

Goodhue county Specification Document for Aquatic Invasive Species Watercraft Inspection Services at Lake Byllesby County Park Boat Launch

I. PROJECT PURPOSE AND BACKGROUND INFORMATION

Goodhue County is an annual recipient of Aquatic Invasive Species (AIS) Prevention Aid from the Minnesota Department of Revenue. Goodhue County has entered into a Delegation Agreement with the Minnesota Department of Natural Resources (MnDNR) for watercraft inspections. To prevent the spread of AIS within Goodhue County, the County desires MnDNR-certified Level 1 watercraft inspection services on the following boat launches:

- Lake Byllesby Goodhue County Park boat launch only (Cannon Falls, MN)

Dates of watercraft inspection services shall run from the 2019 fishing opener through Labor Day:

- Fridays at 9:30 a.m. to 6:00 p.m.
- Saturdays from 9:30 a.m. to 6:00 p.m.
- Sundays from 9:30 a.m. to 6:00 p.m.
- Holidays from 9:30 a.m. to 6:00 p.m.

Watercraft inspection services shall be also be conducted on a weekday (Monday - Thursday) from 9:30 a.m. to 6:00 p.m. an aggregate total of 6 times throughout the inspection period.

II. GENERAL CONTRACT TERMS AND CONDITIONS

1. General Description of Scope of Services

The consultant is required to furnish all labor, materials, transportation, tools, supplies, equipment, insurance, and any other items necessary for completing the work. All subconsultant needs and costs expected for the tasks below are included with the overall costs proposed by consultant. The scope of the proposed project includes the following tasks:

- A. Hiring inspectors. The vendor will be responsible for advertising and hiring inspectors trained pursuant to the MnDNR training program for watercraft inspections. If the inspector is not already trained it will be the responsibility of the vendor to have them trained. The inspectors will be authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors will be MnDNR authorized Level 1 inspectors. The inspectors will be at least 18 years of age unless otherwise agreed. The inspector will wear official uniforms, or vests, provided by the vendor. The vendor will make sure the inspectors have digital devices suitable for downloading the MnDNR inspection data and that the MnDNR inspection software has been loaded on the device and is functioning.

- B. The vendor will schedule all inspectors and manage the ongoing calendar to ensure coverage according to the schedule agreed upon by vendor and County.
- C. The vendor will manage day-to-day coverage of the lake access points and provide supervision and management of its employees.
- D. The vendor will manage the inspection hours on each lake to not exceed the budgeted hours for that lake.
- E. Vendor will provide the County a report of hours covered at each access by month.
- F. Vendor will follow MnDNR protocol and procedures for making records of boats entering the lake(s). This data is provided directly to the MnDNR via a MnDNR online data entry system.
- G. The vendor will provide the County with a report at the end of the season summarizing and totaling the hours worked. The vendor will request data from the MnDNR to compile the data collection information as well.

2. Proposer's Budget for the Project.

The requested services under this document will be funded through a combination of local and state funds. The Contract Maximum, to be set after determination of the scope of work, is the cap for contractual services including both professional fees and expenses.

3. Pre-Contractual Expenses.

Pre-contractual expenses are defined as expenses incurred by the proposer prior to the date of execution of the proposed contract.

The County shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals.

4. Contact Person.

The proposer's sole point of contact with the County for this proposal is Ryan Bechel. No contact regarding this document is to be made with project partners or staff of the County.

5. Ownership of Proposals.

All timely-submitted proposals become the property of the County upon submission and the proposals will not be returned to the proposers. By submitting a proposal, the proposer agrees that the County may copy the proposal for purposes of respond to requests for public data. The proposer consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

6. Public Records and Requests of Confidentiality.

Pursuant to the Minnesota Government Data Practices Act, Minn. Stat. § 13.591, the names of all entities that submitted a timely proposal to the County will be public once the proposals have been opened. All other information contained in the proposals remains private until the County has completed negotiating a contract with the selected proposer. After a contract has been negotiated, all information in all of the proposals is public, except "trade secret" information as defined at Minn. Stat. § 13.37.

Requests for release of information held by the County are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. Proposers are encouraged to familiarize themselves with these provisions before submitting a proposal.

All information submitted by a proposer eventually will be treated as public information by the County unless the proposer properly requests, and the County agrees, that information be treated as private or confidential. A proposer making such a request must include the name, address and telephone number of the individual authorized by the proposer to answer inquiries by the County concerning the request. The County reserves the right to make the final determination of whether the data identified in such a request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A proposer's failure to request private or confidential treatment of information pursuant to this section will be deemed by the County as a waiver by the proposer of any private or confidential treatment of information included in the proposal.

7. Conflict of Interest.

The proposer must identify any potential conflict of interest it may have providing the services contemplated by this document and sign and return Attachment C.

IV. ADDITIONAL CONTRACT TERMS AND CONDITIONS

The County requires the selected consultant to include the contents of this document and all representations, warranties and commitments in the consultant's proposal as contractual obligations. Other contractual obligations will include, but are not limited to those outlined in the subsections below. Any requested changes to the County's standard contract terms must be included in the consultant's Exceptions/Deviations response to this document.

A. Audits, Reports, Records, and Monitoring Procedures.

The consultant will maintain records which reflect all revenues, costs incurred, and services provided in the performance of the contract.

The consultant will agree that the County, the State Auditor or legislative authority, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, duplicate and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the contractor which are relevant to the contract. Said records must be maintained for six (6) years after the date of the completion of the contract.

B. Insurance.

Prior to commencement of the contract term, the consultant shall procure and maintain in full force and effect during the term of the contract insurance coverage as set forth in Attachment A. Certificates of insurance showing the coverage listed in Attachment A shall be provided to the County prior to the effective date of the contract. All such policies shall provide that they shall not be canceled, materially changed, or not renewed without thirty days prior notice thereof to the County.

C. Subcontracting and Assignment.

The consultant shall not enter into any subcontract for performance of any services contemplated under the contract nor assign any interest in the contract without written approval of the County and subject to such conditions and provisions as the County may deem necessary. The consultant shall be responsible for the performance of all sub-consultants.

D. Standard Assurances.

The consultant will agree to abide by the Standard Assurances set forth in Attachment B.

E. Indemnification.

The consultant shall agree to indemnify and hold the County, including its elected officials, officers, employees and agents, harmless from any and all claims, demands, damages, actions or causes of action arising against the County by reason of any act, omission, neglect or misconduct by the consultant.

F. Independent Contractor.

The consultant and all employees of the consultant shall not be considered employees of Goodhue County while engaged in the performance of any work or services pursuant to the contract and shall be independent contractors.

G. Right to Terminate Contract for Lack of Funding.

Notwithstanding any provision of the contract to the contrary, the County may immediately terminate the contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under the contract. Written notice of termination sent by the County to the consultant by facsimile is sufficient notice under the terms of the contract. The County is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the contract is terminated due to lack of funding.

H. Compliance with Laws/Standards.

1. General. The consultant shall abide by all federal, state or local laws, statutes, ordinances rules and regulations for which the consultant is responsible.
2. Violations. Any violation of such laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license or certification by the consultant shall constitute a material breach of the contract and shall entitle the County to terminate the Contract upon delivery of written notice of termination to the consultant. Notwithstanding any other provision of the contract, such termination shall be effective as of the date of such failure or loss.
3. Minnesota Law to Govern. The contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principals of conflict of laws. All proceedings related to the contract shall be venued in Goodhue County, Minnesota.

ATTACHMENT A

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Subsubcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name GOODHUE COUNTY, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for GOODHUE COUNTY hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of GOODHUE COUNTY's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of GOODHUE COUNTY's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise GOODHUE COUNTY of any intended or pending change of any Professional Liability insurers or policy forms, and provide GOODHUE COUNTY with all pertinent information that GOODHUE COUNTY may reasonably request to determine compliance with this section; and (b) immediately advise GOODHUE COUNTY of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of GOODHUE COUNTY.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include GOODHUE COUNTY, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. GOODHUE COUNTY shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as GOODHUE COUNTY may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide GOODHUE COUNTY with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide GOODHUE COUNTY with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the GOODHUE COUNTY Certificate of Insurance, or in such other form as GOODHUE COUNTY may reasonably request, and shall contain sufficient information to allow GOODHUE COUNTY to determine whether there is compliance with these provisions. At the request of GOODHUE COUNTY, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to GOODHUE COUNTY prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to GOODHUE COUNTY. Such acceptance by GOODHUE COUNTY shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, GOODHUE COUNTY shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to GOODHUE COUNTY. If GOODHUE

COUNTY does not respond in writing within such 15-day period, Contractor's insurer(s) shall be deemed to be acceptable to GOODHUE COUNTY.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, GOODHUE COUNTY shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to GOODHUE COUNTY immediately upon presentation of invoice.

9. Loss Information. At the request of GOODHUE COUNTY, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of GOODHUE COUNTY under this section. Such loss information shall include such specifics and be in such form as GOODHUE COUNTY may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases GOODHUE COUNTY, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of GOODHUE COUNTY or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of GOODHUE COUNTY, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by GOODHUE COUNTY, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by GOODHUE COUNTY, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

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Revised: 10/07

Standard
Revised: 03/14

ATTACHMENT B

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding nondiscrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY**. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH DATA PRIVACY**. The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the Contractor's duties under this Contract. When applicable, Contractor agrees to comply with the HIPAA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.

4. **RECORDS DISCLOSURE/RETENTION**. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING**. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION**. Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to

contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.

ATTACHMENT C: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ Email: _____

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Goodhue County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature Title Date

You are advised that according to Goodhue County Board Resolution 12-508, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Goodhue County.

ATTACHMENT D: Trade Secret Information Form

Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to Goodhue County will be public once opened. All other information remains private until Goodhue County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Goodhue County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Responder's proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Goodhue County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form. Goodhue County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the proposal that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Goodhue County as a waiver by the Responder of any confidential treatment of the trade secret information in the bid or proposal.

Requests by the public for the release of information held by Goodhue County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a proposal.

By submitting this bid or proposal, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the County in defending such an action.

Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's bid or proposal.

All responders must select one of the following boxes:

- My bid/proposal does not contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- My bid/proposal does contain "trade secret information" because it contains data that:
 1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.