



Ramsey County

Emergency Purchase Informal Quote

Right Track+ Employment & Training Services

Procurement Specialist Name: Andrew Greenlee
Procurement Specialist Email: Andrew.greenlee@ramseycounty.us
Procurement Specialist Telephone: 651-266-8069
Procurement Specialist Fax: 651-266-8070

Note: during the week of June 7 – 11, please contact **Kyle Rahne – 651-266-8078 – kyle.rahne@ramseycounty.us**

Informal Quote Process and Instructions: Ramsey County's Workforce Solutions Department is requesting informal quotes for the services described in section 1. If you are interested in pursuing this opportunity, refer to these instructions.

1. Please review section 1 to learn about the service Ramsey County is requesting.
2. If you would like to submit a quote, please complete Attachment A and email it to the Procurement Specialist listed above.
3. If your response is complete, it will go through an eligibility check and (if necessary) an evaluation process.
4. If your organization is selected for a contract award, you will be asked to submit the documents listed in section 2.2.
5. If your organization is awarded a contract, it will contain the terms and conditions listed in Section 3. Some terms and conditions can be negotiated, but Ramsey County is not obligated to accept exceptions to these terms and conditions.

Deadlines:

- **Pre-Solicitation Conference: June 7, 2021 2:00 pm**
 - o <https://zoom.us/j/91427830244?pwd=OUVxZ0pKa2dUYlpURFR3aXAwekR0dz09>
 - o Meeting ID: 914 2783 0244
 - o Passcode: 265038
- **Questions due: June 9, 2021 by 12:00 p.m. CST** (email questions to the contact listed above)
- **Answers to questions posted: June 10, 2021.**
Answers to questions will be posted on ramseycounty.us/ARPAContracts
- **Responses due: June 16, 2021 by 4:30 p.m. CST**

1. Project Information

1.1. Scope of Services

Project Basics:

The Right Track+ Career Internship Employment Services program is seeking organizations that will provide career pathway training and case management services for young adult residents aged 18-24 years who have experienced negative economic impacts due to their previous industry or level of education. This can include inability to gain work, full-time hours or a career in a middle-high wage career pathway.

Per requirements of the American Rescue Plan Act (ARPA), the intended outcome of this program is to provide job training and professional development to unemployed or underemployed young adults experiencing the negative economic impacts of the pandemic for the purpose of assisting them in entering an in-demand career pathway. Young adults served in this program will be placed into subsidized internships in one of six career pathways for the purpose of training them to enter these industry sectors. These pathways include Public Pathways, Construction/Green Energy, Urban Agriculture, Creative Arts, Technology and Healthcare.

Right Track+ is a collaboration between Ramsey County ("County"), the City of Saint Paul, local employers and community organizations. Each partner has a different role in making the program a success. The program activities, tentative timeline and the responsible party is included below.

The County and City of Saint Paul will provide the lead and all supports related to identifying, developing and supporting payroll services for internships. Additionally, The County and City of Saint Paul will develop a number of different professional development opportunities that will be required for all participants. This includes a variety of online training modules (using virtual learning platform), virtual events and in person events.

	Activity	Timeline	Partner
Phase I Recruitment	Recruit employers to host interns	June 1 st - July 5th <u>July 16th</u>	Ramsey County Saint Paul
	Onboard and orient employers	July 6th-July 16th <u>July 19th-July 30th</u>	Ramsey County Saint Paul
	Recruit youth to receive internship training and case management	July 6 th - July 19th <u>July 23rd</u>	Community Partners
	Match participants to internship opportunities	July 19th-July 23rd <u>July 26th-August 4th</u>	Ramsey County Saint Paul Community Partners
	Assist youth in payroll paperwork and employer onboarding	July 26 th -July 30 th	Community Partners
	Plan and develop professional development opportunities for participants	June 1 st - July 30 th	Ramsey County Saint Paul
Phase II Case Management <u>Internship Supports</u>	Provide ongoing case management and coaching to participants during internship	July 26th <u>August 9th</u> – November 19 th	Community Partners

	Provide support services to ensure participants can meet internship goals	July 26th August 9 th - November 19 th	Community Partners
	Host/provide professional development and networking opportunities for participants	July 26th August 9 th - November 19 th	Ramsey County Saint Paul Employer Partners
	Track participant engagement in required professional development	July 26th August 9 th - November 19 th	Community Partners
Phase III Follow Up	Assist participants in identifying next career step	November 19 th - December 31 st	Community Partners
	Provide case management and supports to participants as they navigate to next step	November 19 th - December 31 st	Community Partners

All Right Track+ participating organizations MUST:

1. Assign one project manager to attend meetings two times per month as a part of the Right Track+ Community Team.
2. Outreach and recruit a cohort of young adults eligible to participate under the ARPA requirements to enter the Right Track+ program that organizations will continue to serve through the course of the program.
3. Enroll participants into organizations branch of the Right Track + program, including completing online application and enrollment documents.
4. Consult with and participate in internship matching process with Right Track+ staff.
5. Provide young adult participants with employment support case management and coaching, that includes at least weekly contact for the duration of the program. This will include providing regular support to the participants to complete and turn in any documents required by their employer and/or internship site.
6. Support participants with completing requirements for payroll for the internship.
 - Collect employment paperwork
 - Collect and store timesheets with site supervisor approval
 - Submit a spreadsheet with all participants recorded hours and approved time
 - Email spreadsheet to Right Track+ payroll staff
 - Provide ongoing troubleshooting with Right Track+ if payroll issues arise
7. Provide support services for participants who need supports to be able to complete their internship. This includes items such as uniforms, equipment, tools, transportation, etc.
8. Provide young adult participants a connection to an adult mentor in their community. This could include a staff member, a community volunteer, a neighbor, etc.
9. Require and track young adult participants to complete a number of professional development activities that will be provided by Ramsey County Workforce Solutions and City of Saint Paul Right Track.

RightTrack+ participating organization MAY:

- Provide additional supports to young adult participants that your organization believes will support the personal and professional development of young adult participants. Some examples of these program activities include:
 - Healing space/circles
 - Cultural identity exploration
 - Life skills training

Term:

The initial term of the resulting Agreement is estimated to be from July 1, 2021 to December 31, 2021. The full term shall not exceed 5 years, including any renewal options.

Employment Services after December 31, 2021.

After the conclusion of this program (December 31, 2021), the County reserves the right to continue contracted services and add employment services, including but not limited to the following: ongoing employment support, case management, and coaching; distribution of support services to support participants engaged in employment and training; mentorship and community connection; and ongoing participant professional development. Additional services will be added via a written, mutually agreed-upon amendment and must not begin prior to the execution of that amendment.

Costs

The total budget for the RightTrack+ Employment Services is \$2.1 million. The County intends to award multiple contracts for this program, and budgeted funds will be distributed among the selected organizations/contractors; the value of individual contracts will depend on number of participants planned to serve, proposed budgets and subsequent negotiations.

As included above, the County and City of Saint Paul will provide all logistical supports related to internships, including employer recruitment, internship site supervisor orientation, and payroll services. Please do not include any expenses related to these activities in the proposed budget.

The County will determine allocations based on proposed number of young adult participants served. A base price of \$2,000 per participant will be provided to organizations who are providing the six required program services. Organizations providing additional supports to participants may request additional funds to provide the proposed supports (up to an additional \$500 per participant).

Eligible Organizations

Organizations that have the knowledge and experience to provide quality employment and career services for The County youth and young adult residents who continue to be disproportionately impacted by COVID-19. Organizations must be able to provide all components of the required programming listed above. Organizations must be able to comply with all federal, state and local regulations related to the use of the American Rescue Plan Act (ARPA) funds.

Monitoring and Reporting Requirements:

The Contractor shall participate in ongoing monitoring activities and training provided by the County which may include, but is not limited to, check-in calls, desk reviews and on-site visits with County staff. Further, as applicable, Contractor shall be responsible for ongoing monitoring of its subcontractors if subcontractors are part of the approved work plan.

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.

The County reserve the rights to monitor files for each Contractor, require Contractor to provide results of internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, require improvement plans when appropriate.

The Contractor shall maintain financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the County. All financial transactions must have supporting documentation.

The Contractor shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

As applicable, Contractor shall ensure that the disposition of equipment purchased under this Agreement shall be in accordance with 2 CFR Part 200.313. For all equipment having a current per unit fair market value of \$5000 or more, the County shall have the right to require transfer of equipment (including title) to the Federal Government or to an eligible non-Federal party named by the County. Any equipment having a current per unit fair market value of \$5000 or more must be assessed by at minimum three quotes and pre-approved by the County prior to the contractor purchase.

Background Studies:

The Contractor shall ensure it has a Background Studies policy in place and shall perform background studies on all staff, volunteers, mentors, and sub-contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies policies and records of completion shall be made available to the County upon request.

1.2. Contractor Qualifications

Organizations must meet the following requirements in order to be eligible for a contract award for this project:

- **Service provision:** Organizations that have the knowledge and experience to provide quality employment and career services for the County youth and young adult residents that are most affected by COVID-19.
- **Use of American Recovery Plan Act dollars:** Organizations must follow all technical assistance and guidance provided by the County related to the eligible usage of these federal funds.
- **Target eligible young adult (ages 18-24):** Eligible young adult participants are the County residents who may be currently unemployed and have sought employment in the last 12 months, underemployed and would like to work full time, have had their employment impacted during the pandemic due to the industry, or have challenges in entering a middle-high wage career pathway due to limited education.
- **Targeted services:** Organizations must have the ability to provide services that meet the expectations set forth above in Section 1.1 Scope of Services.

1.3. Evaluation Criteria

Quotes that are deemed eligible according to the above criteria will be evaluated according the criteria below, if necessary:

Evaluation Criteria	Maximum Point Values
Recruitment Plan	35
Case Management Supports Plan	35
Mentorship Component	20
Contractor Qualifications	10
Total Possible Points	100

2. Response Requirements and Supporting Documents

2.1. Required Response Documents

To submit a quote, complete and return the following:

Attachment A – Emergency Purchase Informal Quote Form

Attachment B – Financial Review Form

Lobbying Certification Form (included below)

2.2. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

- Taxpayer Identification Number and Certification, I.R.S. Form W9
- Certificate of Insurance (COI)
- All Contractors, with the exception of sole proprietors, shall be properly registered with the State of Minnesota prior to contract award. A Contractor whose main office is not in the State of Minnesota must register with the State of Minnesota as a foreign vendor.

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

3.2. Payment

3.2.1.

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

3.2.2.

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

3.2.3.

Contractor may request an advance payment in accordance with Section 3.3 of this Agreement. The request may be submitted to the County upon full execution of the resulting Agreement. The Contractor shall remit excess funds to the County no later than February 28, 2022 in the event the entire invoice under this section is not fully expended by the Contractor or if the funds are not spent on allowable activities. In order for an advance payment to be approved, the parties must agree that the advance payment is necessary to ensure the continued delivery of young adult employment services consistent with section 1.1 Scope of Services.

3.3. Application for Payments

3.3.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

3.3.2.

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

3.3.3.

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.

3.3.4.

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.

3.3.5.

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

3.3.6.

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.

3.3.7.

Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

3.4. 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.

3.5. Successors, Subcontracting and Assignment

3.5.1.

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.

3.5.2.

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.

3.6. Compliance With Legal Requirements

3.6.1.

Contractor shall comply with all applicable federal, state and local laws, including but not limited to the American Rescue Plan, as may be amended from time to time, as well as the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of this Agreement.

3.6.2.

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.

3.7. Data Practices

3.7.1.

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.

3.7.2.

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.

3.8. Security

3.8.1.

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.

3.8.2.

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.

3.8.3.

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.

3.8.4.

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.

3.8.5.

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

3.9. 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.

3.10. Contractor's Insurance

3.10.1.

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.

3.10.2.

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.

3.10.3.

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.

3.10.3.1.

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.

3.10.3.2.

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.

3.10.3.3.

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.

3.10.3.4.

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.

3.10.4.

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

3.10.5.

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.

3.10.6.

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.

3.10.7.

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.

3.10.8.

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.

3.10.9.

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-.

3.10.10.

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.

3.10.11.

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.

3.10.12.

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

3.10.13.

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.

3.11. 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.

3.12. 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: TBD

Contractor: TBD

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. 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.

3.18. 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.

3.19. Termination

3.19.1.

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.

3.19.2.

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.

3.19.3.

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.

3.20. Interpretation of Agreement; Venue

3.20.1.

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.

3.20.2.

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.

3.21. 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.

3.22. Infringement

3.22.1.

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.

3.22.2.

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 injunction 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.

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

3.23.1.

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.

3.23.2.

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.

3.23.3.

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.

3.23.4.

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.

3.24. 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.

3.25. 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.

3.26. 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.

3.27. 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.

4. Special Contract Terms and Conditions

4.1.

Some or all of the payments under this Agreement may be made from federal funds obtained by the County through the American Rescue Plan Act of 2021 ("American Rescue Plan", "ARPA"). Therefore, Contractor agrees to comply with the American Rescue Plan Act, as amended, as well as the rules of any regulatory body under the American Rescue Plan Act.



**Contractor Certification Regarding Lobbying for Contracts, Grants, Loans,
and Cooperative Agreements**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name	Program
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Signature of Certifying Official	Print Name	Title	Date
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Informal Quote Title: Right Track+ Employment & Training Services