and characteristics desired; and 3) shall mean "brand name or equal". Unless authorized by a building manager, systems must be uniform throughout a BAS system.

If proposing an equal product, Contractor must indicate such on the Quote and submit information with the Quote clearly identifying the manufacturer and brand name of the product proposed.

If proposing to modify a product to make it conform to this section, Contractor must submit with the Quote a clear descriptive statement of the proposed modifications and any descriptive material clearly marked to show the proposed modifications. Product modifications proposed after the acceptance of the Quote by the County will not be considered.

Determination of equality will be made by the County at its sole discretion. It is the Contractor's responsibility to ensure that the County has sufficient information to make that determination. The Contractor must submit with its Quote all descriptive material specifically requested so that the County may determine exactly what the Contractor proposes to furnish and whether the product proposed meets the Specifications. The information furnished may include specific references to information previously furnished or to information otherwise available to the County.

Samples: If proposing a product other than that specified (i.e., an equal or modified product or a product that varies), the Contractor may be required to furnish descriptive literature and a sample of the product proposed. Failure to submit samples as required shall be cause for rejection of the Quote.

2.1.6. On-Call Support Services

Contractor must have on-call support service staffed 24-hours a day, 7-days a week, 365-days a year. This support service must have the ability to dispatch on-call technicians and connect them with the Facility Representative within 4 hours. The technicians must have the experience to provide preliminary diagnosis over the phone and, if needed, dispatch technician and equipment to the site within four (4) hours of the original call requesting the on-call support.

2.1.7. Performance, Licenses, and Permits

Contractor shall employ staff skilled and experienced for the specific task required, and work shall be of the highest quality and performed in a neat and expeditious manner. Contractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting its work in Minnesota. Permits required by local authorities shall be secured and paid for by Contractor. The County shall reimburse Contractor for the actual cost of permits only.

2.1.8. Employee Conduct

While providing Services, all employees of Contractor shall conduct themselves in a professional and courteous manner. Personnel conducting themselves in a manner deemed unacceptable by County shall be replaced immediately. Ramsey County reserves the right to reject any employee. For security reasons, Contractor’s employees will have a uniform identifying the name of the Contractor and the employee.

2.1.9. Work Hours

During the term of this Agreement, Contractor shall maintain the capacity to provide its Services as follows:

- A. Regular Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Overtime Work Hours: 4:31 p.m. to 6:59 a.m. Monday through Friday; 4:31 p.m. on Friday through 11:59 p.m. on Saturday
- C. Sunday/Holiday Hours: 12:00 a.m. to 11:59 p.m. on Sundays and Federal holidays.

In the case of an emergency the Contractor shall respond to emergency calls within four hours, 24-hours a day and seven days a week.

All labor prices in Contractor’s provided rate schedule, incorporated hereto as **Attachment A**, shall include, but not be limited to, travel times, truck charges, mileage, surcharges, labor, and other incidentals required to complete the Services.

2.1.10. Modifications/Repairs

- A. Contractor shall have the capability of utilizing their employed technicians to provide standard repairs, modifications, and/or service as requested by the Facility Representative. If during an inspection it is determined that there is a malfunction or repairs are needed, the Contractor shall prepare a Quote using the defined rates in Attachment A. Such repairs must be approved in advance by the Facility Representative. The decision to have the Contractor make the repair or to solicit additional bids for the repairs will be determined by the Facility Representative.

- B. Repair work will include a one-year warranty on the work performed, including labor and materials.
- C. The Contractor shall not proceed with any repair work without written authorization from the Facility Representative, nor without a schedule agreed upon by both Contractor and the Facility Representative.
- D. The Contractor shall NOT EXCEED THE AMOUNT WHICH IS ON THE PURCHASE ORDER OR ITS PROPOSAL without written approval from the Facility Representative.
- E. If the Contractor proceeds without written approval and purchase order, or exceeds the purchase order/proposal amount without written approval from the Facility Representative, the Contractor may not be paid for the applicable Service.
- F. The Contractor shall have an available inventory of common repair parts.
- G. All repairs performed shall comply with the original equipment manufacturer's ("OEM") recommendation and include OEM parts.
- H. System modifications must be approved by the OEM or signed off by the Facility Representative.
- I. No extension of time will be given for the completion of the Services except for delays authorized by the Facility Representative. Extension of time may be granted upon a written request from the Contractor to the Facility Representative. The County will designate the length of the extension if the claim for such extension is valid. Claims for extension of time will be considered valid only under the conditions this Agreement. If the Contractor is delayed by the County, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Service. This paragraph does not exclude the recovery by the County for damages caused by the Contractor under other provisions of the Agreement. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Facility Representative in writing of the causes of delay. Such an extension request will be approved or denied by the County. The County reserves the right to stop work in progress at any time or for any reason, including but not limited to asking the Contractor to start another more critical project for another Ramsey County Department.

2.1.11. Reporting Requirements

At the end of each site visit for inspection service, the Contractor must complete and forward a field report with the findings to the Facility Representative. This "maintenance inspection/checklist" must include the day the inspection service was performed. Prior to commencement of Service, Contractor's contact information and email address will be provided to the Facility Representatives.

2.1.12. Subcontracting

The Contractor shall not subcontract for Services, in whole or in part, without prior written authorization by the Facility Representative. The Contractor will only be allowed to subcontract portion of the Services with prior written authorization from the County. Only factory trained and authorized service technicians will be allowed for subcontracted repair work.

The provisions of this Agreement shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the County, no subcontract shall serve to terminate this Agreement, or in any way affect the responsibility of the Contractor for timely and satisfactory performance of the obligations as required by this Agreement.

2.1.13. Sign-In/Out and Job Ticket Procedures

Contractor's service personnel shall notify the Facility Representative of their arrival at the job site prior to starting their activities, and again upon their departure. All Contractor personnel are required to sign-in and sign-out of a facility each time service is rendered. The Contractor's failure to sign-in and sign-out of a facility may result in non-payment of submitted invoice.

In addition to the sign-in and sign-out requirement, Contractor must complete and sign a service activity report (job ticket) and leave it with the Facility Representative upon the completion of each workday. Contractor personnel will be escorted in the facility by the Facility Representative.

2.1.14. Salvageable Items

Items identified as salvage or save for County's re-use shall be cleaned, packed or crated, clearly labeled, and stored in a secure area approved by the Facility Representative so as to protect from damage during storage. Contractor must carefully remove existing materials and equipment identified as to remain the property of the County.

When not clearly identified by the plan, instructions, or located by discovery, Contractor must consult with the Facility Representative for any salvage the County may wish to retain.

The Contractor shall not sell, trade for profit, or gift to any third party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary onsite storage, and pick-up coordination, and shall make allowance for such added care within the overhead proportion of labor rates established in Attachment A. Storage or sale of County approved salvaged items or materials by the Contractor will not be permitted.

2.1.15. Non-Salvageable Items

Contractor shall remove unsalvageable materials in a manner that will avoid damage to materials or equipment which will remain. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become Contractor's property as waste or debris, and shall be removed from the project site. Contractor shall promptly and completely remove such items and dispose of them off-site, and in legal fashion.

2.1.16. Safety and 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 to and shall not grant access to any person requesting entry into the building or specific work area.

Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or concern, shall immediately be reported to onsite Property Management staff or building security, as directed.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions required in connection with its 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.

The Contractor shall verify that each employee providing services under this contract has received Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space training, as applicable, in accordance with the current federal and state regulations by providing the following:

- A. A training acknowledgment indicating that the Contractor's employees have attended training on Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space.
- B. A copy of the Contractor's safety program.
- C. A list of personal protective equipment and clothing that will be used by the Contractor's employees under the terms of this Agreement.

This information (items A, B, and C, as noted above) shall be submitted prior to the effective starting date of this Agreement 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.

The County assumes no responsibility or liability for the Contractor's compliance with applicable federal and state regulations and safe work practices. The Contractor is solely responsible for the sufficiency of its safety program and its compliance with applicable federal and state regulations.

2.1.17. Key/Card Access Control

Key/card access control shall be the responsibility of the Contractor. The Facility Representative may issue keys or access cards on an as-needed basis. If facility keys or access cards are taken off the property by any of the Contractor's personnel, they will be required to return them immediately. Any key or access card that is lost, stolen, or broken must be reported immediately to the Facility Representative. If Contractor, for any reason, does not return a key or 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. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

2.1.18. Cost of Project Management

County may require the Contractor to provide project management services for a specific project. Project management supervision of on-site trade personnel shall be pre-approved by the County and invoiced at the rates established in Attachment A.

2.1.19. Cost of Project Quotes

Quotes shall be prepared by competent, professionally qualified personnel so that they can be relied upon for reasonable accuracy by County. Quotes may be used for budgeting purposes. All Quote Services shall be invoiced on a "time and materials" basis and on a "not-to-exceed" basis. Costs for the preparation a Quote, as requested by County, will be considered an expense cost of the Contractor and will not be reimbursed by the County.

2.1.20. Invoicing

All invoices will be submitted using a time and materials basis.

All invoices submitted for payment shall include:

- A. Date(s) of service.
- B. Description of goods and/or services furnished for each service date.
- C. Authorization from County for extra work.
- D. County contract number RC-000417 and applicable project number.

- E. A copy of the “job ticket(s)” and/or “delivery tickets” signed by a Facility Representative upon completion and verification of hours on the job; copies of timecards or time summary sheets (if no job ticket or delivery ticket was received). Undocumented time will not be reimbursed. Time spent running for parts shall be included in the Contractor’s overhead and profit calculation.
- F. First and last name of each person providing chargeable service.
- G. Approved labor rate of each person providing chargeable service.
- H. Job classifications and hours invoiced for person providing chargeable service.
- I. Total labor cost for all service personnel providing chargeable service.
- J. Total costs of Contractor provided material(s), (include a numbered copy of all required material invoices). Material subtotal prior to applicable taxation and freight charges.
- K. Contractor shall separate material into two categories:
 - a. Materials purchased specific to project (back-up supplier invoices).
 - b. Materials purchased from company inventory (Parts catalog with pricing per unit and extended pricing required).
- L. Percentage of Contractor’s mark-up of materials as stated in Attachment A.
- M. Dollar cost of Contractor’s mark-up of materials.
- N. Total cost of materials (Contractor material cost, markup, and total Contractor cost-plus mark-up) prior to applicable taxation and freight charges.
- O. Total of subcontractor(s) costs (include a copy of all subcontractor invoices).
- P. Percentage of Contractor’s mark-up of subcontractor(s) as stated in Attachment A (applicable tax and freight charges cannot be marked up).
- Q. Total County cost of subcontractor(s) (Contractor’s cost, plus Contractor markup).
- R. Total of Contractor’s rental equipment costs (include a copy of all rental invoices).
- S. Percentage of Contractor’s mark-up of rented equipment as stated in Attachment A.
- T. Dollar cost of Contractor’s mark-up of rented equipment.
- U. Total County cost of rented equipment (Contractor’s rental equipment cost, plus Contractor’s mark-up).
- V. Required permits and fees.
- W. Contractor’s job number.

County will only pay for charges as outlined in the Agreement (minimum charges for regular and/or overtime do not apply).

County will not pay for any “miscellaneous charges.” These shall include but are not limited to: truck or vehicle charges, trip charges, mileage reimbursement, fuel surcharges, parking charges, consumable incidental materials, shop materials, and environmental charges.

All such charges shall be included in the Contractor’s overhead. Pre-authorized and reasonable freight/courier charges incurred by Contractor from a third-party carrier for materials ordered for the County shall be reimbursed on a “pass-through” basis, that is, shall not be subjected to Contractor’s mark-up. Charges for specialty tools must be pre-approved by Ramsey County’s Facility Representative.

Overtime and Sunday/Holiday Pay: This must be pre-authorized and pre-approved by the Facility Representative. The Contractor’s overtime and Sunday/holiday pay rate for each listed job classification is provided in Attachment A. This information shall be updated at each requested contract price adjustment.

Any applicable tax on parts and materials, equipment rental, and subcontractors must not be included in the cost-plus percentage on submitted invoices. Any applicable tax and freight charges must be submitted as a separate line item on the invoice and not marked up.

Invoices for service and work performed shall be submitted to Facilities Representatives responsible for each site for their approval and processing.

The County further reserves the right to request copies of any of the Contractor's invoices regardless of the line-item amount.

2.1.21. Functional Demonstrations

Contractor shall demonstrate to County personnel that all system functions on building systems under repair, or that have been modified, are operating in accordance with the specifications of the project and applicable operations and manufacturers' manuals and specifications. If any deviations, defects, or deficiencies are identified during the demonstration, Contractor will correct the deviations, defects, and deficiencies at no cost to County.

2.1.22. Training

The Contractor shall provide the following:

- Controls: Contractor representative with complete knowledge of project-specific system installed to train County's maintenance personnel to adjust, operate, and maintain system software, graphics, and system.
- Customer Training: Base extent of training on scope and complexity of system and training requirements indicated. Provide extent of training required to satisfy requirements listed in this document even if more than minimum training requirements are indicated.
 - o Provide each attendee with a color hard copy of all training materials and visual presentations.
 - o Hard copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for recipients to take handwritten notes within training manuals.
 - o In addition to hard copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard copy materials.

2.1.23. Documentation, Operation, and Maintenance Manuals

The Contractor shall provide drawings, system diagrams ('as-wired' or 'as-built') and other documentation for any installations, including a listing of all cables showing a description of the cable, the start and end of each cable, and the marking on each cable and a listing of all parts and materials. The Contractor shall also provide a copy of any instruction manuals for all equipment supplied, including original equipment manufacturer materials, a recommended spare parts inventory, parts acquisition resources listing, trouble-shooting information, and contact information. The Contractor shall also provide the County an electronic copy of all equipment configuration files and all usernames and associated passwords, as applicable, as follows:

- A. Project Record Drawings of as-built versions of submittal Shop Drawings provided in three hard copies and electronic PDF format.
- B. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- C. As-built versions of submittal product data.
- D. Names, addresses, e-mail addresses, and 24-hour telephone numbers of installer and service representatives for system and products.
- E. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set point and variables.

- F. Programming manuals with descriptions of the following: programming language and syntax; statements for algorithms and calculations used; point database creation and modification; program creation and modification; and of editor use.
- G. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- H. An electronic copy of all equipment configuration files, and all usernames and associated passwords (as applicable).
- I. Licenses, guarantees, and warranty documents.
- J. County training materials.

2.1.24. Shop Drawing for Projects

Contractor shall provide shop drawings as follows:

- A. General Requirements
 - a. Include cover drawing with project name, location, owner, architect, Contractor, and issue date with each shop drawing submission.
 - b. Include a drawing index sheet listing each drawing number and title, which matches information in each title block.
- B. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve if included in project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing the same point.

2.1.25. Final Project Acceptance

Upon (1) successful demonstration of the system, (2) completion of training, and (3) delivery of documentation, all in accordance with the provisions of these specifications, the Contractor shall certify that the BAS is ready for final project acceptance testing.

The final project acceptance testing period (“Testing Period”) is a period of thirty (30) calendar days following completion of all three prerequisites as identified in the previous paragraph. In addition, problems found within the first thirty days (30) of the initiation of a system based on seasonal use (such as a cooling system being initiated in the Spring) shall also be covered. During the Testing Period, the County shall notify the Contractor of deviations, defects, or deficiencies in the operation of the system, including equipment and software components. The Contractor shall correct all deviations, defects, and deficiencies identified during the Testing Period. Upon correction of all deviations, defects, and deficiencies identified during the Testing Period, the County shall give written final project acceptance.

2.1.26. Warranty

- A. New Project Warranty

After final project acceptance the Contractor shall warrant that the system, including all materials, software, and equipment, shall be free from defects, and free from any imperfections in design, materials, or construction which would create hazards. The

BAS shall operate in conformity with these specifications, and any manufacturers' documentation and warranties, for a period of one year from the date of final project acceptance ("Warranty Period").

B. Warranty Services

If any defect or malfunction occurs within the Warranty Period, Contractor shall remove the malfunctioning unit(s), determine the cause of the malfunction, and repair or replace, reinstall, and connect the replaced/repared unit(s) at Contractor's sole cost and expense. Service technicians must be available to be on site within 24 hours for non-emergency situations (within two hours on emergency situations) and the service technicians shall remain on site until the needed repairs are completed and the system is operating in accordance with specifications, the manufacturers' documentation, and warranties. Exceptions may be granted upon mutual agreement by the County and Contractor. If, during the Warranty Period, any equipment or the system requires warranty services more than three times, Contractor shall be required to replace the equipment or the system at the Contractor's cost. Should the repeated failures be the result of a design defect, Contractor shall correct the defect to the satisfaction of the Facility Representative at its sole cost. All documentation shall be updated to reflect any design and/or installation.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as provided in the **Attachment A** rate card.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice once a month as services are provided.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Tim Ley as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid,

when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nick Fahey, 121 7th Place East, Suite 2200, St. Paul, MN 55101

Contractor:

Chris Jilek, 9065 Zachary Lane N, Maple Grove, MN 55369

5.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by

the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability,

losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

This is a Ramsey County Master Contract available to all Ramsey County departments.

5.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.24.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all

trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County project. **The County has established a goal of 20% women and 32% minority for site workforce utilization for this Agreement.** The Contractor will make a good faith effort towards achieving these goals.

6.2. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program (“IICP”) in order to increase the participation of CERT SBE vendors (“SBE”) in the County's purchasing activities. The SBE utilization goal for the County is 18.5%.

6.3. Special Requirements

Contractor must conform to the Special Requirements as defined in **Attachment B** to this Agreement, which is incorporated hereto by reference.

6.4. Information Security

The County's Hosting and/or Cloud Services and Security Standards is provided in **Attachment C** to this Agreement and is incorporated hereto by reference.

The Contractor, and any of its subcontractors, must coordinate and seek approval of all telecommunications and IT network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

The Contractor's Remote Access Standard must be reviewed and approved by Ramsey County Information Services prior to any system implementation.

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, St. Paul, MN 55101 ("County") and Harris St Paul, 909 Montreal Circle, St. Paul, MN 55102, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from November 01, 2021 through October 31, 2026 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide the County the following for Building Automation Systems ("BAS"): supplies, equipment, material, and labor for installation, preventative maintenance, repairs; BAS software upgrades and BAS Software Service Agreements ("SSA"); BAS and component configuration, troubleshooting, maintenance, design services, and replacement; training and technical/programming support; BAS system enhancements; installation and maintenance of BAS components including controllers, control motors, relays, switches, sensors, user interfaces, and computers; and associated HVAC/R repair, maintenance, and equipment including all incidentals, on an as-needed and time and materials (T&M) basis (together, the "Services").

Services shall be provided in accordance with the following:

2.1.1. Code and Regulatory Requirements

Contractors are required to adhere to all current codes, standards, and safety rules that are in effect at the time of Service performed. These include (but are not limited to) building codes, safety codes, and Ramsey County's personnel/property protection codes. The Contractor is responsible for obtaining the County's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of its work, if applicable.

Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

2.1.2. Definitions

- A. Labor Cost per Hour: Labor cost (current union scale based upon Prevailing Wage) for all classifications identified. All hourly rates shall include wages, FICA, insurance, pension plan and sick/vacation pay in accordance with local union contracts. No additional fees will be paid for travel/set up time. The rates will be allowed to escalate based on the annual increases in prevailing wage after the initial

first year and as outlined in the respective Collecting Bargaining Agreement and/or Union Contracts. The Contractor must submit a written request for increase in hourly wage and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. Ramsey County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

- B. Material and Rental Mark-Up Price: Materials and rentals are to be billed to the County at verifiable cost to the Contractor plus a percentage mark-up of for overhead/profit. This mark-up will NOT be allowed to escalate during the life of the contract. Material mark-up will NOT be allowed on any applicable tax or freight charges.
- C. Subcontractor: Subcontractor labor and materials will be billed to the County at a verifiable, cost-plus subcontractor markup percentage for overhead and profit. The subcontractor markup percentage will NOT be allowed to escalate during the life of the Agreement.
- D. Hourly Rate for Project Management: This rate will be allowed to escalate by 2% or less on the anniversary date of the Agreement execution, and each succeeding year of the Agreement, with County approval. Contractor must submit a written request for increase in hourly rate and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

2.1.3. Work Authorizations

An authorized designated facility representative (“Facility Representative”) of the County will request Services prior to the commencement of work. Contractor will provide a proposal sheet detailing the pricing for all work and materials based upon the requested services. All work shall be accomplished and invoiced on a “time and materials” basis. For any project in which a “not-to-exceed” quote (“Quote”) has been provided, the time and material total shall not exceed the quoted price. Work shall not begin until the proposal sheet has been received and approved by the Facility Representative. Completed work must be approved, in writing, by an authorized Facility Representative and meet the requirements of all governing local, state, and national code regulations.

Unless specifically requested by the Facility Representative, Contractor shall furnish only one trade person per job. All one-person services shall be performed by appropriately factory certified service personnel who have the job classification as described by industry standards. Contractor shall provide advance notification and receive prior approval from the County when work requested requires more than one service personnel per job. All work shall be authorized in advance by a Facility Representative prior to start.

Unless an emergency, Services with estimated costs in excess of \$10,000 will require a purchase order prior to start. The Contractor shall notify the Facility Representative whenever any HVAC/R equipment is being taken down prior to the start of any work.

2.1.4. Replacement Parts, Tools, Equipment, and Supplies

All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the proposal.

Contractor is to provide, at no additional cost to the County, all necessary equipment/hand power tools and supplies typically used by the assigned trade person.

Exceptions: Where it is mutually agreed by the County and the Contractor that the tools or equipment required for completing the work is abnormal.

Contractor shall carry adequate inventory applicable to the Ramsey County sites and systems in its service vehicles.

Rent vs. Purchase: If projected rental of tools or equipment equals or exceeds 80% of the purchase price of the tool or equipment, the Contractor shall inform a Facility Representative. Upon such notification, the County may opt to purchase the article in lieu of rental and retain ownership upon project completion.

All equipment/tools shall be in good mechanical condition at all times. Any equipment deemed unsafe must be replaced immediately with safe equipment that can accomplish the same tasks at no additional cost to County. Mechanical or other equipment used for the Services must be of a type that is approved by the industry and must 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. Any injuries or damages shall be immediately reported to a Facility Representative.

The Contractor will provide the Facility Representative a copy of the Material Safety Sheet for any products used as applicable.

Necessary precautions shall be taken at all times to protect persons, property, and equipment from injury or damage. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed of in accordance with all applicable laws and regulations. The costs of disposal for contaminated or hazardous products shall be included in the Contractor's Service proposal and shall not result in extra expense to the County.

2.1.5. Brand Name or Equal

Products will be of the manufacturer(s) indicated or its equal, except where "No Substitute" is stated. "Brand name" means identification of products by manufacturer, make, and model name and/or number. If "brand name or equal" is indicated, the intent is: 1) to be descriptive, not restrictive; 2) to indicate the quality and characteristics desired; and 3) shall mean "brand name or equal". Unless authorized by a building manager, systems must be uniform throughout a BAS system.

If proposing an equal product, Contractor must indicate such on the Quote and submit information with the Quote clearly identifying the manufacturer and brand name of the product proposed.

If proposing to modify a product to make it conform to this section, Contractor must submit with the Quote a clear descriptive statement of the proposed modifications and any descriptive material clearly marked to show the proposed modifications. Product modifications proposed after the acceptance of the Quote by the County will not be considered.

Determination of equality will be made by the County at its sole discretion. It is the Contractor's responsibility to ensure that the County has sufficient information to make that determination. The Contractor must submit with its Quote all descriptive material specifically requested so that the County may determine exactly what the Contractor proposes to furnish and whether the product proposed meets the Specifications. The information furnished may include specific references to information previously furnished or to information otherwise available to the County.

Samples: If proposing a product other than that specified (i.e., an equal or modified product or a product that varies), the Contractor may be required to furnish descriptive literature and a sample of the product proposed. Failure to submit samples as required shall be cause for rejection of the Quote.

2.1.6. On-Call Support Services

Contractor must have on-call support service staffed 24-hours a day, 7-days a week, 365-days a year. This support service must have the ability to dispatch on-call technicians and connect them with the Facility Representative within 4 hours. The technicians must have the experience to provide preliminary diagnosis over the phone and, if needed, dispatch technician and equipment to the site within four (4) hours of the original call requesting the on-call support.

2.1.7. Performance, Licenses, and Permits

Contractor shall employ staff skilled and experienced for the specific task required, and work shall be of the highest quality and performed in a neat and expeditious manner. Contractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting its work in Minnesota. Permits required by local authorities shall be secured and paid for by Contractor. The County shall reimburse Contractor for the actual cost of permits only.

2.1.8. Employee Conduct

While providing Services, all employees of Contractor shall conduct themselves in a professional and courteous manner. Personnel conducting themselves in a manner deemed unacceptable by County shall be replaced immediately. Ramsey County reserves the right to reject any employee. For security reasons, Contractor's employees will have a uniform identifying the name of the Contractor and the employee.

2.1.9. Work Hours

During the term of this Agreement, Contractor shall maintain the capacity to provide its Services as follows:

- A. Regular Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Overtime Work Hours: 4:31 p.m. to 6:59 a.m. Monday through Friday; 4:31 p.m. on Friday through 11:59 p.m. on Saturday
- C. Sunday/Holiday Hours: 12:00 a.m. to 11:59 p.m. on Sundays and Federal holidays.

In the case of an emergency the Contractor shall respond to emergency calls within four hours, 24-hours a day and seven days a week.

All labor prices in Contractor's provided rate schedule, incorporated hereto as **Attachment A**, shall include, but not be limited to, travel times, truck charges, mileage, surcharges, labor, and other incidentals required to complete the Services.

2.1.10. Modifications/Repairs

- A. Contractor shall have the capability of utilizing their employed technicians to provide standard repairs, modifications, and/or service as requested by the Facility Representative. If during an inspection it is determined that there is a malfunction or repairs are needed, the Contractor shall prepare a Quote using the defined rates in Attachment A. Such repairs must be approved in advance by the Facility Representative. The decision to have the Contractor make the repair or to solicit additional bids for the repairs will be determined by the Facility Representative.

- B. Repair work will include a one-year warranty on the work performed, including labor and materials.
- C. The Contractor shall not proceed with any repair work without written authorization from the Facility Representative, nor without a schedule agreed upon by both Contractor and the Facility Representative.
- D. The Contractor shall NOT EXCEED THE AMOUNT WHICH IS ON THE PURCHASE ORDER OR ITS PROPOSAL without written approval from the Facility Representative.
- E. If the Contractor proceeds without written approval and purchase order, or exceeds the purchase order/proposal amount without written approval from the Facility Representative, the Contractor may not be paid for the applicable Service.
- F. The Contractor shall have an available inventory of common repair parts.
- G. All repairs performed shall comply with the original equipment manufacturer's ("OEM") recommendation and include OEM parts.
- H. System modifications must be approved by the OEM or signed off by the Facility Representative.
- I. No extension of time will be given for the completion of the Services except for delays authorized by the Facility Representative. Extension of time may be granted upon a written request from the Contractor to the Facility Representative. The County will designate the length of the extension if the claim for such extension is valid. Claims for extension of time will be considered valid only under the conditions this Agreement. If the Contractor is delayed by the County, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Service. This paragraph does not exclude the recovery by the County for damages caused by the Contractor under other provisions of the Agreement. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Facility Representative in writing of the causes of delay. Such an extension request will be approved or denied by the County. The County reserves the right to stop work in progress at any time or for any reason, including but not limited to asking the Contractor to start another more critical project for another Ramsey County Department.

2.1.11. Reporting Requirements

At the end of each site visit for inspection service, the Contractor must complete and forward a field report with the findings to the Facility Representative. This "maintenance inspection/checklist" must include the day the inspection service was performed. Prior to commencement of Service, Contractor's contact information and email address will be provided to the Facility Representatives.

2.1.12. Subcontracting

The Contractor shall not subcontract for Services, in whole or in part, without prior written authorization by the Facility Representative. The Contractor will only be allowed to subcontract portion of the Services with prior written authorization from the County. Only factory trained and authorized service technicians will be allowed for subcontracted repair work.

The provisions of this Agreement shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the County, no subcontract shall serve to terminate this Agreement, or in any way affect the responsibility of the Contractor for timely and satisfactory performance of the obligations as required by this Agreement.

2.1.13. Sign-In/Out and Job Ticket Procedures

Contractor's service personnel shall notify the Facility Representative of their arrival at the job site prior to starting their activities, and again upon their departure. All Contractor personnel are required to sign-in and sign-out of a facility each time service is rendered. The Contractor's failure to sign-in and sign-out of a facility may result in non-payment of submitted invoice.

In addition to the sign-in and sign-out requirement, Contractor must complete and sign a service activity report (job ticket) and leave it with the Facility Representative upon the completion of each workday. Contractor personnel will be escorted in the facility by the Facility Representative.

2.1.14. Salvageable Items

Items identified as salvage or save for County's re-use shall be cleaned, packed or crated, clearly labeled, and stored in a secure area approved by the Facility Representative so as to protect from damage during storage. Contractor must carefully remove existing materials and equipment identified as to remain the property of the County.

When not clearly identified by the plan, instructions, or located by discovery, Contractor must consult with the Facility Representative for any salvage the County may wish to retain.

The Contractor shall not sell, trade for profit, or gift to any third party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary onsite storage, and pick-up coordination, and shall make allowance for such added care within the overhead proportion of labor rates established in Attachment A. Storage or sale of County approved salvaged items or materials by the Contractor will not be permitted.

2.1.15. Non-Salvageable Items

Contractor shall remove unsalvageable materials in a manner that will avoid damage to materials or equipment which will remain. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become Contractor's property as waste or debris, and shall be removed from the project site. Contractor shall promptly and completely remove such items and dispose of them off-site, and in legal fashion.

2.1.16. Safety and 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 to and shall not grant access to any person requesting entry into the building or specific work area.

Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or concern, shall immediately be reported to onsite Property Management staff or building security, as directed.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions required in connection with its 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.

The Contractor shall verify that each employee providing services under this contract has received Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space training, as applicable, in accordance with the current federal and state regulations by providing the following:

- A. A training acknowledgment indicating that the Contractor's employees have attended training on Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space.
- B. A copy of the Contractor's safety program.
- C. A list of personal protective equipment and clothing that will be used by the Contractor's employees under the terms of this Agreement.

This information (items A, B, and C, as noted above) shall be submitted prior to the effective starting date of this Agreement 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.

The County assumes no responsibility or liability for the Contractor's compliance with applicable federal and state regulations and safe work practices. The Contractor is solely responsible for the sufficiency of its safety program and its compliance with applicable federal and state regulations.

2.1.17. Key/Card Access Control

Key/card access control shall be the responsibility of the Contractor. The Facility Representative may issue keys or access cards on an as-needed basis. If facility keys or access cards are taken off the property by any of the Contractor's personnel, they will be required to return them immediately. Any key or access card that is lost, stolen, or broken must be reported immediately to the Facility Representative. If Contractor, for any reason, does not return a key or 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. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

2.1.18. Cost of Project Management

County may require the Contractor to provide project management services for a specific project. Project management supervision of on-site trade personnel shall be pre-approved by the County and invoiced at the rates established in Attachment A.

2.1.19. Cost of Project Quotes

Quotes shall be prepared by competent, professionally qualified personnel so that they can be relied upon for reasonable accuracy by County. Quotes may be used for budgeting purposes. All Quote Services shall be invoiced on a "time and materials" basis and on a "not-to-exceed" basis. Costs for the preparation a Quote, as requested by County, will be considered an expense cost of the Contractor and will not be reimbursed by the County.

2.1.20. Invoicing

All invoices will be submitted using a time and materials basis.

All invoices submitted for payment shall include:

- A. Date(s) of service.
- B. Description of goods and/or services furnished for each service date.
- C. Authorization from County for extra work.
- D. County contract number RC-000418 and applicable project number.

- E. A copy of the “job ticket(s)” and/or “delivery tickets” signed by a Facility Representative upon completion and verification of hours on the job; copies of timecards or time summary sheets (if no job ticket or delivery ticket was received). Undocumented time will not be reimbursed. Time spent running for parts shall be included in the Contractor’s overhead and profit calculation.
- F. First and last name of each person providing chargeable service.
- G. Approved labor rate of each person providing chargeable service.
- H. Job classifications and hours invoiced for person providing chargeable service.
- I. Total labor cost for all service personnel providing chargeable service.
- J. Total costs of Contractor provided material(s), (include a numbered copy of all required material invoices). Material subtotal prior to applicable taxation and freight charges.
- K. Contractor shall separate material into two categories:
 - a. Materials purchased specific to project (back-up supplier invoices).
 - b. Materials purchased from company inventory (Parts catalog with pricing per unit and extended pricing required).
- L. Percentage of Contractor’s mark-up of materials as stated in Attachment A.
- M. Dollar cost of Contractor’s mark-up of materials.
- N. Total cost of materials (Contractor material cost, markup, and total Contractor cost-plus mark-up) prior to applicable taxation and freight charges.
- O. Total of subcontractor(s) costs (include a copy of all subcontractor invoices).
- P. Percentage of Contractor’s mark-up of subcontractor(s) as stated in Attachment A (applicable tax and freight charges cannot be marked up).
- Q. Total County cost of subcontractor(s) (Contractor’s cost, plus Contractor markup).
- R. Total of Contractor’s rental equipment costs (include a copy of all rental invoices).
- S. Percentage of Contractor’s mark-up of rented equipment as stated in Attachment A.
- T. Dollar cost of Contractor’s mark-up of rented equipment.
- U. Total County cost of rented equipment (Contractor’s rental equipment cost, plus Contractor’s mark-up).
- V. Required permits and fees.
- W. Contractor’s job number.

County will only pay for charges as outlined in the Agreement (minimum charges for regular and/or overtime do not apply).

County will not pay for any “miscellaneous charges.” These shall include but are not limited to: truck or vehicle charges, trip charges, mileage reimbursement, fuel surcharges, parking charges, consumable incidental materials, shop materials, and environmental charges.

All such charges shall be included in the Contractor’s overhead. Pre-authorized and reasonable freight/courier charges incurred by Contractor from a third-party carrier for materials ordered for the County shall be reimbursed on a “pass-through” basis, that is, shall not be subjected to Contractor’s mark-up. Charges for specialty tools must be pre-approved by Ramsey County’s Facility Representative.

Overtime and Sunday/Holiday Pay: This must be pre-authorized and pre-approved by the Facility Representative. The Contractor’s overtime and Sunday/holiday pay rate for each listed job classification is provided in Attachment A. This information shall be updated at each requested contract price adjustment.

Any applicable tax on parts and materials, equipment rental, and subcontractors must not be included in the cost-plus percentage on submitted invoices. Any applicable tax and freight charges must be submitted as a separate line item on the invoice and not marked up.

Invoices for service and work performed shall be submitted to Facilities Representatives responsible for each site for their approval and processing.

The County further reserves the right to request copies of any of the Contractor's invoices regardless of the line-item amount.

2.1.21. Functional Demonstrations

Contractor shall demonstrate to County personnel that all system functions on building systems under repair, or that have been modified, are operating in accordance with the specifications of the project and applicable operations and manufacturers' manuals and specifications. If any deviations, defects, or deficiencies are identified during the demonstration, Contractor will correct the deviations, defects, and deficiencies at no cost to County.

2.1.22. Training

The Contractor shall provide the following:

- Controls: Contractor representative with complete knowledge of project-specific system installed to train County's maintenance personnel to adjust, operate, and maintain system software, graphics, and system.
- Customer Training: Base extent of training on scope and complexity of system and training requirements indicated. Provide extent of training required to satisfy requirements listed in this document even if more than minimum training requirements are indicated.
 - o Provide each attendee with a color hard copy of all training materials and visual presentations.
 - o Hard copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for recipients to make handwritten notes within training manuals.
 - o In addition to hard copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard copy materials.

2.1.23. Documentation, Operation, and Maintenance Manuals

The Contractor shall provide drawings, system diagrams ('as-wired' or 'as-built') and other documentation for any installations, including a listing of all cables showing a description of the cable, the start and end of each cable, and the marking on each cable and a listing of all parts and materials. The Contractor shall also provide a copy of any instruction manuals for all equipment supplied, including original equipment manufacturer materials, a recommended spare parts inventory, parts acquisition resources listing, trouble-shooting information, and contact information. The Contractor shall also provide the County an electronic copy of all equipment configuration files and all usernames and associated passwords, as applicable, as follows:

- A. Project Record Drawings of as-built versions of submittal Shop Drawings provided in three hard copies and electronic PDF format.
- B. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- C. As-built versions of submittal product data.
- D. Names, addresses, e-mail addresses, and 24-hour telephone numbers of installer and service representatives for system and products.
- E. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set point and variables.

- F. Programming manuals with descriptions of the following: programming language and syntax; statements for algorithms and calculations used; point database creation and modification; program creation and modification; and of editor use.
- G. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- H. An electronic copy of all equipment configuration files, and all usernames and associated passwords (as applicable).
- I. Licenses, guarantees, and warranty documents.
- J. County training materials.

2.1.24. Shop Drawing for Projects

Contractor shall provide shop drawings as follows:

- A. General Requirements
 - a. Include cover drawing with project name, location, owner, architect, Contractor, and issue date with each shop drawing submission.
 - b. Include a drawing index sheet listing each drawing number and title, which matches information in each title block.
- B. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve if included in project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing the same point.

2.1.25. Final Project Acceptance

Upon (1) successful demonstration of the system, (2) completion of training, and (3) delivery of documentation, all in accordance with the provisions of these specifications, the Contractor shall certify that the BAS is ready for final project acceptance testing.

The final project acceptance testing period (“Testing Period”) is a period of thirty (30) calendar days following completion of all three prerequisites as identified in the previous paragraph. In addition, problems found within the first thirty days (30) of the initiation of a system based on seasonal use (such as a cooling system being initiated in the Spring) shall also be covered. During the Testing Period, the County shall notify the Contractor of deviations, defects, or deficiencies in the operation of the system, including equipment and software components. The Contractor shall correct all deviations, defects, and deficiencies identified during the Testing Period. Upon correction of all deviations, defects, and deficiencies identified during the Testing Period, the County shall give written final project acceptance.

2.1.26. Warranty

- A. New Project Warranty

After final project acceptance the Contractor shall warrant that the system, including all materials, software, and equipment, shall be free from defects, and free from any imperfections in design, materials, or construction which would create hazards. The

BAS shall operate in conformity with these specifications, and any manufacturers' documentation and warranties, for a period of one year from the date of final project acceptance ("Warranty Period").

B. Warranty Services

If any defect or malfunction occurs within the Warranty Period, Contractor shall remove the malfunctioning unit(s), determine the cause of the malfunction, and repair or replace, reinstall, and connect the replaced/repared unit(s) at Contractor's sole cost and expense. Service technicians must be available to be on site within 24 hours for non-emergency situations (within two hours on emergency situations) and the service technicians shall remain on site until the needed repairs are completed and the system is operating in accordance with specifications, the manufacturers' documentation, and warranties. Exceptions may be granted upon mutual agreement by the County and Contractor. If, during the Warranty Period, any equipment or the system requires warranty services more than three times, Contractor shall be required to replace the equipment or the system at the Contractor's cost. Should the repeated failures be the result of a design defect, Contractor shall correct the defect to the satisfaction of the Facility Representative at its sole cost. All documentation shall be updated to reflect any design and/or installation.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as provided in the **Attachment A** rate card.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice once a month as services are provided.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Michel Michno as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid,

when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nick Fahey, 121 7th Place East, Suite 2200, St. Paul, MN 55101

Contractor:

Matt Barber, 909 Montreal Circle, St. Paul, MN 55102

5.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by

the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability,

losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

This is a Ramsey County Master Contract available to all Ramsey County departments.

5.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.24.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all

trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County project. **The County has established a goal of 20% women and 32% minority for site workforce utilization for this Agreement.** The Contractor will make a good faith effort towards achieving these goals.

6.2. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program (“IICP”) in order to increase the participation of CERT SBE vendors (“SBE”) in the County's purchasing activities. The SBE utilization goal for the County is 18.5%.

6.3. Special Requirements

Contractor must conform to the Special Requirements as defined in **Attachment B** to this Agreement, which is incorporated hereto by reference.

6.4. Information Security

The County's Hosting and/or Cloud Services and Security Standards is provided in **Attachment C** to this Agreement and is incorporated hereto by reference.

The Contractor, and any of its subcontractors, must coordinate and seek approval of all telecommunications and IT network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

The Contractor's Remote Access Standard must be reviewed and approved by Ramsey County Information Services prior to any system implementation.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101 ("County") and Northern Air Corporation, 1001 Labore Industrial Court, Suite B, Vadnais Heights, MN 55110, doing business as (DBA) NAC Mechanical and Electrical Services, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from November 01, 2021 through October 31, 2026 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide the County the following for Alerton Building Automation Systems ("BAS"): supplies, equipment, material, and labor for installation, preventative maintenance, repairs; Alerton BAS software upgrades and BAS Software Service Agreements ("SSA"); BAS and component configuration, troubleshooting, maintenance, design services, and replacement; training and technical/programming support; BAS system enhancements; installation and maintenance of BAS components including controllers, control motors, relays, switches, sensors, user interfaces, and computers; and associated HVAC/R repair, maintenance, and equipment including all incidentals, on an as-needed and time and materials (T&M) basis (together, the "Services").

Services shall be provided in accordance with the following:

2.1.1. Code and Regulatory Requirements

Contractors are required to adhere to all current codes, standards, and safety rules that are in effect at the time of Service performed. These include (but are not limited to) building codes, safety codes, and Ramsey County's personnel/property protection codes. The Contractor is responsible for obtaining the County's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of its work, if applicable.

Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

2.1.2. Definitions

- A. Labor Cost per Hour: Labor cost (current union scale based upon Prevailing Wage) for all classifications identified. All hourly rates shall include wages, FICA, insurance, pension plan and sick/vacation pay in accordance with local union contracts. No additional fees will be paid for travel/set up time. The rates will be

allowed to escalate based on the annual increases in prevailing wage after the initial first year and as outlined in the respective Collecting Bargaining Agreement and/or Union Contracts. The Contractor must submit a written request for increase in hourly wage and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. Ramsey County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

- B. Material and Rental Mark-Up Price: Materials and rentals are to be billed to the County at verifiable cost to the Contractor plus a percentage mark-up of for overhead/profit. This mark-up will NOT be allowed to escalate during the life of the contract. Material mark-up will NOT be allowed on any applicable tax or freight charges.
- C. Subcontractor: Subcontractor labor and materials will be billed to the County at a verifiable, cost-plus subcontractor markup percentage for overhead and profit. The subcontractor markup percentage will NOT be allowed to escalate during the life of the Agreement.
- D. Hourly Rate for Project Management: This rate will be allowed to escalate by 2% or less on the anniversary date of the Agreement execution, and each succeeding year of the Agreement, with County approval. Contractor must submit a written request for increase in hourly rate and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

2.1.3. Work Authorizations

An authorized designated facility representative (“Facility Representative”) of the County will request Services prior to the commencement of work. Contractor will provide a proposal sheet detailing the pricing for all work and materials based upon the requested services. All work shall be accomplished and invoiced on a “time and materials” basis. For any project in which a “not-to-exceed” quote (“Quote”) has been provided, the time and material total shall not exceed the quoted price. Work shall not begin until the proposal sheet has been received and approved by the Facility Representative. Completed work must be approved, in writing, by an authorized Facility Representative and meet the requirements of all governing local, state, and national code regulations.

Unless specifically requested by the Facility Representative, Contractor shall furnish only one trade person per job. All one-person services shall be performed by appropriately factory certified service personnel who have the job classification as described by industry standards. Contractor shall provide advance notification and receive prior approval from the County when work requested requires more than one service personnel per job. All work shall be authorized in advance by a Facility Representative prior to start.

Unless an emergency, Services with estimated costs in excess of \$10,000 will require a purchase order prior to start. The Contractor shall notify the Facility Representative whenever any HVAC/R equipment is being taken down prior to the start of any work.

2.1.4. Replacement Parts, Tools, Equipment, and Supplies

All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the proposal.

Contractor is to provide, at no additional cost to the County, all necessary equipment/hand power tools and supplies typically used by the assigned trade person.

Exceptions: Where it is mutually agreed by the County and the Contractor that the tools or equipment required for completing the work is abnormal.

Contractor shall carry adequate inventory applicable to the Ramsey County sites and systems in its service vehicles.

Rent vs. Purchase: If projected rental of tools or equipment equals or exceeds 80% of the purchase price of the tool or equipment, the Contractor shall inform a Facility Representative. Upon such notification, the County may opt to purchase the article in lieu of rental and retain ownership upon project completion.

All equipment/tools shall be in good mechanical condition at all times. Any equipment deemed unsafe must be replaced immediately with safe equipment that can accomplish the same tasks at no additional cost to County. Mechanical or other equipment used for the Services must be of a type that is approved by the industry and must 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. Any injuries or damages shall be immediately reported to a Facility Representative.

The Contractor will provide the Facility Representative a copy of the Material Safety Sheet for any products used as applicable.

Necessary precautions shall be taken at all times to protect persons, property, and equipment from injury or damage. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed of in accordance with all applicable laws and regulations. The costs of disposal for contaminated or hazardous products shall be included in the Contractor's Service proposal and shall not result in extra expense to the County.

2.1.5. Brand Name or Equal

Products will be of the manufacturer(s) indicated or its equal, except where "No Substitute" is stated. "Brand name" means identification of products by manufacturer, make, and model name and/or number. If "brand name or equal" is indicated, the intent is: 1) to be descriptive, not restrictive; 2) to indicate the quality and characteristics desired; and 3) shall mean "brand name or equal". Unless authorized by a building manager, systems must be uniform throughout a BAS system.

If proposing an equal product, Contractor must indicate such on the Quote and submit information with the Quote clearly identifying the manufacturer and brand name of the product proposed.

If proposing to modify a product to make it conform to this section, Contractor must submit with the Quote a clear descriptive statement of the proposed modifications and any descriptive material clearly marked to show the proposed modifications. Product modifications proposed after the acceptance of the Quote by the County will not be considered.

Determination of equality will be made by the County at its sole discretion. It is the Contractor's responsibility to ensure that the County has sufficient information to make that determination. The Contractor must submit with its Quote all descriptive material specifically requested so that the County may determine exactly what the Contractor proposes to furnish and whether the product proposed meets the Specifications. The information furnished may include specific references to information previously furnished or to information otherwise available to the County.

Samples: If proposing a product other than that specified (i.e., an equal or modified product or a product that varies), the Contractor may be required to furnish descriptive literature and a sample of the product proposed. Failure to submit samples as required shall be cause for rejection of the Quote.

2.1.6. On-Call Support Services

Contractor must have on-call support service staffed 24-hours a day, 7-days a week, 365-days a year. This support service must have the ability to dispatch on-call technicians and connect them with the Facility Representative within 4 hours. The technicians must have the experience to provide preliminary diagnosis over the phone and, if needed, dispatch technician and equipment to the site within four (4) hours of the original call requesting the on-call support.

2.1.7. Performance, Licenses, and Permits

Contractor shall employ staff skilled and experienced for the specific task required, and work shall be of the highest quality and performed in a neat and expeditious manner. Contractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting its work in Minnesota. Permits required by local authorities shall be secured and paid for by Contractor. The County shall reimburse Contractor for the actual cost of permits only.

2.1.8. Employee Conduct

While providing Services, all employees of Contractor shall conduct themselves in a professional and courteous manner. Personnel conducting themselves in a manner deemed unacceptable by County shall be replaced immediately. Ramsey County reserves the right to reject any employee. For security reasons, Contractor's employees will have a uniform identifying the name of the Contractor and the employee.

2.1.9. Work Hours

During the term of this Agreement, Contractor shall maintain the capacity to provide its Services as follows:

- A. Regular Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Overtime Work Hours: 4:31 p.m. to 6:59 a.m. Monday through Friday; 4:31 p.m. on Friday through 11:59 p.m. on Saturday
- C. Sunday/Holiday Hours: 12:00 a.m. to 11:59 p.m. on Sundays and Federal holidays.

In the case of an emergency the Contractor shall respond to emergency calls within four hours, 24-hours a day and seven days a week.

All labor prices in Contractor's provided rate schedule, incorporated hereto as **Attachment A**, shall include, but not be limited to, travel times, truck charges, mileage, surcharges, labor, and other incidentals required to complete the Services.

2.1.10. Modifications/Repairs

- A. Contractor shall have the capability of utilizing their employed technicians to provide standard repairs, modifications, and/or service as requested by the Facility Representative. If during an inspection it is determined that there is a malfunction or repairs are needed, the Contractor shall prepare a Quote using the defined rates in Attachment A. Such repairs must be approved in advance by the Facility Representative. The decision to have the Contractor make the repair or to solicit additional bids for the repairs will be determined by the Facility Representative.

- B. Repair work will include a one-year warranty on the work performed, including labor and materials.
- C. The Contractor shall not proceed with any repair work without written authorization from the Facility Representative, nor without a schedule agreed upon by both Contractor and the Facility Representative.
- D. The Contractor shall NOT EXCEED THE AMOUNT WHICH IS ON THE PURCHASE ORDER OR ITS PROPOSAL without written approval from the Facility Representative.
- E. If the Contractor proceeds without written approval and purchase order, or exceeds the purchase order/proposal amount without written approval from the Facility Representative, the Contractor may not be paid for the applicable Service.
- F. The Contractor shall have an available inventory of common repair parts.
- G. All repairs performed shall comply with the original equipment manufacturer's ("OEM") recommendation and include OEM parts.
- H. System modifications must be approved by the OEM or signed off by the Facility Representative.
- I. No extension of time will be given for the completion of the Services except for delays authorized by the Facility Representative. Extension of time may be granted upon a written request from the Contractor to the Facility Representative. The County will designate the length of the extension if the claim for such extension is valid. Claims for extension of time will be considered valid only under the conditions this Agreement. If the Contractor is delayed by the County, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Service. This paragraph does not exclude the recovery by the County for damages caused by the Contractor under other provisions of the Agreement. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Facility Representative in writing of the causes of delay. Such an extension request will be approved or denied by the County. The County reserves the right to stop work in progress at any time or for any reason, including but not limited to asking the Contractor to start another more critical project for another Ramsey County Department.

2.1.11. Reporting Requirements

At the end of each site visit for inspection service, the Contractor must complete and forward a field report with the findings to the Facility Representative. This "maintenance inspection/checklist" must include the day the inspection service was performed. Prior to commencement of Service, Contractor's contact information and email address will be provided to the Facility Representatives.

2.1.12. Subcontracting

The Contractor shall not subcontract for Services, in whole or in part, without prior written authorization by the Facility Representative. The Contractor will only be allowed to subcontract portion of the Services with prior written authorization from the County. Only factory trained and authorized service technicians will be allowed for subcontracted repair work.

The provisions of this Agreement shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the County, no subcontract shall serve to terminate this Agreement, or in any way affect the responsibility of the Contractor for timely and satisfactory performance of the obligations as required by this Agreement.

2.1.13. Sign-In/Out and Job Ticket Procedures

Contractor's service personnel shall notify the Facility Representative of their arrival at the job site prior to starting their activities, and again upon their departure. All Contractor personnel are required to sign-in and sign-out of a facility each time service is rendered. The Contractor's failure to sign-in and sign-out of a facility may result in non-payment of submitted invoice.

In addition to the sign-in and sign-out requirement, Contractor must complete and sign a service activity report (job ticket) and leave it with the Facility Representative upon the completion of each workday. Contractor personnel will be escorted in the facility by the Facility Representative.

2.1.14. Salvageable Items

Items identified as salvage or save for County's re-use shall be cleaned, packed or crated, clearly labeled, and stored in a secure area approved by the Facility Representative so as to protect from damage during storage. Contractor must carefully remove existing materials and equipment identified as to remain the property of the County.

When not clearly identified by the plan, instructions, or located by discovery, Contractor must consult with the Facility Representative for any salvage the County may wish to retain.

The Contractor shall not sell, trade for profit, or gift to any third party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary onsite storage, and pick-up coordination, and shall make allowance for such added care within the overhead proportion of labor rates established in Attachment A. Storage or sale of County approved salvaged items or materials by the Contractor will not be permitted.

2.1.15. Non-Salvageable Items

Contractor shall remove unsalvageable materials in a manner that will avoid damage to materials or equipment which will remain. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become Contractor's property as waste or debris, and shall be removed from the project site. Contractor shall promptly and completely remove such items and dispose of them off-site, and in legal fashion.

2.1.16. Safety and 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 to and shall not grant access to any person requesting entry into the building or specific work area.

Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or concern, shall immediately be reported to onsite Property Management staff or building security, as directed.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions required in connection with its 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.

The Contractor shall verify that each employee providing services under this contract has received Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space training, as applicable, in accordance with the current federal and state regulations by providing the following:

- A. A training acknowledgment indicating that the Contractor's employees have attended training on Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space.
- B. A copy of the Contractor's safety program.
- C. A list of personal protective equipment and clothing that will be used by the Contractor's employees under the terms of this Agreement.

This information (items A, B, and C, as noted above) shall be submitted prior to the effective starting date of this Agreement 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.

The County assumes no responsibility or liability for the Contractor's compliance with applicable federal and state regulations and safe work practices. The Contractor is solely responsible for the sufficiency of its safety program and its compliance with applicable federal and state regulations.

2.1.17. Key/Card Access Control

Key/card access control shall be the responsibility of the Contractor. The Facility Representative may issue keys or access cards on an as-needed basis. If facility keys or access cards are taken off the property by any of the Contractor's personnel, they will be required to return them immediately. Any key or access card that is lost, stolen, or broken must be reported immediately to the Facility Representative. If Contractor, for any reason, does not return a key or 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. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

2.1.18. Cost of Project Management

County may require the Contractor to provide project management services for a specific project. Project management supervision of on-site trade personnel shall be pre-approved by the County and invoiced at the rates established in Attachment A.

2.1.19. Cost of Project Quotes

Quotes shall be prepared by competent, professionally qualified personnel so that they can be relied upon for reasonable accuracy by County. Quotes may be used for budgeting purposes. All Quote Services shall be invoiced on a "time and materials" basis and on a "not-to-exceed" basis. Costs for the preparation a Quote, as requested by County, will be considered an expense cost of the Contractor and will not be reimbursed by the County.

2.1.20. Invoicing

All invoices will be submitted using a time and materials basis.

All invoices submitted for payment shall include:

- A. Date(s) of service.
- B. Description of goods and/or services furnished for each service date.
- C. Authorization from County for extra work.
- D. County contract number RC-000419 and applicable project number.

- E. A copy of the “job ticket(s)” and/or “delivery tickets” signed by a Facility Representative upon completion and verification of hours on the job; copies of timecards or time summary sheets (if no job ticket or delivery ticket was received). Undocumented time will not be reimbursed. Time spent running for parts shall be included in the Contractor’s overhead and profit calculation.
- F. First and last name of each person providing chargeable service.
- G. Approved labor rate of each person providing chargeable service.
- H. Job classifications and hours invoiced for person providing chargeable service.
- I. Total labor cost for all service personnel providing chargeable service.
- J. Total costs of Contractor provided material(s), (include a numbered copy of all required material invoices). Material subtotal prior to applicable taxation and freight charges.
- K. Contractor shall separate material into two categories:
 - a. Materials purchased specific to project (back-up supplier invoices).
 - b. Materials purchased from company inventory (Parts catalog with pricing per unit and extended pricing required).
- L. Percentage of Contractor’s mark-up of materials as stated in Attachment A.
- M. Dollar cost of Contractor’s mark-up of materials.
- N. Total cost of materials (Contractor material cost, markup, and total Contractor cost-plus mark-up) prior to applicable taxation and freight charges.
- O. Total of subcontractor(s) costs (include a copy of all subcontractor invoices).
- P. Percentage of Contractor’s mark-up of subcontractor(s) as stated in Attachment A (applicable tax and freight charges cannot be marked up).
- Q. Total County cost of subcontractor(s) (Contractor’s cost, plus Contractor markup).
- R. Total of Contractor’s rental equipment costs (include a copy of all rental invoices).
- S. Percentage of Contractor’s mark-up of rented equipment as stated in Attachment A.
- T. Dollar cost of Contractor’s mark-up of rented equipment.
- U. Total County cost of rented equipment (Contractor’s rental equipment cost, plus Contractor’s mark-up).
- V. Required permits and fees.
- W. Contractor’s job number.

County will only pay for charges as outlined in the Agreement (minimum charges for regular and/or overtime do not apply).

County will not pay for any “miscellaneous charges.” These shall include but are not limited to: truck or vehicle charges, trip charges, mileage reimbursement, fuel surcharges, parking charges, consumable incidental materials, shop materials, and environmental charges.

All such charges shall be included in the Contractor’s overhead. Pre-authorized and reasonable freight/courier charges incurred by Contractor from a third-party carrier for materials ordered for the County shall be reimbursed on a “pass-through” basis, that is, shall not be subjected to Contractor’s mark-up. Charges for specialty tools must be pre-approved by Ramsey County’s Facility Representative.

Overtime and Sunday/Holiday Pay: This must be pre-authorized and pre-approved by the Facility Representative. The Contractor’s overtime and Sunday/holiday pay rate for each listed job classification is provided in Attachment A. This information shall be updated at each requested contract price adjustment.

Any applicable tax on parts and materials, equipment rental, and subcontractors must not be included in the cost-plus percentage on submitted invoices. Any applicable tax and freight charges must be submitted as a separate line item on the invoice and not marked up.

Invoices for service and work performed shall be submitted to Facilities Representatives responsible for each site for their approval and processing.

The County further reserves the right to request copies of any of the Contractor's invoices regardless of the line-item amount.

2.1.21. Functional Demonstrations

Contractor shall demonstrate to County personnel that all system functions on building systems under repair or that have been modified are operating in accordance with the specifications of the project and applicable operations and manufacturers' manuals and specifications. If any deviations, defects, or deficiencies are identified during the demonstration, Contractor will correct the deviations, defects, and deficiencies at no cost to County.

2.1.22. Training

The Contractor shall provide the following:

- Controls: Contractor representative with complete knowledge of project-specific system installed to train County's maintenance personnel to adjust, operate, and maintain system software, graphics, and system.
- Customer Training: Base extent of training on scope and complexity of system and training requirements indicated. Provide extent of training required to satisfy requirements listed in this document even if more than minimum training requirements are indicated.
 - o Provide each attendee with a color hard copy of all training materials and visual presentations.
 - o Hard copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for recipients to take handwritten notes within training manuals.
 - o In addition to hard copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard copy materials.

2.1.23. Documentation, Operation, and Maintenance Manuals

The Contractor shall provide drawings, system diagrams ('as-wired' or 'as-built') and other documentation for any installations, including a listing of all cables showing a description of the cable, the start and end of each cable, and the marking on each cable and a listing of all parts and materials. The Contractor shall also provide a copy of any instruction manuals for all equipment supplied, including original equipment manufacturer materials, a recommended spare parts inventory, parts acquisition resources listing, trouble-shooting information, and contact information. The Contractor shall also provide the County an electronic copy of all equipment configuration files and all usernames and associated passwords, as applicable, as follows:

- A. Project Record Drawings of as-built versions of submittal Shop Drawings provided in three hard copies and electronic PDF format.
- B. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- C. As-built versions of submittal product data.
- D. Names, addresses, e-mail addresses, and 24-hour telephone numbers of installer and service representatives for system and products.
- E. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set point and variables.

- F. Programming manuals with descriptions of the following: programming language and syntax; statements for algorithm and calculations used; point database creation and modification; program creation and modification; and of editor use.
- G. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- H. An electronic copy of all equipment configuration files, and all usernames and associated passwords (as applicable).
- I. Licenses, guarantees, and warranty documents.
- J. County training materials.

2.1.24. Shop Drawing for Projects

Contractor shall provide shop drawings as follows:

- A. General Requirements
 - a. Include cover drawing with project name, location, owner, architect, Contractor, and issue date with each shop drawing submission.
 - b. Include a drawing index sheet listing each drawing number and title, which matches information in each title block.
- B. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve if included in project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing the same point.

2.1.25. Final Project Acceptance

Upon (1) successful demonstration of the system, (2) completion of training, and (3) delivery of documentation, all in accordance with the provisions of these specifications, the Contractor shall certify that the Alerton BAS is ready for final project acceptance testing.

The final project acceptance testing period (“Testing Period”) is a period of thirty (30) calendar days following completion of all three prerequisites as identified in the previous paragraph. In addition, problems found within the first thirty days (30) of the initiation of a system based on seasonal use (such as a cooling system being initiated in the Spring) shall also be covered. During the Testing Period, the County shall notify the Contractor of deviations, defects, or deficiencies in the operation of the system, including equipment and software components. The Contractor shall correct all deviations, defects, and deficiencies identified during the Testing Period. Upon correction of all deviations, defects, and deficiencies identified during the Testing Period, the County shall give written final project acceptance.

2.1.26. Warranty

- A. New Project Warranty

After final project acceptance the Contractor shall warrant that the system, including all materials, software, and equipment, shall be free from defects, and free from any

imperfections in design, materials, or construction which would create hazards. The BAS shall operate in conformity with these specifications, and any manufacturers' documentation and warranties, for a period of one year from the date of final project acceptance ("Warranty Period").

B. Warranty Services

If any defect or malfunction occurs within the Warranty Period, Contractor shall remove the malfunctioning unit(s), determine the cause of the malfunction, and repair or replace, reinstall, and connect the replaced/repared unit(s) at Contractor's sole cost and expense. Service technicians must be available to be on site within 24 hours for non-emergency situations (within two hours on emergency situations) and the service technicians shall remain on site until the needed repairs are completed and the system is operating in accordance with specifications, the manufacturers' documentation, and warranties. Exceptions may be granted upon mutual agreement by the County and Contractor. If, during the Warranty Period, any equipment or the system requires warranty services more than three times, Contractor shall be required to replace the equipment or the system at the Contractor's cost. Should the repeated failures be the result of a design defect, Contractor shall correct the defect to the satisfaction of the Facility Representative at its sole cost. All documentation shall be updated to reflect any design and/or installation.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as provided in the **Attachment A** rate card.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice once a month as services are provided.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Lynn Bishop as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by

anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or

excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nick Fahey, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

Contractor:

Mike Zender, 1001 Labore Industrial Court, Suite B, Vadnais Heights, MN 55110

5.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

This is a Ramsey County Master Contract available to all Ramsey County departments.

5.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.24.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County project. **The County has established a goal of 20% women and 32% minority for site workforce utilization for this Agreement.** The Contractor will make a good faith effort towards achieving these goals.

6.2. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of CERT SBE vendors ("SBE") in the County's purchasing activities. The SBE utilization goal for the County is 18.5%.

6.3. Special Requirements

Contractor must conform to the Special Requirements as defined in **Attachment B** to this Agreement, which is incorporated hereto by reference.

6.4. Information Security

The County's Hosting and/or Cloud Services and Security Standards is provided in **Attachment C** to this Agreement and is incorporated hereto by reference.

The Contractor, and any of its subcontractors, must coordinate and seek approval of all telecommunications and IT network requirements with Ramsey County Information Services

prior to any purchase or installation/implementation of a technology solution as part of the project.

The Contractor's Remote Access Standard must be reviewed and approved by Ramsey County Information Services prior to any system implementation.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101 ("County") and Prairie Technologies Inc. of Minnesota, 14295 James Road, Suite 200, Rogers, MN 55374, doing business as (DBA) HumeraTech, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from November 01, 2021 through October 31, 2026 and may not be renewed.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide the County the following for Alerton Building Automation Systems ("BAS"): supplies, equipment, material, and labor for installation, preventative maintenance, repairs; Alerton BAS software upgrades and BAS Software Service Agreements ("SSA"); BAS and component configuration, troubleshooting, maintenance, design services, and replacement; training and technical/programming support; BAS system enhancements; installation and maintenance of BAS components including controllers, control motors, relays, switches, sensors, user interfaces, and computers; and associated HVAC/R repair, maintenance, and equipment including all incidentals, on an as-needed and time and materials (T&M) basis (together, the "Services").

Services shall be provided in accordance with the following:

2.1.1. Code and Regulatory Requirements

Contractors are required to adhere to all current codes, standards, and safety rules that are in effect at the time of Service performed. These include (but are not limited to) building codes, safety codes, and Ramsey County's personnel/property protection codes. The Contractor is responsible for obtaining the County's personnel/property protection requirements from the facility in which they are performing the work. Contractor will also implement a "hot-work" and/or "impairment" safety program during the performance of its work, if applicable.

Contractor and any subcontractors must coordinate and seek approval of all telecommunications and network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

2.1.2. Definitions

- A. Labor Cost per Hour: Labor cost (current union scale based upon Prevailing Wage) for all classifications identified. All hourly rates shall include wages, FICA, insurance, pension plan and sick/vacation pay in accordance with local union

contracts. No additional fees will be paid for travel/set up time. The rates will be allowed to escalate based on the annual increases in prevailing wage after the initial first year and as outlined in the respective Collecting Bargaining Agreement and/or Union Contracts. The Contractor must submit a written request for increase in hourly wage and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. Ramsey County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

- B. Material and Rental Mark-Up Price: Materials and rentals are to be billed to the County at verifiable cost to the Contractor plus a percentage mark-up of for overhead/profit. This mark-up will NOT be allowed to escalate during the life of the contract. Material mark-up will NOT be allowed on any applicable tax or freight charges.
- C. Subcontractor: Subcontractor labor and materials will be billed to the County at a verifiable, cost-plus subcontractor markup percentage for overhead and profit. The subcontractor markup percentage will NOT be allowed to escalate during the life of the Agreement.
- D. Hourly Rate for Project Management: This rate will be allowed to escalate by 2% or less on the anniversary date of the Agreement execution, and each succeeding year of the Agreement, with County approval. Contractor must submit a written request for increase in hourly rate and receive approval from Ramsey County Procurement forty-five (45) days prior to the actual date of the increase. County may require the contractor to provide additional backup documentations and justification before approval of the increase in wages.

2.1.3. Work Authorizations

An authorized designated facility representative (“Facility Representative”) of the County will request Services prior to the commencement of work. Contractor will provide a proposal sheet detailing the pricing for all work and materials based upon the requested services. All work shall be accomplished and invoiced on a “time and materials” basis. For any project in which a “not-to-exceed” quote (“Quote”) has been provided, the time and material total shall not exceed the quoted price. Work shall not begin until the proposal sheet has been received and approved by the Facility Representative. Completed work must be approved, in writing, by an authorized Facility Representative and meet the requirements of all governing local, state, and national code regulations.

Unless specifically requested by the Facility Representative, Contractor shall furnish only one trade person per job. All one-person services shall be performed by appropriately factory certified service personnel who have the job classification as described by industry standards. Contractor shall provide advance notification and receive prior approval from the County when work requested requires more than one service personnel per job. All work shall be authorized in advance by a Facility Representative prior to start.

Unless an emergency, Services with estimated costs in excess of \$10,000 will require a purchase order prior to start. The Contractor shall notify the Facility Representative whenever any HVAC/R equipment is being taken down prior to the start of any work.

2.1.4. Replacement Parts, Tools, Equipment, and Supplies

All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the proposal.

Contractor is to provide, at no additional cost to the County, all necessary equipment/hand power tools and supplies typically used by the assigned trade person. Exceptions: Where it is mutually agreed by the County and the Contractor that the tools or equipment required for completing the work is abnormal.

Contractor shall carry adequate inventory applicable to the Ramsey County sites and systems in its service vehicles.

Rent vs. Purchase: If projected rental of tools or equipment equals or exceeds 80% of the purchase price of the tool or equipment, the Contractor shall inform a Facility Representative. Upon such notification, the County may opt to purchase the article in lieu of rental and retain ownership upon project completion.

All equipment/tools shall be in good mechanical condition at all times. Any equipment deemed unsafe must be replaced immediately with safe equipment that can accomplish the same tasks at no additional cost to County. Mechanical or other equipment used for the Services must be of a type that is approved by the industry and must 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. Any injuries or damages shall be immediately reported to a Facility Representative.

The Contractor will provide the Facility Representative a copy of the Material Safety Sheet for any products used as applicable.

Necessary precautions shall be taken at all times to protect persons, property, and equipment from injury or damage. Products deemed contaminated or hazardous shall not remain on County property and shall be disposed of in accordance with all applicable laws and regulations. The costs of disposal for contaminated or hazardous products shall be included in the Contractor's Service proposal and shall not result in extra expense to the County.

2.1.5. Brand Name or Equal

Products will be of the manufacturer(s) indicated or its equal, except where "No Substitute" is stated. "Brand name" means identification of products by manufacturer, make, and model name and/or number. If "brand name or equal" is indicated, the intent is: 1) to be descriptive, not restrictive; 2) to indicate the quality and characteristics desired; and 3) shall mean "brand name or equal". Unless authorized by a building manager, systems must be uniform throughout a BAS system.

If proposing an equal product, Contractor must indicate such on the Quote and submit information with the Quote clearly identifying the manufacturer and brand name of the product proposed.

If proposing to modify a product to make it conform to this section, Contractor must submit with the Quote a clear descriptive statement of the proposed modifications and any descriptive material clearly marked to show the proposed modifications. Product modifications proposed after the acceptance of the Quote by the County will not be considered.

Determination of equality will be made by the County at its sole discretion. It is the Contractor's responsibility to ensure that the County has sufficient information to make that determination. The Contractor must submit with its Quote all descriptive material specifically requested so that the County may determine exactly what the Contractor proposes to furnish and whether the product proposed meets the Specifications. The

information furnished may include specific references to information previously furnished or to information otherwise available to the County.

Samples: If proposing a product other than that specified (i.e., an equal or modified product or a product that varies), the Contractor may be required to furnish descriptive literature and a sample of the product proposed. Failure to submit samples as required shall be cause for rejection of the Quote.

2.1.6. On-Call Support Services

Contractor must have on-call support service staffed 24-hours a day, 7-days a week, 365-days a year. This support service must have the ability to dispatch on-call technicians and connect them with the Facility Representative within 4 hours. The technicians must have the experience to provide preliminary diagnosis over the phone and, if needed, dispatch technician and equipment to the site within four (4) hours of the original call requesting the on-call support.

2.1.7. Performance, Licenses, and Permits

Contractor shall employ staff skilled and experienced for the specific task required, and work shall be of the highest quality and performed in a neat and expeditious manner. Contractor shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting its work in Minnesota. Permits required by local authorities shall be secured and paid for by Contractor. The County shall reimburse Contractor for the actual cost of permits only.

2.1.8. Employee Conduct

While providing Services, all employees of Contractor shall conduct themselves in a professional and courteous manner. Personnel conducting themselves in a manner deemed unacceptable by County shall be replaced immediately. Ramsey County reserves the right to reject any employee. For security reasons, Contractor's employees will have a uniform identifying the name of the Contractor and the employee.

2.1.9. Work Hours

During the term of this Agreement, Contractor shall maintain the capacity to provide its Services as follows:

- A. Regular Work Hours: 7:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Overtime Work Hours: 4:31 p.m. to 6:59 a.m. Monday through Friday; 4:31 p.m. on Friday through 11:59 p.m. on Saturday
- C. Sunday/Holiday Hours: 12:00 a.m. to 11:59 p.m. on Sundays and Federal holidays.

In the case of an emergency the Contractor shall respond to emergency calls within four hours, 24-hours a day and seven days a week.

All labor prices in Contractor's provided rate schedule, incorporated hereto as **Attachment A**, shall include, but not be limited to, travel times, truck charges, mileage, surcharges, labor, and other incidentals required to complete the Services.

2.1.10. Modifications/Repairs

- A. Contractor shall have the capability of utilizing their employed technicians to provide standard repairs, modifications, and/or service as requested by the Facility Representative. If during an inspection it is determined that there is a malfunction or repairs are needed, the Contractor shall prepare a Quote using the defined rates in

- Attachment A. Such repairs must be approved in advance by the Facility Representative. The decision to have the Contractor make the repair or to solicit additional bids for the repairs will be determined by the Facility Representative.
- B. Repair work will include a one-year warranty on the work performed, including labor and materials.
 - C. The Contractor shall not proceed with any repair work without written authorization from the Facility Representative, nor without a schedule agreed upon by both Contractor and the Facility Representative.
 - D. The Contractor shall NOT EXCEED THE AMOUNT WHICH IS ON THE PURCHASE ORDER OR ITS PROPOSAL without written approval from the Facility Representative.
 - E. If the Contractor proceeds without written approval and purchase order, or exceeds the purchase order/proposal amount without written approval from the Facility Representative, the Contractor may not be paid for the applicable Service.
 - F. The Contractor shall have an available inventory of common repair parts.
 - G. All repairs performed shall comply with the original equipment manufacturer's ("OEM") recommendation and include OEM parts.
 - H. System modifications must be approved by the OEM or signed off by the Facility Representative.
 - I. No extension of time will be given for the completion of the Services except for delays authorized by the Facility Representative. Extension of time may be granted upon a written request from the Contractor to the Facility Representative. The County will designate the length of the extension if the claim for such extension is valid. Claims for extension of time will be considered valid only under the conditions this Agreement. If the Contractor is delayed by the County, the Contractor's sole remedy for the delay shall be the right to a time extension for completion of the Service. This paragraph does not exclude the recovery by the County for damages caused by the Contractor under other provisions of the Agreement. In the event a valid cause for extension of time occurs, the Contractor shall, within ten days from the beginning of such delay, notify the Facility Representative in writing of the causes of delay. Such an extension request will be approved or denied by the County. The County reserves the right to stop work in progress at any time or for any reason, including but not limited to asking the Contractor to start another more critical project for another Ramsey County Department.

2.1.11. Reporting Requirements

At the end of each site visit for inspection service, the Contractor must complete and forward a field report with the findings to the Facility Representative. This "maintenance inspection/checklist" must include the day the inspection service was performed. Prior to commencement of Service, Contractor's contact information and email address will be provided to the Facility Representatives.

2.1.12. Subcontracting

The Contractor shall not subcontract for Services, in whole or in part, without prior written authorization by the Facility Representative. The Contractor will only be allowed to subcontract portion of the Services with prior written authorization from the County. Only factory trained and authorized service technicians will be allowed for subcontracted repair work.

The provisions of this Agreement shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the County, no subcontract shall serve to terminate this Agreement, or in any way affect the

responsibility of the Contractor for timely and satisfactory performance of the obligations as required by this Agreement.

2.1.13. Sign-In/Out and Job Ticket Procedures

Contractor's service personnel shall notify the Facility Representative of their arrival at the job site prior to starting their activities, and again upon their departure. All Contractor personnel are required to sign-in and sign-out of a facility each time service is rendered. The Contractor's failure to sign-in and sign-out of a facility may result in non-payment of submitted invoice.

In addition to the sign-in and sign-out requirement, Contractor must complete and sign a service activity report (job ticket) and leave it with the Facility Representative upon the completion of each workday. Contractor personnel will be escorted in the facility by the Facility Representative.

2.1.14. Salvageable Items

Items identified as salvage or save for County's re-use shall be cleaned, packed or crated, clearly labeled, and stored in a secure area approved by the Facility Representative so as to protect from damage during storage. Contractor must carefully remove existing materials and equipment identified as to remain the property of the County.

When not clearly identified by the plan, instructions, or located by discovery, Contractor must consult with the Facility Representative for any salvage the County may wish to retain.

The Contractor shall not sell, trade for profit, or gift to any third party any salvaged items or materials to be recycled. Contractor will allow for costs of selective separation, temporary onsite storage, and pick-up coordination, and shall make allowance for such added care within the overhead proportion of labor rates established in Attachment A. Storage or sale of County approved salvaged items or materials by the Contractor will not be permitted.

2.1.15. Non-Salvageable Items

Contractor shall remove unsalvageable materials in a manner that will avoid damage to materials or equipment which will remain. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the County's property, demolished materials shall become Contractor's property as waste or debris, and shall be removed from the project site. Contractor shall promptly and completely remove such items and dispose of them off-site, and in legal fashion.

2.1.16. Safety and 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 to and shall not grant access to any person requesting entry into the building or specific work area.

Any suspicious articles that may be found, or persons loitering or conducting themselves in a manner to arouse suspicion or concern, shall immediately be reported to onsite Property Management staff or building security, as directed.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions required in connection with its 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.

The Contractor shall verify that each employee providing services under this contract has received Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space training, as applicable, in accordance with the current federal and state regulations by providing the following:

- A. A training acknowledgment indicating that the Contractor's employees have attended training on Right-To-Know, Lock Out/Tag Out, Electrical Safe Work Practices, and Confined Space.
- B. A copy of the Contractor's safety program.
- C. A list of personal protective equipment and clothing that will be used by the Contractor's employees under the terms of this Agreement.

This information (items A, B, and C, as noted above) shall be submitted prior to the effective starting date of this Agreement 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.

The County assumes no responsibility or liability for the Contractor's compliance with applicable federal and state regulations and safe work practices. The Contractor is solely responsible for the sufficiency of its safety program and its compliance with applicable federal and state regulations.

2.1.17. Key/Card Access Control

Key/card access control shall be the responsibility of the Contractor. The Facility Representative may issue keys or access cards on an as-needed basis. If facility keys or access cards are taken off the property by any of the Contractor's personnel, they will be required to return them immediately. Any key or access card that is lost, stolen, or broken must be reported immediately to the Facility Representative. If Contractor, for any reason, does not return a key or 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. This may include, but is not limited to, rekeying of all effected locksets or reprogramming costs for the card access system.

2.1.18. Cost of Project Management

County may require the Contractor to provide project management services for a specific project. Project management supervision of on-site trade personnel shall be pre-approved by the County and invoiced at the rates established in Attachment A.

2.1.19. Cost of Project Quotes

Quotes shall be prepared by competent, professionally qualified personnel so that they can be relied upon for reasonable accuracy by County. Quotes may be used for budgeting purposes. All Quote Services shall be invoiced on a "time and materials" basis and on a "not-to-exceed" basis. Costs for the preparation a Quote, as requested by County, will be considered an expense cost of the Contractor and will not be reimbursed by the County.

2.1.20. Invoicing

All invoices will be submitted using a time and materials basis.

All invoices submitted for payment shall include:

- A. Date(s) of service.
- B. Description of goods and/or services furnished for each service date.
- C. Authorization from County for extra work.
- D. County contract number RC-000420 and applicable project number.
- E. A copy of the "job ticket(s)" and/or "delivery tickets" signed by a Facility Representative upon completion and verification of hours on the job; copies of timecards or time summary sheets (if no job ticket or delivery ticket was received). Undocumented time will not be reimbursed. Time spent running for parts shall be included in the Contractor's overhead and profit calculation.
- F. First and last name of each person providing chargeable service.
- G. Approved labor rate of each person providing chargeable service.
- H. Job classifications and hours invoiced for person providing chargeable service.
- I. Total labor cost for all service personnel providing chargeable service.
- J. Total costs of Contractor provided material(s), (include a numbered copy of all required material invoices). Material subtotal prior to applicable taxation and freight charges.
- K. Contractor shall separate material into two categories:
 - a. Materials purchased specific to project (back-up supplier invoices).
 - b. Materials purchased from company inventory (Parts catalog with pricing per unit and extended pricing required).
- L. Percentage of Contractor's mark-up of materials as stated in Attachment A.
- M. Dollar cost of Contractor's mark-up of materials.
- N. Total cost of materials (Contractor material cost, markup, and total Contractor cost-plus mark-up) prior to applicable taxation and freight charges.
- O. Total of subcontractor(s) costs (include a copy of all subcontractor invoices).
- P. Percentage of Contractor's mark-up of subcontractor(s) as stated in Attachment A (applicable tax and freight charges cannot be marked up).
- Q. Total County cost of subcontractor(s) (Contractor's cost, plus Contractor markup).
- R. Total of Contractor's rental equipment costs (include a copy of all rental invoices).
- S. Percentage of Contractor's mark-up of rented equipment as stated in Attachment A.
- T. Dollar cost of Contractor's mark-up of rented equipment.
- U. Total County cost of rented equipment (Contractor's rental equipment cost, plus Contractor's mark-up).
- V. Required permits and fees.
- W. Contractor's job number.

County will only pay for charges as outlined in the Agreement (minimum charges for regular and/or overtime do not apply).

County will not pay for any "miscellaneous charges." These shall include but are not limited to: truck or vehicle charges, trip charges, mileage reimbursement, fuel surcharges, parking charges, consumable incidental materials, shop materials, and environmental charges.

All such charges shall be included in the Contractor's overhead. Pre-authorized and reasonable freight/courier charges incurred by Contractor from a third-party carrier for materials ordered for the County shall be reimbursed on a "pass-through" basis, that is, shall not be subjected to Contractor's mark-up. Charges for specialty tools must be pre-approved by Ramsey County's Facility Representative.

Overtime and Sunday/Holiday Pay: This must be pre-authorized and pre-approved by the Facility Representative. The Contractor's overtime and Sunday/holiday pay rate for each listed job classification is provided in Attachment A. This information shall be updated at each requested contract price adjustment.

Any applicable tax on parts and materials, equipment rental, and subcontractors must not be included in the cost-plus percentage on submitted invoices. Any applicable tax and freight charges must be submitted as a separate line item on the invoice and not marked up.

Invoices for service and work performed shall be submitted to Facilities Representatives responsible for each site for their approval and processing.

The County further reserves the right to request copies of any of the Contractor's invoices regardless of the line-item amount.

2.1.21. Functional Demonstrations

Contractor shall demonstrate to County personnel that all system functions on building systems under repair or that have been modified are operating in accordance with the specifications of the project and applicable operations and manufacturers' manuals and specifications. If any deviations, defects, or deficiencies are identified during the demonstration, Contractor will correct the deviations, defects, and deficiencies at no cost to County.

2.1.22. Training

The Contractor shall provide the following:

- Controls: Contractor representative with complete knowledge of project-specific system installed to train County's maintenance personnel to adjust, operate, and maintain system software, graphics, and system.
- Customer Training: Base extent of training on scope and complexity of system and training requirements indicated. Provide extent of training required to satisfy requirements listed in this document even if more than minimum training requirements are indicated.
 - o Provide each attendee with a color hard copy of all training materials and visual presentations.
 - o Hard copy materials shall be organized in a three-ring binder with table of contents and individual divider tabs marked for each logical grouping of subject matter. Organize material to provide space for recipients to take handwritten notes within training manuals.
 - o In addition to hard copy materials included in training manual, provide each binder with a sleeve or pocket that includes a DVD or flash drive with PDF copy of all hard copy materials.

2.1.23. Documentation, Operation, and Maintenance Manuals

The Contractor shall provide drawings, system diagrams ('as-wired' or 'as-built') and other documentation for any installations, including a listing of all cables showing a description of the cable, the start and end of each cable, and the marking on each cable and a listing of all parts and materials. The Contractor shall also provide a copy of any instruction manuals for all equipment supplied, including original equipment manufacturer materials, a recommended spare parts inventory, parts acquisition resources listing, trouble-shooting information, and contact information. The Contractor shall also provide the County an electronic copy of all equipment configuration files and all usernames and associated passwords, as applicable, as follows:

- A. Project Record Drawings of as-built versions of submittal Shop Drawings provided in three hard copies and electronic PDF format.
- B. Testing and commissioning reports and checklists of completed final versions of reports, checklists, and trend logs.
- C. As-built versions of submittal product data.

- D. Names, addresses, e-mail addresses, and 24-hour telephone numbers of installer and service representatives for system and products.
- E. Operator's manual with procedures for operating control systems including logging on and off, handling alarms, producing point reports, trending data, overriding computer control, and changing set point and variables.
- F. Programming manuals with descriptions of the following: programming language and syntax; statements for algorithm and calculations used; point database creation and modification; program creation and modification; and of editor use.
- G. Backup copy of graphic files, programs, and database on electronic media such as DVDs.
- H. An electronic copy of all equipment configuration files, and all usernames and associated passwords (as applicable).
- I. Licenses, guarantees, and warranty documents.
- J. County training materials.

2.1.24. Shop Drawing for Projects

Contractor shall provide shop drawings as follows:

- A. General Requirements
 - a. Include cover drawing with project name, location, owner, architect, Contractor, and issue date with each shop drawing submission.
 - b. Include a drawing index sheet listing each drawing number and title, which matches information in each title block.
- B. Schematic drawings for each controlled HVAC system indicating the following:
 - a. I/O points labeled with point names shown. Indicate instrument range, normal operating set points, and alarm set points. Indicate fail position of each damper and valve if included in project.
 - b. I/O listed in table format showing point name, type of device, manufacturer, model number, and cross-reference to product data sheet number.
 - c. A graphic showing location of control I/O in proper relationship to HVAC system.
 - d. Wiring diagram with each I/O point having a unique identification and indicating labels for all wiring terminals.
 - e. Unique identification of each I/O that shall be consistently used between different drawings showing the same point.

2.1.25. Final Project Acceptance

Upon (1) successful demonstration of the system, (2) completion of training, and (3) delivery of documentation, all in accordance with the provisions of these specifications, the Contractor shall certify that the Alerton BAS is ready for final project acceptance testing.

The final project acceptance testing period ("Testing Period") is a period of thirty (30) calendar days following completion of all three prerequisites as identified in the previous paragraph. In addition, problems found within the first thirty days (30) of the initiation of a system based on seasonal use (such as a cooling system being initiated in the Spring) shall also be covered. During the Testing Period, the County shall notify the Contractor of deviations, defects, or deficiencies in the operation of the system, including equipment and software components. The Contractor shall correct all deviations, defects, and deficiencies identified during the Testing Period. Upon correction of all deviations, defects, and deficiencies identified during the Testing Period, the County shall give written final project acceptance.

2.1.26. Warranty

A. New Project Warranty

After final project acceptance the Contractor shall warrant that the system, including all materials, software, and equipment, shall be free from defects, and free from any imperfections in design, materials, or construction which would create hazards. The BAS shall operate in conformity with these specifications, and any manufacturers' documentation and warranties, for a period of one year from the date of final project acceptance ("Warranty Period").

B. Warranty Services

If any defect or malfunction occurs within the Warranty Period, Contractor shall remove the malfunctioning unit(s), determine the cause of the malfunction, and repair or replace, reinstall, and connect the replaced/repared unit(s) at Contractor's sole cost and expense. Service technicians must be available to be on site within 24 hours for non-emergency situations (within two hours on emergency situations) and the service technicians shall remain on site until the needed repairs are completed and the system is operating in accordance with specifications, the manufacturers' documentation, and warranties. Exceptions may be granted upon mutual agreement by the County and Contractor. If, during the Warranty Period, any equipment or the system requires warranty services more than three times, Contractor shall be required to replace the equipment or the system at the Contractor's cost. Should the repeated failures be the result of a design defect, Contractor shall correct the defect to the satisfaction of the Facility Representative at its sole cost. All documentation shall be updated to reflect any design and/or installation.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: as provided in the **Attachment A** rate card.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice once a month as services are provided.

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 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, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor designates Michael Day as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

5.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Contractor's Insurance

5.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by

anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

5.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

5.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

5.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or

excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

5.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

5.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

5.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Nick Fahey, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

Contractor:

Michael Day, 14295 James Road, Suite 200, Rogers, MN 55374

5.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.18. Termination

5.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.19. Interpretation of Agreement; Venue

5.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

5.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.21. Infringement

5.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.22. Ramsey County Master Contract

This is a Ramsey County Master Contract available to all Ramsey County departments.

5.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

5.24. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.24.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.24.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

5.24.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.24.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.24.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.25. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.26. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1. Diverse Workforce Initiative

The County has a goal of continuing to increase participation of qualified minorities and women in each County project. **The County has established a goal of 20% women and 32% minority for site workforce utilization for this Agreement.** The Contractor will make a good faith effort towards achieving these goals.

6.2. Utilization of Certified Vendors

The County has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of CERT SBE vendors ("SBE") in the County's purchasing activities. The SBE utilization goal for the County is 18.5%.

6.3. Special Requirements

Contractor must conform to the Special Requirements as defined in **Attachment B** to this Agreement, which is incorporated hereto by reference.

6.4. Information Security

The County's Hosting and/or Cloud Services and Security Standards is provided in **Attachment C** to this Agreement and is incorporated hereto by reference.

The Contractor, and any of its subcontractors, must coordinate and seek approval of all telecommunications and IT network requirements with Ramsey County Information Services prior to any purchase or installation/implementation of a technology solution as part of the project.

The Contractor's Remote Access Standard must be reviewed and approved by Ramsey County Information Services prior to any system implementation.

Item Number: 2021-600

Meeting Date: 10/26/2021

Sponsor: Finance

Title

Appointments to the Capital Improvement Program Citizens' Advisory Committee

Recommendation

Appoint the following individuals to the Capital Improvement Program Citizens' Advisory Committee for two-year terms ending August 30, 2023:

- Lawrence Sagstetter (District 1)
- Gary Bank (District 2)
- James Bradford III (District 5)
- Logan Beere (District 6)
- Gary Unger (District 7)

Background and Rationale

The Capital Improvement Program Citizens' Advisory Committee (CIPAC) provides community participation for the planning process as outlined for the County Capital Improvement Program, from a broad base of residents. CIPAC is comprised of 14 Ramsey County appointed members, with two residents of each commissioner district. Members serve two-year staggered terms.

There are currently seven vacancies on CIPAC in Districts 1, 2, 3, 4, 5, 6 and 7. Recruitment through the county's open appointment process resulted in five applications. On September 7, 2021, the applications were forwarded to the Ramsey County Board of Commissioners for review and recommendation. Recruitment will continue for the remaining vacancies in Districts 3 and 4.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

CIPAC membership has geographic diversity with two members representing each commissioner district. CIPAC works with the county to prioritize capital improvement projects through active participation in the Capital Improvement Program process. Finance is committed to continued efforts to recruit and diversify CIPAC memberships.

The racial equity impact is considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Finance is committed to continued efforts to recruit and diversify CIPAC memberships. Recruitment of CIPAC vacancies were shared through existing members, Ramsey County's social media platforms, staff and community distribution lists, as well as Ramsey County Commissioners.

Community participation is encouraged through the process of developing and adopting the Capital Improvement Program. The Capital Improvement Program is a multi-year planning tool to identify needed

capital projects and to coordinate financing of timing of acquiring or renovating necessary improvements in a way to maximize the return to the public. The improvements may include acquiring land, renovating/acquiring buildings, equipment and other commodities of significant value which have a useful life of several years.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Representatives on Ramsey County advisory boards and committees do not receive county compensation; they contribute their time and expertise to provide guidance and oversight to county policies and programs.

County Manager Comments

No additional comment.

Last Previous Action

On October 6, 2020, the Ramsey County Board appointed Logan Beere to CIPAC for a one-year term ending August 30, 2021 (B2020-194).

On October 1, 2019, the Ramsey County Board appointed Lawrence Sagstetter, Gary Bank and Gary Unger to CIPAC for two-year terms ending August 30, 2021 (Resolution B2019-227).

Attachments

1. CIPAC Membership Roster

Capital Improvement Program Citizens Advisory Council Member Roster

October 26, 2021

| Member | District | Current Term | Member Since |
|-------------------------------|-----------------|----------------------|---------------------|
| Lawrence Sagstetter (pending) | 1 | 10/26/2021-8/30/2023 | 2021 |
| Devon Pohlman | 1 | 8/30/2020-8/30/2022 | 2020 |
| Gary bank (pending) | 2 | 10/26/2021-8/30/2023 | 2017 |
| Barbara Garn | 2 | 8/30/2020-8/30/2022 | 2020 |
| <i>Vacant</i> | 3 | -8/30/2023 | |
| Shaun McClary | 3 | 8/30/2020-8/30/2022 | 2016 |
| <i>Vacant</i> | 4 | -8/30/2023 | |
| Quinn Doheny | 4 | 8/30/2020-8/30/2022 | 2020 |
| James Bradford III (pending) | 5 | 10/26/2021-8/30/2023 | 2021 |
| James Miller | 5 | 8/30/2020-8/30/2022 | 1998 |
| Logan Beere (pending) | 6 | 10/26/2021-8/30/2023 | 2020 |
| Susan M. Hauwiler | 6 | 8/30/2020-8/30/2022 | 2012 |
| Gary B. Unger (pending) | 7 | 10/26/2021-8/30/2023 | 1997 |
| Dennis J. Larson | 7 | 8/30/2020-8/30/2022 | 2000 |

Item Number: 2021-599

Meeting Date: 10/26/2021

Sponsor: Public Health

Title

Appointments to the Community Health Services Advisory Committee

Recommendation

Appoint the following individuals for at-large positions on the Community Health Services Advisory Committee: Brady Johnson and Hongyi Lan for terms ending June 26, 2022, and Erica Morris and Rajaram Swaminathan for terms ending June 26, 2023.

Background and Rationale

The Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) advises the Ramsey County Board of Commissioners and Saint Paul's Mayor and City Council on issues related to public health. The CHSAC meets with the Director of Saint Paul - Ramsey County Public Health, as well as other department staff. Members of the committee hear presentations and participate in discussions focused on current public health issues, which may include:

- Identifying priority public health issues based on data, community engagement, professional knowledge and lived experiences. These priority issues provide guidance related to programs and services, action teams and budgetary allocation.
- Serving on department committees such as the Ethics Committee, or panels to review grant applications, public health award recipients, etc.
- Connecting the department to communities, resources, data and insights related to a current or upcoming issue.
- Providing policy recommendations to elected officials on public health issues, such as youth tobacco use and breastfeeding friendly workplaces.

The CHSAC has a total of thirteen (13) seats-one for each district and six (6) at-large. Appointment terms are two years and staggered 50% each year.

There are four at-large vacancies on the CHSAC. Recruitment through the county's open appointment process resulted in four applications. On September 7, 2021, the applications were forwarded to the Ramsey County Board of Commissioners for review and recommendations.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

CHSAC members have a variety of lived experiences, knowledge and skills as we work to address racial and ethnic-based health disparities and inequities that continue to exist in Ramsey County. The CHSAC provides critical direction on the department's strategic plan and community health priorities both of which elevate and address racial and ethnic based health disparities and inequities that have been identified through the community health assessment. This committee will work in partnership with the county to ensure that racial and health equity remains a central focus creating a better future, where all are valued and thrive.

Community Participation Level and Impact

Members selected to the CHSAC provide a critical connection to the Saint Paul and Ramsey County community, bringing their diverse lived experience and knowledge to advise on health issues, priorities and policies.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Representatives on Ramsey County advisory boards and committees do not receive county compensation; they contribute their time and expertise to provide guidance and insights to county policies and programs.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Community Health Services Advisory Committee Membership Roster

Community Health Services Advisory Committee Member Roster
 October 26, 2021

| Member | District | Current Term | Member Since |
|-------------------------------|-----------------|----------------------|---------------------|
| Hannah Fairman | 1 | 6/25/2021-6/26/2023 | 2021 |
| Alyssa Fritz | 2 | 6/25/2021– 6/26/2022 | 2021 |
| Georgie Kinsman | 3 | 6/26/2021- 6/26/2022 | 2021 |
| Ayah Mohammed | 4 | 6/25/2021-6/26/2022 | 2021 |
| Manoj Doss | 5 | 6/25/2021-6/26/2023 | 2021 |
| Pa Vang | 6 | 6/25/2021- 6/26/2022 | 2021 |
| Jennifer Arnold | 7 | 6/25/2021– 6/26/2023 | 2021 |
| Steve Nelson | At-Large | 6/25/2021-6/26/2022 | 2021 |
| Carol Thunstrom | At-Large | 6/25/2020– 6/26/2023 | 2020 |
| Rajaram Swaminathan (pending) | At-Large | 6/26/2021-6/26/2023 | |
| Hongyi Lan (pending) | At-Large | 6/25/2021-6/26/2022 | |
| Erica Morris (pending) | At-Large | 6/25/2021-6/26/2023 | |
| Brady Johnson (Pending) | At-Large | 6/25/2021-6/26/2022 | |

Item Number: 2021-598

Meeting Date: 10/26/2021

Sponsor: Human Resources

Title

Appointments to the Personnel Review Board

Recommendation

Appoint Jill Alverson (incumbent) and Sara Beckstrand to the Personnel Review Board for a four-year term ending August 1, 2025.

Background and Rationale

The Personnel Review Board hears disciplinary appeals by veterans relating to discharge or suspension; reviews disciplinary appeals after an administrative law judge has heard them; hears non-disciplinary appeals; and may review the Human Resources Department services procedures and practices as directed by the Ramsey County Board. The Personnel Review Board consists of seven members who can serve a total of two four-year terms.

There are currently four vacancies on the Personnel Review Board. Recruitment through the county's open appointment process resulted in two applications, one from an incumbent. On September 7, 2021, the applications were forwarded to the Ramsey County Board of Commissioners for review and recommendation.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

Eligibility for appointment on the Personnel Review Board requires the appointee to be a resident of Ramsey County. The district in which an appointee resides is considered in an effort to have the makeup of the Personnel Review Board reflect the geographic diversity of Ramsey County. Human Resources is committed to continued efforts to recruit and diversify Personnel Review Board membership to reflect the county's demographic diversity.

Community Participation Level and Impact

Human Resources is committed to continued efforts to recruit and diversify Personnel Review Board memberships. Recruitment of vacancies were shared through existing members, Ramsey County's social media platforms, staff and community distribution lists, as well as Ramsey County Commissioners. Appointment of community members to the Personnel Review Board helps to reflect the expectations of our residents in the employment matters brought before the body; it creates opportunity to share information and increase the level of understanding about employment with Ramsey County through review, deliberation and discussion of various employment matters.

Inform

Consult

Involve

Collaborate

Empower

Fiscal Impact

Personnel Review Board members are paid \$50 per diem to offset out-of-pocket expenses, which

typically is under \$500 annually. Funds are available in the Personnel Review Board operating budget.

County Manager Comments

No additional comments.

Last Previous Action

On November 7, 2017, the Ramsey County Board appointed Jill Alverson to the Personnel Review Board for a four-year term ending August 1, 2021 (Resolution B20217-282).

Attachments

1. Personnel Review Board Membership Roster

Personnel Review Board Member Roster

October 26, 2021

| Member | District | Current Term | Member Since |
|---------------------------|-----------------|---------------------|---------------------|
| Sara Beckstrand (Pending) | 5 | 10/26/21-8/1/2025 | Pending |
| Jill Alverson (pending) | 4 | 10/26/21-8/1/2025 | 2017 |
| Alice Emma Corrie | 3 | 10/9/2018-8/1/2022 | 2018 |
| Susan Flores-Diaz | 3 | 10/9/2018-8/1/2022 | 2018 |
| Angela Nalezny | 7 | 7/23/2019-8/1/2022 | 2019 |
| Vacant | | | |
| Vacant | | | |

Board of Commissioners

Request for Board Action

Item Number: 2021-501

Meeting Date: 10/26/2021

Sponsor: Sheriff's Office

Title

Reimbursement of Personnel Costs for Civil Unrest Response

Recommendation

Authorize the County Manager to transfer \$868,530 from the 2021 General Contingent Account to the Sheriff's Office 2021 budget for reimbursement of unanticipated civil unrest personnel costs from January 1, 2021 through July 9, 2021.

Background and Rationale

Since the death of George Floyd on May 25, 2020 in Minneapolis, there have been peaceful demonstrations interspersed with civil unrest, including violence, rioting, arson, theft and property damage in Ramsey County and some of its cities including Saint Paul, Maplewood, North Saint Paul and Roseville. In addition, following the presidential election and the storming of the United States Capitol, there have been additional demonstrations and threats made against government institutions, buildings and officials. The Sheriff's Office continually receives information from state and federal agencies, including a surge of incidents related to racially-motivated violent extremists and the potential for targeted attacks.

As the state's second largest sheriff's office, the Sheriff's Office is a regional partner and provides comprehensive public safety response services during periods of civil unrest, potential civil unrest and demonstrations. As Ramsey County is home to the State Capitol, the Governor's Mansion and many government buildings, the county is a frequent location for protests and demonstrations. This creates a significant demand on the Sheriff's Office staffing and budget.

During periods of civil unrest or the potential for civil unrest, the Sheriff's Office:

- Ensures the safety of the community and staff.
- Preserves the ability to peacefully protest and exercise First Amendment rights.
- Protects public and private property.
- Maintains continuity of government and county operations.
- Supports citizens affected by civil unrest, including looting and damage to property.

Additionally, the Sheriff's Office provides security services at various county government and court locations: State Capitol, Law Enforcement Center, Adult Detention Center, Emergency Communication Center, 402 Mental Health Building, Metro Square Building, Plato Building (Elections), Governor's Mansion. The Sheriff's Office also supports other law enforcement agencies, including Saint Paul Police Department and Minnesota State Patrol.

The primary purpose of these security services is to protect life and property while ensuring First Amendment activities are protected. The Sheriff's Office works closely with the Minnesota Department of Public Safety, Minnesota State Patrol, Minnesota Department of Natural Resources - Enforcement Division, Saint Paul Police Department, Minneapolis Police Department, Minnesota National Guard and federal agencies when planning, preparing and responding to civil unrest or potential civil unrest situations across Ramsey County

and the region.

While the majority of protests and demonstrations have been peaceful, there is always the potential for outside actors to engage peaceful groups and incite violence and property damage. This requires public safety resources to be mobilized and ready to respond when or if the safety of Ramsey County is threatened.

With the presidential inauguration taking place in January 2021, there was a mobilization of public safety resources for potential civil unrest and demonstrations. In addition, there were mobilizations of public safety resources during the trial of Derek Chauvin and following the officer-involved shooting in Brooklyn Center. Services provided included security details at various county locations as well as security for government officials (e.g., judges and others) who have received threats.

From January 1, 2021 to July 9, 2021, the Sheriff’s Office incurred approximately \$1.48 million in personnel costs related to civil unrest. This total includes regular time, overtime, differentials, and benefits. Of that amount, \$868,530 is requested for reimbursement. The requested amount includes overtime costs and excludes costs incurred by the Contract Cities for civil unrest. The Sheriff’s Office and Finance discussed civil unrest costs several times, including reviewing detailed and supporting information.

The Sheriff’s Office and Finance also continue to monitor the State Legislature and related funding bills and hope funds are provided to Ramsey County through that effort. The State of Minnesota has not provided any funding assistance to Ramsey County for civil unrest costs. The State has provided reimbursement to the State Patrol and Department of Natural Resources - Enforcement Division in the amount of \$6.3 million

The Sheriff’s Office may continue to incur costs related to civil unrest throughout this year. Civil unrest costs were not included in the Sheriff’s Office 2021 budget. As a result, the Sheriff’s Office may return to the Ramsey County Board to ask for contingency funding to offset any additional civil unrest costs occurred for 2021.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

During recent civil unrest events, including the summer of 2020, homes and businesses owned by black, indigenous, and other communities of color have been deeply impacted and disproportionately affected by violence, rioting, arson, theft, and property damage. This includes the areas of Frogtown, University Avenue and Sun Ray.

Recognizing that black, indigenous and other communities of color have historically not been effectively served during emergencies, the expenses that have been and continue to be incurred by Sheriff’s Office directly affects the health, safety and well-being of individuals, families and communities. Peaceful protests and demonstrations help draw attention to existing inequalities based on race, ethnicity, class and culture.

During civil unrest, the Sheriff’s Office ensures the safety of the community and preserves the ability to peacefully protest and exercise First Amendment Rights. Ensuring the safety of individuals during peaceful protests and demonstrations is essential to community empowerment, healing, and transformation. The Sheriff’s Office continues to be committed to safeguarding these legally protected means of expression.

Community Participation Level and Impact

Ramsey County contracted with Project Restore Minnesota to conduct a resident survey to gather community input on the county’s response to civil unrest during the summer of 2020. Since the focus of the survey was not public safety, the Sheriff’s Office was not asked to participate in this engagement. Project Restore

Minnesota completed an online survey of nearly 300 residents and published their findings in September 2020. The survey did not ask residents about public safety services; however, residents still provided feedback. The report noted (1) “a sizeable group of the comments called for stronger local law enforcement to prevent future destruction;” (2) “others called for more spending for local police;” and (3) “comments reflected fear by residents that their local police departments would be ‘defunded.’” Additional feedback included the need for more training and criminal justice reform.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Finance has reviewed the recommended reimbursement amount of \$868,530. This amount includes only overtime personnel costs related to civil unrest in the Sheriff’s Office. Funding is available in the 2021 General Contingent Account and, if approved, would leave a remaining balance of \$1.13 million.

County Manager Comments

No additional comments.

Last Previous Action

On August 3, 2021, the Ramsey County Board held a workshop to discuss unanticipated civil unrest personnel costs.

On October 27, 2020, the Ramsey County Board authorized partial reimbursement for the Sheriff’s Office from the General Contingency Account to reimburse costs associated with civil unrest incurred between May 25, 2020 and June 30, 2020 (Resolution 2020-212).

Attachments

1. General Contingent Account Status Report

2021 STATUS OF GENERAL CONTINGENT ACCOUNT - Dept 400101 Acct 471101

as of Sept 1, 2021

2021 APPROPRIATION

Total Approved 2,000,000.00

| LESS: | Date | Resolution Number |
|---|------|-------------------|
| TRANSFERS APPROVED BY COUNTY BOARD TO DATE: | | |

| | |
|-------------------------------|--------------|
| Total Approved to date -----> | 0.00 |
| BALANCE AVAILABLE -----> | 2,000,000.00 |

| |
|--|
| LESS: |
| TRANSFERS PENDING COUNTY BOARD ACTION: |

Civil Unrest Reimbursement 868,530.00

| | |
|--|--------------|
| Total Pending County Board Action -----> | 868,530.00 |
| BALANCE UNENCUMBERED -----> | 1,131,470.00 |



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-610

Meeting Date: 10/26/2021

Sponsor: Human Resources

Title

Closed Meeting for Labor Negotiations Strategy

Recommendation

Hold a closed meeting under Minnesota Statutes Section 13D.03 to consider a strategy for labor negotiations - pursuant to Minnesota Statutes Section 13D.021, the meeting will take place via Zoom at 1:00 p.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2021-607

Meeting Date: 10/26/2021

Sponsor: Finance

Title

Proposed 2022 Capital Improvement Program Bond Ordinance - Waive First Reading

Recommendation

Waive the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance.

Background and Rationale

The proposed 2022 Capital Improvement Program (CIP) Bond Ordinance authorizes the issuance of General Obligation Capital Improvement Bonds to finance capital projects identified in the county’s proposed 2022 Capital Improvement Plan, or as the plan may be amended in the future by the Ramsey County Board.

The proposed ordinance sets the maximum amount of bond issuance at \$39,000,000, which is the amount identified for bond financing in the proposed 2022 Capital Improvement Plan. The total amount of bonds issued under this ordinance may be less and cannot be more than the maximum set in this ordinance. At a future date, the Ramsey County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the lowest bidder.

Project financing included in the proposed 2022 CIP Bond Ordinance:

| | |
|---|----------------------|
| 2022 Regular CIP Projects | \$ 6,000,000 |
| 2022 Major CIP Projects | \$33,000,000 |
| Proposed 2022 CIP Bond Ordinance amount | <u>\$ 39,000,000</u> |

Ramsey County issues bonds in accordance with Ordinance No. 93-292, adopted on July 29, 1993, which sets forth the procedure for issuing bonds via ordinance in compliance with the Ramsey County Home Rule Charter. The county’s ordinance procedures require every proposed ordinance receive two readings; first, at the time it is presented, and second, at the time of the public hearing. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction.

In accordance with these requirements, the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance may be waived because a copy of the proposed ordinance was supplied to each member of the Ramsey County Board on October 20, 2021, prior to its introduction October 26, 2021.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Charter to issue bonds. Ramsey County plans to issue

bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact is considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizens' Advisory Committee (CIPAC), an advisory committee composed of up to 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates and recommends capital improvement projects. The Ramsey County Board also holds a public hearing as part of the bond ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation is also incorporated by the county departments in the development of the programs and services associated with each capital project.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The proposed 2022 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in Ramsey County's proposed 2022 Capital Improvement Program Budget and Financing Plan.

County Manager Comments

No additional comments.

Last Previous Action

On December 1, 2020, the Ramsey County Board approved the 2021 Capital Improvement Program Bond Ordinance, which sets forth a procedure for issuance of the bonds (Resolution B2020 - 245).

Attachments

1. Proposed 2022 Capital Improvement Program Bond Ordinance
2. Schedule of Events - 2022 Capital Improvement Program Bond Sale

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OFFICIAL SUMMARY OF ORDINANCE
AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County’s proposed capital improvement budget for 2022 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$39,000,000; and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of improvements set forth in the 2022 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County,

47 to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022
48 capital improvement budget, as approved and amended. The amount authorized under this
49 Ordinance is in addition to amounts previously authorized under prior ordinances of the
50 County.

51
52 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
53 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
54 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

55
56 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
57 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
58 debt service account, and from any other moneys appropriated by the County Board. The taxes
59 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
60 taxes for the payment of the costs of other capital improvements or obligations issued to
61 finance the payment of such costs

62
63 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
64 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
65 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
66 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
67 set the terms and conditions thereof, to make covenants with respect thereto and to award the
68 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

69
70 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
71 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
72 filed within forty-five (45) days after its publication. Among other conditions to be met, a
73 sufficient petition must be signed by registered voters of the County equal in number to ten
74 percent (10%) of those who voted in the County for the office of President of the United States
75 in the last general election.

ESTIMATED SCHEDULE OF EVENTS
2022A CIP BOND SALE

Date

| | |
|-------------------------|--|
| October 26, 2021 | First Reading of Ordinance Set Date for Public Hearing (No sooner than 10 days after first reading) |
| November 16 | Second Reading of Ordinance Hold Public Hearing |
| November 23 | Action on Ordinance |
| November 30 | Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts |
| January 14, 2022 | Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication |
| January 18 | Resolution authorizing bond sale |
| January 25 | Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies |
| Jan. 31- Feb. 4 | Rating conferences conducted |
| February | Rating determination by Moody's and Standard & Poor's |
| February 14 | Take bids on bonds |
| February 15 | Board considers awarding the sale of bonds |
| March 16 | Bond Proceeds Received |

Bold dates are Board Actions

Board of Commissioners

Request for Board Action

Item Number: 2021-608

Meeting Date: 10/26/2021

Sponsor: Finance

Title

Proposed 2022 Capital Improvement Program Bond Ordinance - Set Public Hearing Date

Recommendation

Set the Public Hearing date of November 16, 2021 at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers, third floor of the Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, or in a virtual format as determined by the Chair of the Ramsey County Board on the proposed 2022 Capital Improvement Program Bond Ordinance.

Background and Rationale

Ramsey County proposes to issue general obligation bonds in accordance with Ordinance No. 93-292, adopted July 29, 1993, which sets forth a procedure for issuing bonds in compliance with the Ramsey County Home Rule Charter.

The ordinance procedures in the Ramsey County Home Rule Charter require that a date for a public hearing will be set at the time of the first reading and the date shall be no sooner than 10 days after the first reading. A notification of the public hearing, which includes the draft ordinance, will be publicized in advance of the public hearing.

This action sets the date of the Public Hearing as November 16, 2021 at 9:00 am, or as soon thereafter as possible, in the Council Chambers or via a virtual option on the proposed 2022 Capital Improvement Program Bond Ordinance. Persons who intend to testify or would like to submit questions are requested to contact the Chief Clerk at chiefclerk@ramseycounty.us <<mailto:chiefclerk@ramseycounty.us>> or (651) 266-8014 prior to Tuesday, November 16, 2021.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Charter to issue bonds. Ramsey County plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact is considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan, which is developed with public participation through the Capital Improvement Program Citizens' Advisory Committee (CIPAC), an advisory committee composed of up to 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. The Ramsey County Board also holds a public hearing as part of the bond ordinance process to afford the public an opportunity to

comment on each proposed project. Direct community participation is incorporated by the county departments in the development of the program and services associated with each capital project.

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Fiscal Impact

The proposed 2022 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the County's 2022 Capital Improvement Program Budget and Financing Plan, or as amended, and subject to Ramsey County Board project approval.

County Manager Comments

No additional comments.

Last Previous Action

On December 1, 2020, the Ramsey County Board approved the 2021 Capital Improvement Program Bond Ordinance, which sets forth a procedure for issuance of the bonds (Resolution B2020 - 245).

Attachments

1. Proposed 2022 Capital Improvement Program Bond Ordinance
2. Public Hearing Notice
3. Schedule of Events - 2022 Capital Improvement Program Bond Sale

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10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.
17
18

19
20 ORDINANCE NO. _____
21

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000
24
25

26 A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued
27 bonds to finance capital improvements identified in a capital improvement plan developed with
28 citizen participation; and
29

30 B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a
31 desirable source of authority for the issuance of such bonds; and
32

33 C. WHEREAS, the County’s proposed capital improvement budget for 2022
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$39,000,000; and
36

37 NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
38 RAMSEY DOES ORDAIN as follows:
39

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2022 capital improvement budget of the County, as approved and
45 amended, (2) the costs of any other improvements set forth in the County’s capital
46 improvement budgets of any year and any other capital expenditures authorized by the County,

47 to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022
48 capital improvement budget, as approved and amended. The amount authorized under this
49 Ordinance is in addition to amounts previously authorized under prior ordinances of the
50 County.

51
52 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
53 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
54 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

55
56 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
57 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
58 debt service account, and from any other moneys appropriated by the County Board. The taxes
59 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
60 taxes for the payment of the costs of other capital improvements or obligations issued to
61 finance the payment of such costs

62
63 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
64 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
65 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
66 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
67 set the terms and conditions thereof, to make covenants with respect thereto and to award the
68 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

69
70 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
71 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
72 filed within forty-five (45) days after its publication. Among other conditions to be met, a
73 sufficient petition must be signed by registered voters of the County equal in number to ten
74 percent (10%) of those who voted in the County for the office of President of the United States
75 in the last general election.

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, November 16, 2021, in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, Saint. Paul, Minnesota, 55102 or in a virtual format as determined by the Chair of the Board. This Public Hearing will be conducted to afford the public the opportunity to comment on the proposed 2022 Capital Improvement Program projects and Ordinance. The maximum proposed bond issuance under this ordinance is \$39,000,000. The projects are summarized below:

Project financing included in the 2022 Bond Ordinance:

| | |
|--|----------------------|
| 2022 CIP Regular Projects | \$ 6,000,000 |
| 2022 CIP Major Projects | <u>33,000,000</u> |
| Maximum 2022 Bond Financing on Ordinance | \$ <u>39,000,000</u> |

The entire proposed Ordinance can be accessed through www.ramseycounty/publichearings, or by calling the Chief Clerk – County Board at (651) 266-8014. Persons who intend to testify are requested to contact (651) 266-8014 or mee.cheng@co.ramsey.mn.us prior to Tuesday, November 16, 2021. There will be limited space in the Council Chambers for in-person testimony due to social distancing requirements. If in-person testimony is not feasible, please submit your public comment online at ramseycounty.us/chiefclerk and it will be provided to the County Board.

**OFFICIAL SUMMARY OF ORDINANCE
AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$39,000,000**

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$39,000,000 for capital improvement needs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$ 39,000,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County’s adopted capital improvement budget for 2022 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$ 39,000,000;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$39,000,000 plus the amount of any premium paid with respect thereto (the "Bonds") is hereby authorized to finance (1) the costs of improvements set forth in the 2022 capital improvement budget of the County, (2) the costs of any other improvements set forth in the County's capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2022 capital improvement budget due to changes occurring after the date hereof. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.
2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

Board of Commissioners

Request for Board Action

Item Number: 2021-621

Meeting Date: 10/26/2021

Sponsor: Information and Public Records

Title

Proposed Enterprise and Administrative Services Department Ordinance

Recommendation

Approve the Proposed Enterprise and Administrative Services Department Ordinance.

Background and Rationale

The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”).

- Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various service team and cross-county initiatives.
- Contract Services supports departments within across the Service Team in acquiring goods and services in compliance with laws and county policies and, via membership on the Contracting and Procurement Center of Excellence (COE), provides oversight on all technology-related and high-risk contracts across the county.
- Enterprise Services was initially formed in 2020 by the Incident Management Team (“IMT”) to support residents during the pandemic, has grown and will continue to grow in pursuit of its objective to dramatically transform how the county delivers services by engaging residents and employees to provide the best possible resident experiences.
- EPMO became part of the IPR Administration division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county.

The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices.

Development and evolution of the IPR Administration division, in particular over the past two years and including the addition of department-level duties such as resident-facing and enterprise-level support services, support the establishment of the Enterprise and Administrative Services Department.

The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department.

Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services as well as the EPMO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget.

County Goals (Check those advanced by Action) Well-being Prosperity Opportunity Accountability**Racial Equity Impact**

The work of the Enterprise and Administrative Service Department is centered on residents and transforming services, processes, and outcomes to advance racial and health equity, including addressing historical and long-standing race-based disproportional outcomes. This includes Enterprise Services connecting residents with services, the EPMO transforming and improving the way the county works, hiring teams that reflect the diversity of the community and the residents we serve, and partnering with vendors who reflect our community.

Community Participation Level and Impact

On October 19, 2021, a public hearing was held for the community to provide public comments on the proposed Enterprise and Administrative Services Department Ordinance.

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

Established budgets and FTEs from the existing IPR Administration division, Enterprise Services and the EPMO portion of the Information Services will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget.

County Manager Comments

No additional comment.

Last Previous Action

On October 19, 2021, the Ramsey County Board waived the Second Reading of the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-222) and held the public hearing on the proposed Enterprise and Administrative Services Department Ordinance.

On September 28, 2021, the Ramsey County Board waived the First Reading of the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-210) and set the public hearing for October 19, 2021 to take public comments on the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-211).

Attachments

1. Proposed Enterprise and Administrative Services Department Ordinance
2. Proposed Schedule of Events

PROPOSED ORDINANCE

An ordinance requiring the establishment of the Enterprise and Administrative Services Department

WHEREAS, The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”); and

WHEREAS, Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various Service Team and cross-County initiatives; and

WHEREAS, Contract Services supports departments within the Service Team in acquiring goods and services in compliance with laws and county policies and, via membership on the Contracting and Procurement Center of Excellence (COE), provides oversight on all technology-related and high-risk contracts across the County; and

WHEREAS, Enterprise Services was initially formed in 2020 by the Incident Management Team (“IMT”) to support residents during the pandemic, has grown and will continue to grow in pursuit of its objective to dramatically transform how the County delivers services by engaging residents and employees to provide the best possible resident experiences; and

WHEREAS, EPMO became part of the IPR Administrative division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county; and

WHEREAS, The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices; and

WHEREAS, Development and evolution of the IPR Administration division, in particular over the past two years and including the addition of department-level duties such as resident-facing and enterprise-level support services, support the establishment of the Enterprise and Administrative Services Department; and

WHEREAS, The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department; and

WHEREAS, Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services as well as the EPMO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter; Now, Therefore, Be It

ORDAINED, The Ramsey County Board of Commissioners approves the establishment of the Enterprise and Administrative Services Department.

PROPOSED SCHEDULE OF EVENTS
Establish Enterprise and Administrative Services Department

| | |
|--------------------|--|
| September 28, 2021 | First Reading of Ordinance Set Date for Public Hearing |
| October 6, 2021 | Publication of Ordinance |
| October 19, 2021 | Second Reading of Ordinance Hold Public Hearing |
| October 26, 2021 | Action on Adoption of Ordinance |
| December 9, 2021 | Effective date of Ordinance (45-day referendum periods ends) |