



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health (SPRCPH), 555 Cedar Street, Saint Paul, Minnesota 55101 and Workforce Solutions, 2266 2nd Street North, North Saint Paul, Minnesota 55109 ("County") and Jobs Foundation, 860 Vandalia Street, Saint Paul, Minnesota 55114, doing business as (DBA) Tech Dump and Tech Discounts, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from May 01, 2022 through December 31, 2022 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 3 year(s), 8 month(s) and 0 day(s).

#### 1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

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

#### 2.1.

The Contractor shall provide services upon direction from County staff, on an as-needed basis. These services will be used by Public Health and Workforce Solutions Departments. Such services could include, but are not limited to, the following:

- Partner with the county to meet the desired outcomes of the project:
  - Environmental: Recycle or refurbish as much Acceptable E-waste as possible while meeting county standards for e-waste collection and management, including necessary certifications demonstrating maximize reuse and recycling, minimizing exposure to human health or environment, ensuring safe management of materials by downstream handlers, and destruction of all data on used items.
  - Economic: Provide jobs and job-training to county residents.
  - Equity: Work with the County to provide low-cost technology hardware to county residents that demonstrate need based on income and/or employment status.
- Create a work scope outlining the project phases by month 3 of the start of project:
  - Phase 1: Co-creating the launch plan
  - Phase 2: Testing, Learning, and Improving
  - Phase 3: Scaling and Communicating
  - Phase 4: Testing, Expanding, and Growing the Impact
- Provide no-cost electronic recycling to county residents. Non-county residents are not part of this agreement and may be charged according to the Contractor's fee schedule.
  - If needed, identify county of residence for residents bringing Acceptable E-waste to collection events.

- Discern Ramsey County residents from other county residents and businesses, in order to only accept e-waste from Ramsey County residents as part of this agreement.
- Collect Acceptable E-waste equipment from mutually identified locations and methods following data protection protocols as required by the County, state and federal law.
  - Work with the County to identify locations, method of collection, dates and times of collection.
  - Communication about events and flyers will be coordinated by the Contractor and reviewed and approved by the County prior to release.
- Safely transfer electronic equipment to the Contractor's facility in a manner that protects the equipment from damage, theft, or loss and that secures data.
  - The Contractor must use a transport vehicle with a lockable cab and a lockable, fully enclosed box when collecting data-containing devices and must keep the box locked during transport and when unattended by the Contractor's designated National Association of Information Destruction (NAID®) access employee(s).
- Screen equipment for reuse potential and direct equipment not suitable for reuse to proper recycling or disposal methods. This includes:
  - Managing data storage devices and all data residing on electronic equipment according to National Association of Information Destruction (NAID) AAA Certification® requirements.
  - Preparing or refurbishing equipment in ways that result in the highest amount of reuse.
  - Recycling non-reusable equipment in ways that protect the environment and public health through an internal process certified by Sustainable Electronics Recycling International (SERI) under its M:2013 standard or its successor standard, or using downstream recycling vendors that are so certified and relying on market pathways that result in recycling or processing of electronic equipment or hazardous components in this order of preference: (1) within the United States, (2) within Canada, (3) within Mexico or member countries of the European Union.
  - Using energy recovery to manage non-reusable, non-recyclable components incineration without energy recovery only for those materials for which reuse, recycling, or energy recovery options are not available.
- Collect e-waste at the Environmental Service Center (ESC) and Satellite Collection Sites (SCS):
  - Upon receiving written notice to proceed by the County, the Contractor shall commence services to transport e-waste from the County's ESC and SCS to the Contractor's facility in a manner that protects the equipment from damage, theft, or loss and that secures data.
  - All requirements for management of Acceptable E-waste listed in above shall apply to Acceptable E-waste managed from the ESC and SCSs.
- Provide a Technology Repair Fund (\$10,000/annually for each year of the contract) to subsidize repairs at the Saint Paul retail store for Ramsey County residents meeting income guidelines.
- Provide access to technology for Ramsey County residents, both individuals and families, with limited resources and with educational, social, or economic challenges through low-cost resale or donation.
- Provide meaningful skills development for those facing barriers to employment, including soft skills, technical skills, and other training helpful in pursuing and securing employment, using best efforts to employ county residents.

**Definitions**

“Acceptable E-waste” shall mean

- Computers (PCs & Macs): Desktops, Laptops, All-in-ones, Flat Screen Monitors, Docking Stations, Tablets (iPads, Microsoft Surface, Chromebooks, E-Readers)

- Network Equipment: Data Center equipment, Servers, Routers, Hard drives, Chassis, Circuit boards, Racks, Storage
- Peripherals: Mice and Keyboards, Cables and Cords (USB, VGA and DMI cords, Power cords, AV & Speaker, Fiber, copper network)
- Printers and copiers, Printer cartridges
- Televisions and monitors, including cathode ray tubes (CRTs)
- Audio Equipment: Headphones, Speakers, Microphones, Mixers, Amplifiers
- Telephones: Smart phones (iPhones unlocked), Cell phones, Office phones & control systems, fax machines
- Home Entertainment: Cable boxes and remotes, VCR/DVD Players, Gaming Devices/Consoles, Cameras/Video Cameras, Stereo Equipment
- Miscellaneous Items: RAIDs and cables, RAM, SD cards, Laptop batteries, UPS and extra batteries, Professional video equipment, iPods, Desktop Printers, Fax Machines, Ink and Toner Cartridges

“Unacceptable E-Waste” shall mean

- Household Appliances
- Light Bulbs
- Any equipment that contains or is contaminated with any liquids or chemicals including (but not limited to) oil or any fossil fuel, powders, asbestos, freon or radioactive components

### **Reporting**

By January 30<sup>th</sup> of the following year, the contractor will submit a written report containing a summary including community impact, number of residents served, pounds collected, materials collected, pounds refurbished, and number and types of items repaired as part of the repair fund.

### **Invoices**

Submit an invoice and supporting documentation to the County for each job as detailed below.

- "Job" is defined as collecting, screening and directing to reuse or recycling all Acceptable E-waste in a single visit to a collection location, or to a series of locations on the same truck run.
- Invoices must itemize services provided and detail charges set out in the rate schedule in the contract, including any services to collect, screen, and direct to reuse or recycling any type or category of electronic equipment at no charge to the County.
- The Contractor must provide supporting documentation and an invoice as required for each job within (30) calendar days of collecting the Acceptable E-Waste.
- Invoices and supporting documentation will include the following information in a scope and format as agreed to by the County. At a minimum that shall include but not be limited to:
  - A detailed inventory of Acceptable E-Waste managed by type and quantity, and location including number of containers and weight for each category of equipment and contracted price.
  - Statement of ownership and liability by the Contractor. Ownership and liability of all Acceptable E-waste occurs at the point of Contractor's removal of electronic equipment from a collection site.
  - Certification of reuse, recycling, or disposal of all items collected from Ramsey County residents.
  - Percent of all equipment collected from the County that was directed to reuse, recycling, and disposal and the methodology used to determine the percentages. If screening of equipment for reuse potential has not occurred at the time an invoice or supporting documentation for a job is created, this information may be provided in supplemental documentation within thirty

(30) calendar days of the date of the invoice or supporting documentation, and in all cases will be provided before the County will pay an invoice.

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

- The County reserves the right to monitor Contractor files, require the Contractor to provide results of internal monitoring to the County monthly, conduct at least monthly continuous improvement reviews and require improvement plans when appropriate.
- The Contractor shall maintain financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the County. All financial transactions must have supported documentation.
- The Contractor shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.
- Contractor will hold and maintain NAID certification for the duration of the contract.

**Additional Services**

During the term of this Agreement, the County reserves the right to add additional services and/or outcomes via, written amendment, to accommodate unanticipated needs, accidental omissions, and/or new service offerings.

**2.2.**

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

**2.3.**

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

**3. Schedule**

The Contractor shall provide services as follows: May 01, 2022 through December 31, 2022

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

All rates shall be as outlined in Attachment A, attached and made part of this Agreement.

Upon changes to be made to the Minnesota Electronics Recycling Act, MN Statute 115A.1310 that result in electronics manufacturers paying the full cost for managing E-waste, including items defined in this contract and charged at \$0.38 per pound, Tech Dump shall no longer charge Ramsey County to recycle E-waste items eligible to be paid for by manufacturers.

**5. Contracting for Equity**

**5.1. Commitment to Advancing Racial Equity**

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is

achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

## **5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)**

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

## **5.3. Equal Employment Opportunity and Civil Rights**

### **5.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

**5.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

**5.3.3.**

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

**5.3.3.1.**

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

**5.3.3.2.**

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

**5.3.3.3.**

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

**5.4. Diverse Workforce Inclusion Resources**

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through [askworkforcesolutions@ramseycounty.us](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

## 6. General Contract/Agreement Terms and Conditions

### 6.1. Payment

#### 6.1.1.

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

#### 6.1.2.

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

### 6.2. Application for Payments

#### 6.2.1.

The Contractor shall submit an invoice monthly.

Invoices shall include contract number PH001172 and can be emailed to [PH.Invoice@ramseycounty.us](mailto:PH.Invoice@ramseycounty.us) or mailed to the following address:

Saint Paul – Ramsey County Public Health  
Accounts Payable  
555 Cedar Street  
Saint Paul, Minnesota 55101

#### 6.2.2.

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

#### 6.2.3.

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.

#### 6.2.4.

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.

#### 6.2.5.

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

#### 6.2.6.

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.

### **6.3. Independent Contractor**

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

### **6.4. Successors, Subcontracting and Assignment**

#### **6.4.1.**

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

#### **6.4.2.**

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

#### **6.4.3.**

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

### **6.5. Compliance With Legal Requirements**

#### **6.5.1.**

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.

#### **6.5.2.**

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.

### **6.6. Data Practices**

#### **6.6.1.**

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.

#### **6.6.2.**

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



**6.6.3.**

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

**6.7. Security**

**6.7.1.**

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

**6.7.2.**

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

**6.7.3.**

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

**6.7.4.**

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

**6.7.5.**

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

## **6.8. 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.

## **6.9. Contractor's Insurance**

### **6.9.1.**

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.

### **6.9.2.**

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.

### **6.9.3.**

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.

#### **6.9.3.1.**

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

#### **6.9.3.2.**

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

### **6.9.4.**

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

#### **6.9.4.1.**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day

of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

**6.9.4.2.**

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

**6.9.5.**

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

**6.9.6.**

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

**6.9.7.**

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

**6.9.8.**

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

**6.9.9.**

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

**6.9.10.**

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

**6.9.11.**

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

**6.9.12.**

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

**6.9.13.**

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

**6.9.14.**

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

**6.10. Audit**

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

**6.11. 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:**

Charity Clemens - Contract Manager, Saint Paul - Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota 55101

**Contractor:**

Joe Aho, Tech Dump, 860 Vandalia Street, Saint Paul, Minnesota, 55114

**6.12. 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.

**6.13. 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.

**6.14. 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.

### **6.15. 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.

### **6.16. 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.

### **6.17. 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.

### **6.18. Termination**

#### **6.18.1.**

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.

#### **6.18.2.**

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.

#### **6.18.3.**

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.

## **6.19. Interpretation of Agreement; Venue**

### **6.19.1.**

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.

### **6.19.2.**

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.

## **6.20. Warranty**

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

## **6.21. Infringement**

### **6.21.1.**

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

### **6.21.2.**

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

## **6.22. 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.

## **6.23. 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.

#### **6.24. 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.

### **7. Special Contract Terms and Conditions**

#### **7.1.**

The Contractor must comply with the following while performing any work under this Agreement:

- Contractor must possess all licenses, certifications, permits, and other authorizations issued by federal, state, and local regulatory agencies that are necessary to comply with applicable laws, rules, ordinances, and other regulations.
- Contractor must possess R2 or e-Stewards certification. If the Contractor does not possess R2 or e-Stewards certification when in possession of any equipment provided by the County, the Contractor must use only R2 or e-Stewards certified downstream recyclers to manage all equipment not successfully directed to reuse and to direct all residual components to reuse or recycling operations, as appropriate to the component.
- If reuse or recycling is not available, materials must go to energy recovery and the use of landfilling or incineration without energy recovery must be used only when the previously listed options are not available. Compliance with these requirements will be verified by SPRCPH staff at any time of the County's choosing during the Term of this Agreement and documented to the satisfaction of the County.
- Contractor must maintain NAID® certification while in possession of any equipment provided by the County. Proof of current NAID® certification will be provided to and verified by SPRCPH staff at any time during the term of the Agreement.
- Contractor agrees that transfer of ownership and liability of all electronic equipment occurs at the point of removal of electronic equipment from a County location, or upon accepting electronic equipment at the Contractor's drop-off location.

The County reserves the right to verify compliance with all contract terms and regulatory requirements, such as by conducting on-site compliance audits, reviewing compliance records, and/or securing the names and addresses of all downstream recycling or disposal entities to whom the Contractor has sent equipment provided by the County, and components and residuals from disassembly of Acceptable E-waste.

During the term of the contact, the County reserves the right to add similar in scope goods/ services, via written amendment, to accommodate accidental omissions, unanticipated needs or new offerings.

## Attachment A

Category	Item/Expense	Price (\$/Unit/LB)
Computers		\$.00/lb
Network Components		\$.00/lb
Peripherals		\$.38/lb
Printers, copiers		\$.38/lb
TV, Monitors		\$.38/lb
Audio Eqpt		\$.38/lb
Telephones		\$.38/lb
Cell Phones		\$.00/lb
Home Entertainment		\$.38/lb
Miscellaneous Items		\$.38/lb
Semi Transport Fee	\$150/semi	
Hourly event labor Fee	\$250/hr	