



Ramsey County Request for Bids ("RFB")

RFB #: SHRF0000006279

RFB Title: Security Camera System for Ramsey County Parks and Vehicle Impound Lot

First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
210 Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102

Procurement Specialist Name: Megan Schaefer
Procurement Specialist Email: megan.schaefer@co.ramsey.mn.us
Procurement Specialist Telephone: 651-266-8076
Procurement Specialist Fax: 651-266-8070

Responses must be received by 2:00 p.m. Central time on March 10, 2016.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County. With the exception of the anticipated contract start date, in the event that Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFB Released: February 3, 2016
Pre Solicitation Response Conference: February 19, 2016 at 1:00 p.m.
Pre Solicitation Response Conference Location: 1411 Paul Kirkwold Drive, Arden Hills, MN 55126
Contractor Questions Due: February 25, 2016 by 2:00 p.m.
Addendum with Answers to Questions Issued: March 1, 2016 by 4:00 p.m.
Solicitation Responses Due: March 10, 2016
Notice of Intent to Award: March 18, 2016
Anticipated Contract Start Date: April 18, 2016

Solicitation Description

Cameras in Parks

Pre Solicitation Response Conference

A non-mandatory pre solicitation response conference will be held at 1:00 p.m. Central time, on February 19, 2016 at Ramsey County Sheriff Office 1411 Paul Kirkwold Drive Arden Hills, MN 55126. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Questions and answers will be transcribed and posted on Onvia DemandStar after the meeting in the form of an addendum. Individuals needing an interpreter

or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

1. Project Information

1.1. Purpose

Ramsey County, through the Sheriff's Office Department, seeks a Contractor to furnish, install, and support a security camera system ("System") for use in Ramsey County parks and at the Vehicle Impound Lot.

1.2. Background Information

Within the Ramsey County parks system, there are remote areas where theft from vehicles and vandalism occurs. Because of the remoteness of these areas, it is difficult for personnel to monitor those portions of the parks. Installing security cameras in these remote areas is considered the best solution for the lowest cost. Security cameras prevent and deter crime and provide law enforcement personnel with video surveillance footage to aid in the arrest and prosecution of criminals.

The Sheriff's Office also has a need to install security cameras at the Vehicle Impound Lot. The cameras are needed to closely monitor vehicles that are being held for criminal investigations and court proceedings. Because vehicles are being stored at this location, there is a high potential for theft, evidence tampering, evidence destruction, and vandalism. Security cameras add another level of security for this area.

To ensure the safety and security of County parks and the Vehicle Impound Lot, the System will be constantly recording and periodically monitored by the Sheriff's Office staff. The System will need to be mobile and easily moved to various locations depending on which County park has additional security monitoring needs.

1.3. Specifications

Except as otherwise noted as the responsibility of the County, the successful contractor will provide all labor, materials, replacement equipment, software, software configuration, implementation services, training and materials, user manuals/documentation, warranty, and support to successfully implement and support a System which meets the requirements set forth in this RFB, including attachments.

The System shall be a combination of fixed and mobile cameras. The System shall include a minimum of five (5) fixed camera units and one (1) mobile camera unit. The five (5) fixed camera units will be installed at the following locations:

1. Upper Afton dog park (1 camera), Upper Afton Road, Maplewood, Minnesota
2. Lower Afton dog park (1 camera), Lower Afton Road, Maplewood, Minnesota
3. Rice Creek dog park (1 camera), Lexington Avenue, Shoreview, Minnesota
4. Vehicle Impound Lot (2 cameras), 5 South Owasso Boulevard, Little Canada, Minnesota

The order in which the cameras will be installed will be determined by the County once the contract has been fully executed.

The fixed camera units included shall be modular and mounted at or on different structures and shall have the ability to be easily moved to other locations. Because of the remote locations for camera placement, each camera unit system must have the option for multiple powering/recharging methods.

The mobile camera unit shall be a towable camera system. The mobile system should include a mobile trailer configuration that can be towed behind a vehicle. This mobile system should be easily deployed and operated with its own power source.

The County reserves the right to increase or decrease the number of cameras, trailers, and site locations throughout the term of the contract.

It is the intent of the County to have the System operational **on or before May 1, 2016.**

Brand Names / Quality of Equipment and Materials

The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality and standards of performance, and is not way intended to prohibit the bidding of any other manufacturer's items of equal quality.

Cost

Please use **Appendix A – Pricing Worksheet**, attached hereto and made a part of this RFB. **Appendix A – Pricing Worksheet** must be submitted with the Contractor's RFB response submittal.

Travel costs shall be incorporated into the costs. The Contractor shall not bill separately for travel and related expenses. Travel time is not reimbursable.

Delivery

All deliveries shall be Freight on Board (F.O.B.) final destination, as designated, with all delivery charges to be prepaid by the Contractor. The County does not accept cash on delivery or collect shipments.

General Functionality Requirements

At a minimum, the System shall:

- Integrate with Avigilon video software; Avigilon is the current camera monitoring software utilized by the Sheriff's Office
- Use the latest technology, IP based, and wireless in design when functionally practical
- Allow for real-time monitoring, control, and access and/or video output from multiple locations concurrently using both local and remote access
- Allow viewing of live and recorded video over the Internet using a standard browser interface
- Easily deploy and operate with its own power source
- Provide remote control of cameras pan, tilt, and zoom functions
 - Capture evidentiary quality video in very low light or no light situations (when functionally appropriate)
 - Record and save previous recordings similar to "Edge Recording"

Camera Equipment and Feature Requirements

At a minimum, the camera system shall feature:

- Digital IP (Internet Protocol)
- High definition 1080p, fixed and/or PTZ (pan, tilt, zoom)
- Pan angle range of 360 degrees (motorized)
- Tilt angle range of 100 degrees or more (motorized)
- A minimum of 30X optical zoom
- Automatic iris control.
- Auto focus.
- Pan, tilt zoom control must have Internet browser based control capabilities.
- The ability to patrol a pre-programmed path
- High-resolution color and black and white images in light conditions
- Auto recovery after restoration of power
- Plug and play modular configuration
- At least thirty (30) frames per second (if can be accomplished in a cost effective manner without substantial increases in recurring network overhead)
- Indoor and outdoor monitoring ability

- Must be able to operate in below freezing temperatures.
- Day/night monitoring ability
- Ability to operate 24-hours per day for an extended period of time, no less than three days
- Optional power configuration to include 110 VAC for operating and/or charging, 12 VDC or solar charging
- Optional battery package to allow extended powering of camera systems before necessary battery charging
- Recommendations for separate controls for inside use and outside use

Camera Connectivity Requirements

At a minimum, the system shall:

- Transmit wireless data to the location that houses the recording equipment
- Maintain transmission rates sufficient so that network bandwidth is minimized and network input/output buffers as optimized.
- Transmit wireless data in a secure encrypted format
- Use secure cellular, mesh, and/or Wi-Fi communication platforms

Preferred Environment

The Contractor shall provide information on preferred software and hardware configuration and ability to deploy the application over a wide-area network (WAN) and wireless network.

Mounting Pole Requirements

When an existing pole or other infrastructure is not available the Contractor shall provide and install camera mounting poles. Mounting poles shall be sufficient height to prevent camera tampering, and include all necessary mounting brackets, electrical, and electronic connections.

Camera mounting poles shall be installed at:

- Upper Afton dog park (1 pole)
- Lower Afton dog park (1 pole)
- Vehicle Impound Lot (1 pole)

Enclosure and Mounting Requirements

All camera housings must be appropriate for camera model and location. This requires elevation to an adequate height off the ground to avoid tampering and clear area of viewing unless otherwise specified. Additional requirements include:

- Ability to attach to a light and/or utility pole (e.g., camera is attached to an existing fixture)
- Ability to attach to buildings
- Easy installation and removal using standard tools
- Ability to be installed and removed by a single individual of average size
- Non-ferrous, if metal (outer enclosure)

Water, Light and Operational Requirements

The System must operate in all weather and temperature variations, be water resistant, shock resistant, durable, and fully operate in varying light and dark conditions. The System, whether fixed or mobile, should be mounted in weatherproof, tamper proof, and UV resistant enclosures. This includes, but is not limited to the following requirements:

- Waterproof under normal and severe rain conditions
- Wind resistant in accordance with the stress of the materials
- Heat resistant
- Weatherproof connections
- Cold/freeze resistant
- Tamper resistant screw sets

System enclosures shall allow for proper cooling, heating, and airflow to ensure the camera work as intended. Enclosures shall also be tamper and vandal resistant.

Trailer Requirements

The mobile camera unit will consist of a system to be mounted on a trailer that can be pulled by vehicle. The trailer shall meet all State and Federal standards for public road use. The trailer must consist of the following features:

- 14 Gauge steel enclosure with locking cabinet doors and weatherproof rubber gaskets door seals.
- An environmentally controlled compartment for extreme weather
- Expandable mast to mount cameras with option to mount multiple cameras, audio device, license plate reader, and LED security lighting
- Stabilizing arms which can lock in the extended position allowing trailer to be secured at the deployed location
- Optional power charging system(s), which shall include 120VAC plug in, gasoline powered generator and battery package
- Remote system diagnostics and operation monitoring of trailer systems/generator
- Lockable security features: doors, hitch, camera boom winch and wheels.
- A trailer hitch must accept 2" trailer ball.

Installation Specifications Requirements

All installation shall be made during regular business hours, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., excluding County holidays.

At a minimum, the System should include the installation of all System components including, but not limited to:

- Hardware and software
- All electronic security camera equipment and associated enclosures
- Mounting poles, brackets, and hardware in accordance with manufacturer recommendations
- Electrical, electronic connectivity, and cabling as required
- Audible and visual annunciation equipment
- Software installation and configuration
- Network equipment, enclosures, and mounting hardware as required

Clean Up

The Contractor shall remove all equipment, rubbish, materials, and other residue; leaving the location site in clean condition. All waste materials shall be removed from the site and not disposed of in the County trash receptacles.

Training

All training shall be provided Monday through Friday, between 8:00 a.m. and 8:00 p.m., excluding County holidays.

At a minimum, the System must include training provided by the Contractor at no additional cost. Training must be provided to staff and include, but is not limited to:

- Basic systems operation and maintenance, including use with Avigilon software
- Remote camera and video recorder operations
- System documentation

Contractor shall also provide a detailed description of the Contractor's training options including the recommended option for the County both prior to and after installation. The Contractor shall provide an estimate of expected skill level the County business owners will have to provide to support and maintain the System to the extent agreed to by the parties on an on-going basis.

Manuals

The Contractor must provide complete manufacturer's specification literature on each piece of equipment. The literature must verify and detail every specification requirement in this RFB is met. Literature must be submitted with the Contractor's bid response.

Warranty

At a minimum, the System hardware and software must include a one-year warranty that the System will operate in accordance with the provisions of the resulting agreement and the System documentation. The Contractor must warrant that all services performed under the resulting agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. All supplies furnished under the resulting agreement shall be free from defects in workmanship.

The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third party trade secret and will indemnify and defend the County against any award of damage and costs made against the County by final judgment of a court of competent jurisdiction.

System Support

At a minimum, the System must include one year of support, including technical support between the hours of 8:00 am and 4:30 pm central standard time, Monday through Friday, which includes direct phone support and e-mail support.

Software Support

- Routine system maintenance shall be conducted upon the approval of the County.
- Software releases and upgrades shall be provided on the general release of such updates and installed as agreed to by the parties.
- For critical issues, response to problems will be within 24 hours of initial contact and resolution must be within 48 hours of initial contact. Response to other ticketed problems will be within four (4) business days of initial contact and resolution will be within one (1) week of initial contact. One day is based on a 24 hour per day, seven day a week work schedule. Critical issues are issues that affect the critical functionality or critical data of the system, do not have a workaround, and prevent the County from conducting daily business processes. Non-critical issues affect minor functionality or data and have easy workarounds.

The Contractor shall:

- Provide support staff contact information, hours of operations and after-hour support procedures. Such information must be published and kept current.
- Comply with agreed upon priority definitions and escalation procedures.
- Not change its software support and hardware maintenance policies without providing the County at least twelve (12) months advanced written notice, which notice shall not be given during the warranty period.

The Contractor must also provide a list of each subcontractor that the Contractor will contract with to provide services and/or support to the County. A list of the Contractor's sub-contractors must be included in the Contractor's RFB response submittal.

1.4. Contractor Qualifications

The Contractor must have:

- been in the business of providing security camera surveillance system for at least three (3) years to government agencies
- sufficient number of trained and manufacturer-certified technicians within fifty (50) miles of the

1.5. Location of Work

Supplies, equipment, materials, and/or labor services are to be provided, performed, and/or completed at the following location(s) Parks and Impound Lot.

The County will not provide a workspace for the Contractor.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from April 18, 2016 and shall continue for two (2) years and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Supplies, Equipment, Materials may not be delivered and/or Labor Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.7. Costs

1.7.1.

The resulting contract shall be a fixed price contract obligating the Contractor to a specified price.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.7.3.

The solicitation response shall not include applicable state sales tax.

1.8. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The County reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Pre Solicitation Response Conference

The purpose of a pre solicitation response conference is to answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. A written summary of the outcome of the conference shall be posted

to Onvia DemandStar in the form of an addendum. Contractors shall rely only on the provisions of this solicitation document and any addenda in preparing a solicitation response.

2.4. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.5. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.6. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 150 pages, not including attachments.

2.6.1.

Completed Solicitation Response Form, attached.

2.6.2.

Completed Contractor Information and Reference Form, attached.

2.6.3.

Description of the Contractor's cost.

2.6.4.

Description of the Contractor's overall approach or solution.

2.6.5.

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for the County's project.

2.6.6.

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person

Timeline

Deliverables

County responsibilities, if different from the description contained in the solicitation

2.6.7.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.6.8.

A Bid Bond is a guarantee that the Contractor will honor its bid and sign all contract documents if awarded the contract. The Contractor shall submit a properly executed Bid Bond with its bid response and in accordance with the RFB requirements. A Bid Bond equal to 5% of the Contractor's bid amount is required for this procurement. If a Bid Bond is not submitted in accordance with RFB requirements or if the Bid Bond is not properly signed, the bid may be rejected. Checks are not accepted in lieu of a Bond. Bid Bonds will not be returned by Ramsey County to the Contractor.

2.6.9.

Contractor's list of sub-contractors

2.6.10.

Complete specification literature on each piece of equipment. Literature must verify and detail every specification requirement in this RFB is met.

2.6.11.

Contractor's list of locations of trained and manufacturer-certified technician within fifty (50) miles of the Sheriff's Office.

2.6.12.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.7. Response Submission

Contractors must submit one original and 4 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFB Title and Number on the outside, to the mailing address listed above. Bid responses must be received no later than 2:00 P.M., Central time, on March 10, 2016. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name and base bid will be read at the public opening.

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

2.11. Solicitation Response Mistakes

2.11.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.11.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.12. Selection

2.12.1.

A written Notice of Intent to Award shall be sent to the responsible contractor offering the lowest price for the Work described in this solicitation.

2.12.2.

If award is noted to be made on an aggregate basis, any solicitation response that fails to include pricing for all items will be rejected.

2.12.3.

If a specification identifies options, at the discretion of the County, award may be made using the base price only, or the base price plus one, some or all options to determine low price.

2.12.4.

If the fixed price includes a unit price calculation and the Contractor has made an error when calculating the extended price, the fixed price using the unit prices shall be used for contract award.

2.13. Notice of Intent to Award

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

2.13.1.

Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.13.2.

PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. **All Contractors, with the exception of Sole Proprietors, shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award.** Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

2.13.3.

Certificate of Insurance (COI)

2.14. Public Notice

The County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.15. Trade Secret Information

2.15.1. Trade Secret Information Caution

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by the County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

2.15.2. No Contingency

The solicitation response shall not be contingent on the County accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

2.15.3. Trade Secret Information Review

County review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

2.15.4. Notice of Request for Trade Secret Information

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, the County will provide the responder with notice of the request for the Trade Secret Information

2.16. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

2.17. Approved Equal

Contractors shall submit only one solicitation response for either the identified product or an approved equal. If the solicitation response is for an approved equal, the Contractor is not required to include samples in their solicitation response; however, the County reserves the right to request samples prior to issuing a Notice of Intent to Award.

3. General Contract/Agreement Terms and Conditions

3.1. Payment

3.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

3.1.2.

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

3.1.3.

Payment shall be a single payment when all of the materials and/or services have been received in accordance with the provisions of the resulting contract.

3.2. Application for Payments

3.2.1.

The Contractor shall submit one invoice upon completion of services.

3.2.2.

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

3.2.3.

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

3.2.4.

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

3.2.5.

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

3.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

3.3. Independent Contractor

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

3.4. Successors, Subcontracting and Assignment

3.4.1.

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

3.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.5. Compliance With Legal Requirements

3.5.1.

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

3.5.2.

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

3.6. Data Practices

3.6.1.

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

3.6.2.

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 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.

3.7. Security

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.

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.

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.

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.

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

3.8. Indemnification

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

3.9. Contractor's Insurance

3.9.1.

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

3.9.2.

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

3.9.3.

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

3.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

3.9.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

3.9.4.

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

3.9.5.

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.

3.9.6.

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.

3.9.7.

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.

3.9.8.

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-.

3.9.9.

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.

3.9.10.

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 provisions of Minn. Stat. Ch. 60A, as applicable.

3.9.11.

The Contractor shall provide the County with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material

change in coverage. The Contractor who is providing services on behalf of the County shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

3.9.12.

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

3.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written 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.

3.11. Notices

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

County: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.12. Non-Conforming Services

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

3.13. Setoff

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

3.14. Conflict of Interest

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

3.15. Respectful Workplace and Violence Prevention

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

3.16. Force Majeure

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

3.17. Unavailability of Funding - Termination

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

3.18. Termination

3.18.1.

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

3.18.2.

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

3.18.3.

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

3.19. Interpretation of Agreement; Venue

3.19.1.

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

3.19.2.

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

3.20. Protection of Persons and Property

3.20.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

3.20.2.

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

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. 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.

3.23. Packing Lists/Shipping

3.23.1.

A packing list or other shipping document must accompany each shipment and show (1) name and address of contractor, (2) name and address of the County, (3) order and/or contract numbers, (4) a description of material shipped, including catalog/commodity numbers, quantities, number of containers and container numbers, if any, and (5) consecutive numbering series and a list of missing numbers, if any.

3.24. Title - Risk of Loss

3.24.1.

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

3.24.2.

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

3.25. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

3.26. Cooperative Purchasing

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

3.27. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, 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.

3.28. 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 JobConnect@co.ramsey.mn.us or call 651-779-5652.

3.29. 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.



RAMSEY COUNTY
SOLICITATION RESPONSE FORM

Solicitation Number: SHRF0000006279

Solicitation Title: Security Camera System for Ramsey County Parks and Vehicle Impound Lot

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Fixed Price Information:

See Appendix A – Pricing Worksheet

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: SHRF0000006279

Solicitation Title: Security Camera System for Ramsey County Parks and Vehicle Impound Lot



RAMSEY COUNTY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date: