



Ramsey County

Emergency Purchase Informal Quote

Emergency Foodservice Groceries & Basic Needs and/or Delivery in Response to COVID-19: Food Programs

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Informal Quote Process and Instructions: Ramsey County's Health and Wellness Administrative 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 submit a response containing the components listed in section 2.1. Please submit your response to the email address 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.

Responses Due:

Note: Responses will be accepted on a rolling basis until funds are expended.

1. Project Information

1.1. Scope of Services

Project Basics

Ramsey County is accepting innovative proposals from qualified Organizations/Contractors (“Contractors”) to provide emergency funding for both traditional and non-traditional food programs, food shelves, or food banks in response to the Coronavirus Disease 2019 (COVID-19) pandemic. The purpose of the funding is to supplement new or existing programs intended for the increased need of food programs due to COVID-19. Contractor may provide direct or subcontract for delivery services or other components for this proposal.

The service is comprised of coordination of one or both parts: food program for groceries and basic needs supplies and/or delivery service. Contractor may have to collaborate with Ramsey County approved home-delivered meals Providers.

The distribution of groceries and basic needs supplies can occur on-site and/or by delivery to individuals and families (“Recipients”) affected by COVID-19. Groceries and basic needs supplies may be perishable or non-perishable. Ramsey County is interested in partnerships which can build capacity regarding coordinating, collecting, purchasing, and storing groceries and basic needs supplies, and preparing these items for distribution. This funding can be used to purchase: infrastructure (e.g., shelving, refrigeration, improving accessibility); supplies (e.g., boxes and bags used to distribute groceries and basic needs supplies to Recipients); signage and other multi-lingual materials which promote the availability of groceries and basic needs supplies; fresh produce, culturally responsive foods, and other food items that support healthy nutrition; basic needs supplies (e.g., household cleaning products, hygiene products, baby diapers); other items which facilitate the expansion of on-site distribution capacity and delivery options for homebound individuals and families while adhering to Centers for Disease Control and Prevention (CDC) and Public Health (PH) guidelines for COVID-19.

Eligible Organizations/Contractors

Contractors interested in increasing food security can be any of the following: informal entity/group, food shelves/banks/pantries, delivery services, and/or other organizations that serve those who have food insecurity or no access to other non-traditional food programs. Contractors will have or will be able to have all required licensures and certifications required under state, federal, or local law by the contract start date.

Background

Geographically, Ramsey County is the smallest county in Minnesota, but with a population that is estimated at 550,000, it is the second most populated county in the State. Ramsey County is largely urban, with half of the County's population residing in the City of Saint Paul. According to the latest census data, approximately 67.4% of the population is White, 12.6% is African American, 15.3% is Asian, 3.6% is comprised of more than one race, and 7.6% is Hispanic or Latino. Ramsey County is focused on advancing health and racial equity in all decision-making, consequently this Request for Quotes (“RFQ”) is focused on communities that are affected by COVID-19, traditionally underserved, primarily communities of color, ethnic and racial minorities, undocumented, and/or the American Indian community and individuals with disabling conditions.

Food and basic needs insecurities existed before COVID-19, but gaps in the system, programs, and funding have been exacerbated due to the pandemic. It is Ramsey County’s intention to ensure Recipients maintain their ability to access healthy food in a safe way consistent with CDC guidelines. Ramsey County is implementing various strategies to address food insecurity. Populations and geographic areas at great risk for inadequate food and basic needs have been identified on a vulnerability map (created using data from the American Community Survey). The vulnerability and food maps can be accessed respectively at: <https://bit.ly/3fAqWBK> and <https://bit.ly/2zFORlx>.

According to Ramsey County, the number of cumulative COVID-19 test-confirmed has been on an increasing trend; as of September 20, 2020 there has been 10,649 confirmed cases. Furthermore, COVID-19 cumulative deaths cases have increased; as of September 20, 2020 there were 332 deaths. Ramsey County COVID-19 data can be accessed at <https://bit.ly/2VpFegM>. According to Minnesota Department of Employment and Economic Development (DEED), from March 15, 2020 to September 20, 2020 there have been 97,762 applications for unemployment insurance from Ramsey County residents. DEED's data can be accessed at: <https://bit.ly/2Bor2Oa>. The current unemployment rate is 9% (not seasonally adjusted). Ramsey County unemployment rate can be accessed at: <https://bit.ly/2VsvgLN>.

Term

This is a partnership and funding opportunity with Ramsey County for the period upon contract execution through December 30, 2020. Multiple awards will be made in various amounts. Responses are to be submitted for review to the contact person listed on the first page. Other response will be accepted on a rolling basis until funds are expended.

Service Details

Services are to ensure that individuals and families affected by COVID-19 have access to nutritious and culturally responsive groceries and basic needs supplies that can be picked-up by Recipients at designated locations (e.g., emergency food program/shelf/bank) or delivered to Recipients' homes, while adhering to CDC and PH guidelines for COVID-19. Recipients and vendors cannot replace other county, state, federal, philanthropic or community funding/programs. The Contractor is expected to provide outreach and engagement in order to identify eligible Recipients.

Eligibility Determination

Ramsey County may refer Recipients to the Contractor. The Contractor will use its own process to evaluate potential Recipient's eligibility. The Contractors shall evaluate Recipients' eligibility at the start of services and on a monthly basis thereafter.

Recipients must meet all of the requirements (#1-2) for services:

1. Live in Ramsey County;
2. Facing food insecurity as a result of COVID-19

Current food programs and/or food shelves are encouraged to serve anyone in need of groceries and/or basic needs supplies.

Contracted partners are required to develop and implement strategies to address racial equity for individuals receiving contracted services. The strategies shall include steps that Contractor shall take to address the specific needs of individuals, particularly individuals who are from underrepresented communities of color or American Indians. This could include direct services, communications, engagement or outreach to those who are being disproportionately affected by COVID-19.

Service Parts

HOME DELIVERED GROCERIES AND BASIC NEEDS SUPPLIES

Ramsey County is committed to selecting Contractors who can provide a food program which coordinates groceries and basic needs supplies collection/purchase, prepacking, and distribution on-site and/or by delivery to a recipient's home. Groceries are to include fresh produce when possible, be culturally responsive, and best meet Recipients' traditional food options. Contractors will bag/box items appropriately. Contractors will identify Recipients who qualify for delivery service. Subcontracting for pick-up/delivery services will be allowed; subcontractors must have appropriate license(s) to perform services, and follow food and delivery safety rules, including COVID-19 safety and handling guidelines.

Service Setting

Contractors will determine the frequency of home-delivered groceries and/or basic needs supplies for Recipients. Contractors can expand existing infrastructure to hold, store, or refrigerate fresh foods, as well as expand contact-free delivery or drive-up options. Delivery of groceries is encouraged, as well as expanding fresh produce and culturally responsive food options, and/or other outreach opportunities to reach underserved communities with a racial equity lens. Contractors are encouraged to utilize the Language Line, offered by Ramsey County free of charge through December 30, 2020, for translation services, and to make materials available in a variety of languages to best serve our communities.

DELIVERED SERVICE

Selected Contractor will pick-up and deliver packaged groceries and basic needs supplies to recipient's home. Contractors must have appropriate license(s) to perform services, and follow food and delivery safety rules, including COVID-19 safety and handling guidelines.

Community Outreach and Engagement

Outreach and engagement are critical efforts in the service delivery process. Contractors will utilize an adaptive marketing approach for engaging Recipients' participation in emergency foodservices for on-site and home-delivered groceries and basic need supplies. Contractors will have first-person interactions and be better apt to provide community feedback to improve Ramsey County services.

The Contractor shall be expected to refer, encourage, and assist residents with accessing other public benefits or services provided by Ramsey County or other community resources. The Contractor shall develop marketing materials, communications and forms according to Ramsey County guidelines, as well as CARES funding guidelines, all materials will be reviewed with Ramsey County.

Monitoring and Reporting Requirements:

Funding is from Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and other sources which may require Ramsey County to request data and ensure adequate monitoring of Contractor programs. Ramsey County reserves the right to request the Contractor collect outcomes measures.

Contractor is subject to internal controls, subrecipient monitoring, and single audit requirements under federal law and regulations consistent with the applicable, federal, Uniform Administrative Requirements 2 CFR 200.303 (internal controls), 2 CFR 200.330-332 (subrecipient monitoring), and, Subpart f (audit requirements).

The Contractor shall participate in ongoing monitoring activities and training provided by Ramsey County which may include, but is not limited to, check-in calls, desk reviews, and on-site visits with Ramsey 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 shall 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.

Ramsey County reserves the right to monitor records, such as groceries and basic needs supplies purchase/distribution logs, delivery logs, etc., for each Contractor, require Contractor to provide results for internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, and require improvement plans when appropriate.

Ramsey County shall require evaluation and reporting criteria (such as numbers of groceries and basic needs supplies delivered each week, groceries and basic needs supplies purchase records, etc.) to be determined as contracts are created.

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 accounting policies and procedures as part of a sound financial accounting system.

Contractor is required to repay Ramsey County for any services later subject to a third party reimbursement to Contractor.

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.

Background Studies:

The Contractor shall ensure it has a Background Studies policy in place and shall perform background studies on all staff, volunteers, and subcontractors 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.

Race Equity:

Race Equity efforts must be integrated in the Contractor's workplan.

COVID-19:

Contractor shall:

1. Comply with CDC, local, state, and federal health guidelines to assure the safety of Recipients and staff and reduce the spread of COVID-19;
2. Provide its staff with appropriate Personal Protective Equipment (PPE) when providing services;
3. Provide COVID-19 training to all staff who distribute and/or deliver groceries and basic needs supplies to prevent the spread of COVID-19. Contractor shall post flyers on how to prevent the spread of COVID-19.

Other:

1. Contractor shall provide periodic process updates to Ramsey County.
2. Ramsey County reserves the right to reject any or all Quotes, any part or parts of any Quote, and to waive any informality in any Quote. Any Quote which is conditional, obscure, or which contains additions not requested, or irregularities of any kind may be rejected.
3. Ramsey County reserves the right to make changes in program requirements, procedures, and terms after the quotes have been submitted, opened, and reviewed in order to maximize delivery of services consistent with the objectives of the Emergency Foodservices in Response to COVID-19: Food Programs RFQ.
4. The Contractor must maintain current information on Ramsey County's Food Resources webpage (<https://bit.ly/2zF0R1x>).
5. Contractor must complete the Department of Human Services (DHS) survey to collect information about food access in COVID-19 response.
6. Contractor will refer Recipients to Ramsey County for other resources, such as medical assistance, SNAP, WIC, or other social services.
7. Ramsey County reserves the right to apply any of the following, if warranted, in County's sole opinion:
 - a. Award to multiple Organizations/Contractors;
 - b. Eliminate any term or condition that is not advantageous to County, its clients, or funders;
 - c. Set ceiling/maximum rates for services provided resulting from this RFQ.

Ramsey County Responsibility:

Ramsey County shall:

1. Provide trainings on Ramsey County’s programs and other community resources for referrals, as appropriate;
2. Provide opportunities to hear feedback rooted in community on Ramsey County processes and efforts;
3. Provide resources;
4. Assist in evaluation methods and data collection.

1.2. Contractor Qualifications

Contractor must meet the following requirements to be eligible for a contract award for this project:

- **Use of CARES Act dollars:** Contractor must identify the proposed services and how the services are intended to respond to impacts of COVID-19 for Ramsey County residents. Contractor must be able to clearly articulate the programming they propose, enhancements to current programming, and how it fits within the scope and need of the request for informal quotes. Contractor must be able to comply with all CARES Act funding requirements, guidance, and frequently asked questions (FAQs) as amended. Contractor must be able to provide services without supplanting other existing funding sources or revenue awards prior to March 27, 2020.
- **Targeted population impacted by Covid-19:** Services shall be targeted to those residents impacted by COVID-19 thereby making additional support a necessary measure in response. Further, the economic impact from Covid-19 is disproportionately affecting Black, Indigenous, and People of Color (BIPOC) communities, therefore, organizations that focus on ending racial and socioeconomic disparities are encouraged to apply.
- **Targeted services:** Contractors must have the ability to provide services to identified populations and must align with emergency foodservice and basic needs supplies distribution, including: intake screening, service coordinating, groceries and basic needs supplies preparing, distribution, delivery, outreach, etc.

2. Response Requirements and Supporting Documents

2.1. Required Response Documents

To submit a quote, complete and return Attachment A – Emergency Purchase Informal Quote Form

2.2. Evaluation Criteria

2.2.1.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

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

Evaluation Criteria	Maximum Point Values
Contractor and/or Subcontractor Qualifications (experience, community organization, technical and professional ability)	30
Project understanding and Scope (Projected client reach, process for reaching them, identifying Recipients and	40

demographics of those reached and culturally responsive foods)	
Budget (cost of groceries and basic needs supplies, staff, supplies, etc.)	30
Total Possible Points	100

2.3. 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).
- Lobbying Certification Form.
- Risk assessment documentation.
- 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.

3.3. 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 CARES Act, 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.

3.10.4.

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

3.10.4.1.

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.

3.10.4.2.

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.

3.10.5.

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

3.10.6.

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.

3.10.7.

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.

3.10.8.

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.

3.10.9.

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.

3.10.10.

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-.

3.10.11.

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.

3.10.12.

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.

3.10.13.

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

3.10.14.

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.

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 Coronavirus Aid, Relief, and Economic Security Act of 2020 (Public Law 116-136 and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 21.019 (“CARES Act”). Therefore, Contractor agrees to comply with the CARES Act, as amended, as well as the rules and regulations of any regulatory body acting under the CARES Act.

4.2

Vendor must agree to the following Special Conditions:

1. Attend meetings (e.g.: virtual meetings) as requested by Ramsey County;
2. Assures that where state or local public jurisdictions require licensure for the provision of services, the Provider will be licensed or will meet the requirements for licensure;
3. Ensure that no private information (included protected health and other HIPPA information) about, or obtained from, an individual and information in its possession will be disclosed in a form identifiable with an individual without the informed consent of the individual; and
4. Notify Ramsey County and the client in writing of the anticipated last day of service no later than thirty (30) business days before the anticipated last day of service, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the client; serious risk to the health or safety of the provider; the client’s decision to discontinue the service; or a similar reason why the provider is unable to notify County thirty (30) days before the anticipated last day of service.



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: Emergency Foodservice in Response to COVID-19: Food Programs