

HENNEPIN COUNTY
MINNESOTA

Request for qualifications

IT consulting services program 2021-2022



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Request for qualifications (RFQ)

A first step to a contract with the county

You must pre-qualify before you can bid on an IT consulting services Statements of Work (SOW). This first step is called a request for qualifications (RFQ). You submit an application and if you're accepted, you can then bid on SOW opportunities for the next two years.

You must follow two steps before we can consider you for an IT consulting services SOW:

1. Apply to get into our IT consulting services program. You apply to the program through a process called *request for qualifications (RFQ)*.
2. Once accepted to the program you can bid on SOWs.

The county is currently in year one of a three-year cycle for RFQs. We're inviting businesses to apply to the program for years 2021 and 2022.

Hennepin County's small business certification process

Hennepin County uses its own process to certify small businesses. We don't accept certifications from other counties or other states.

Acceptable documents showing who can sign for your business

You must submit a document showing who can make legal decisions for your business. Such legal documents should show:

- the name of the person who is signing
- a statement giving this person the ability to sign legal documents

Examples of acceptable documents include articles of incorporation, corporate bylaws or resolutions.

IT consulting services program 2021-2022

Businesses newly accepted into the program can then bid on IT consulting services SOWs. You can do so until the end of 2022. You must re-apply to the program to bid on SOWs starting in 2023.

Program detail

Purpose of RFQ

The purpose of this request for qualifications (RFQ) is to enter into master agreements with multiple new IT consultants for professional IT consulting services to Hennepin County on an as-needed basis.

The current three-year IT Consulting Services Master Program started January 2020 and will end December 2022. If you have a master agreement for this program period, you do not need to respond to this RFQ.

How the IT consulting program works

1. After the business signs an IT consulting services master agreement with the county, the business will be considered a pre-qualified IT consultant.
2. When a county department needs an IT resource, the county will issue a SOW to the all pre-qualified IT consultants by email.
3. The SOW will state what type of IT consulting services will be needed, how long services will be needed for, and other relevant terms specific to the department's current need. A sample copy of a SOW is in Attachment 1 as Exhibit A.
4. IT consultants will bid on SOWs related to their areas of specialty and provide costs based on the specific engagement.
5. The requesting county department will review the bids and select an IT consultant based on certain evaluation factors.

Being a pre-qualified IT consultant in the program is not a guarantee of work

Being a pre-qualified IT consultant does not guarantee a contract in the future. The county has the sole discretion to decide which bid to accept for any given contract.

Program numbers

As of December 31, 2019, for IT Consulting Services Program years 2017 - 2019,

- 230 businesses were registered; of that 74 are SBEs (Small Business Enterprise)
- 56 businesses received SOWs from county departments
- The total spend as of December 31, 2019 is \$13.7M; 56% went to SBEs

As of June 30, 2020, for IT Consulting Services Program years 2020 – 2022,

- 165 businesses were registered; of that 62 are SBEs

- 26 businesses received work engagements from county departments
- The total spend as of June 30, 2020 is \$993K; 41% went to SBEs

Key dates

September 16, 2020	Due date for business questions
October 6, 2020	Due date for proposals
Mid-November 2020	Start date eligible businesses will sign master agreements

These dates are subject to revision or cancellation by the county in its sole and absolute discretion.

No one-on-one meetings

The county is not able to speak with you one-on-one during the RFQ. Because of the high number of businesses interested in the program, we want to be fair to each applicant.

Application requirements

Applications will be received in the [Hennepin County Supplier Portal](#). In order to apply, you must first register with the Supplier Portal. For information on how to register, please go to the [Supplier Portal Information Page](#). Businesses are strongly encouraged to make their applications well in advance of the due date as the process may take some time to complete.

Proposers start their applications in the **Answer General Event Questions** section in the [Hennepin County Supplier Portal](#).

On the Event page, scroll down to **Step 1: Answer General Event Questions**. You will be asked to type in and/or upload the following information:

1. Legal business name
2. Legal business address
3. Name and email address of point of contact throughout RFQ process
4. Name, title and email address of person who can legally enter into contracts on behalf of your business

5. A document that names the contact in number 4 above and describes their legal ability to enter into contracts on behalf of your business. Examples of such documentation include:
 - Articles of incorporation
 - Corporate bylaws
 - Resolutions
6. Completed Small Business Enterprise (SBE) Certification Status form*

Businesses shall complete and submit the SBE Certification Status Form. Please note: you do not have to be a small business or a certified small business to participate in the IT Consulting Services Program.
7. Completed and signed substitute form W-9

Complete and sign the Hennepin County Substitute Form W-9 and Vendor Information Form. This form is necessary in order to establish the businesses as approved county vendors.
8. Confirm that you have read Attachment 1 – County terms and conditions
9. Confirm that you accept all the terms and conditions in Attachment 1 - County terms and conditions
10. Name and email address of person responsible for receiving IT consulting engagements from the County once a master agreement is signed

Application acceptance

Businesses who submitted the required information above and answered “Yes” to agree to Agreement 1 - County’s terms and conditions will be accepted into the program and asked to sign a master agreement.

After you apply

- i. After the RFQ closes, the county will review all applications from the Supplier Portal.
- ii. By mid-November the county will ask you to electronically sign the master agreement using Adobe Sign. For instructions on the signature process, please refer to this [guide](#). Once you and the county sign the master agreement, that makes the agreement official. We’ll then add you to our list of pre-qualified IT consultants.

If you don't apply or are not accepted into the program this year, you can re-apply in September of each year.

Questions

Send questions in writing by e-mail to:

tina.wong@hennepin.us

With the subject line: IT consulting services program question

The county reserves the right to respond only to questions it deems appropriate, and may consolidate questions and answers that are similar and/or redundant.

Addenda

The County reserves the right to modify the RFQ at any time prior to the proposal due date. An addendum will be posted in the Supplier Portal if the RFQ is modified. Addenda may be viewed by clicking on the 'View Event Package' on the Event Details page. It is the responsibility of each prospective Proposer to assure receipt of all addenda.

The County will modify the RFQ only by formal written addenda. Proposer's Proposal should be based on this RFQ document and any formal written addenda. Proposers should not rely on oral statements.

Contract award and registration

After the closing date of the RFQ, applications will be reviewed to determine eligibility for award. All Responders who submit the required documentation in Section 4 of this document and agree to the County's terms and conditions in Attachment 3 will receive an agreement.

Conditions of RFQ

RFQ provisions

The issuance of this RFQ constitutes only an invitation to submit a response to the County. It is not to be construed as an invitation for a bid, but as a means by which the county can facilitate the acquisition of information related to the purchase of professional services.

The County reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFQ, the right to seek clarification from any Responder(s), the right to negotiate with any Responder(s) whether or not they submitted a response, the right to reject any or all applications with or without cause, and the right to cancel and/or amend, in part or entirely, the RFQ.

The RFQ does not commit the County either to award an agreement or to pay for any costs incurred by a Responder in connection with their preparation of a submission. **Providing a response shall neither obligate nor entitle a Responder to enter into an agreement with the County.**

County ownership of applications

Upon submission, all responses become the property of Hennepin County. The County reserves the right to use the information and any ideas presented in any submission in response to this RFQ, whether or not the County enters into an agreement with the Respondent.

Rejection of applications

The County, in its sole and absolute discretion, may reject any submission based on the submission requirements in section 4, or based on any other requirements in this RFQ. The County's rights in rejecting or retaining any and all applications is broad and it is at the sole discretion of the County.

Cancellation or amendment of RFQ

The County reserves the right to cancel or amend this RFQ at any time.

Extension of time

The County reserves the right to extend the RFQ due date. At this time, no extension is anticipated. The County reserves the right to extend the submission deadline at its discretion. An Addendum will be posted on the Hennepin County Supplier Portal if an extension is granted.

Responders' costs

The County shall not be responsible for any costs incurred by Responders in connection with this RFQ. Responders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFQ or otherwise.

Public record

Under Minnesota law, applications are private or nonpublic until the applications are opened on the RFQ due date. Once the applications are opened, the name of the Responder becomes public. All other data in the submission is private/nonpublic data until completion of the evaluation process. The evaluation process is completed when the County enters into a contract with a Responder. At that time, all remaining data submitted by all Responders is public with the exception of data classified as private/non-public trade secret data under Minn. Stat. § 13.37 of the Minnesota Government Data Practices Act.

If the Responder believes private/non-public data is included in its Submission, Responder shall clearly identify the data and provide the specific rationale in support of the asserted classification. Responder must type in bold red letters the term "CONFIDENTIAL" on that specific part or page of the Submission which Responder believes to be confidential. Classification of data as trade secret data will be determined

pursuant to applicable law, and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

The Responder agrees, as a condition of submitting its Submission, that the County will not, as between the parties, be liable or accountable for any loss or damage which may result from a breach of confidentiality related to the Submission. Typically, pricing, fees, and costs are public data. The Responder agrees to indemnify and hold the County, its officials, agents, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision.

***Small Business Enterprise Certification Status Form**

Hennepin County is committed to ensuring that Small Business Enterprises (SBEs) are provided equal access to contracting and subcontracting opportunities. To be certified as an SBE, a vendor must meet gross annual sales and location criteria. Certification of small businesses is done by the City of Saint Paul, which represents the Central Certification (CERT) Program, a collaborative program that includes four local jurisdictions: Hennepin County, the City of Minneapolis, Ramsey County, and the City of Saint Paul. Information regarding SBE certification including an application form can be found at <https://www.stpaul.gov> or by calling (651) 266-8900. Information regarding Hennepin County’s SBE Program can be obtained by calling Cynthia Weyrens at (612) 348-4496 or cynthia.weyrens@hennepin.us.

Attachments

Attachment 1 – Hennepin County Terms and Conditions

Attachment 2 – Small Business Enterprise (SBE) Certification Status form

Attachment 3 – Hennepin County Substitute Form W-9

Attachment 1 – Hennepin County Terms and Conditions

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Information Technology Department, A-1900 Government Center, 300 South 6th Street, Minneapolis, Minnesota 55487, and **Contractor Name**, a corporation organized and existing under the laws of the State of **State Name** and having its principal place of business at **Contractor Address** (“CONTRACTOR”).

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence on January 1, 2021 and expire on December 31, 2022 unless cancelled or terminated earlier in accordance with the provisions herein. CONTRACTOR agrees to furnish services to COUNTY, upon request and in accordance with the administrative process described in Section 2.

Execution of this Agreement does not guarantee that COUNTY will use CONTRACTOR for any minimum amount of service.

2. SERVICES TO BE PROVIDED

Services to be provided under this Agreement must be arranged through the following administrative process:

- a) COUNTY may propose an engagement to CONTRACTOR and/or other vendors by communicating the initial terms of the proposed engagement in a HENNEPIN COUNTY INFORMATION TECHNOLOGY (HCIT) CONSULTANT PROGRAM STATEMENT OF WORK FORM, (“Statement of Work”), a blank sample of which is attached as Exhibit A.
- b) CONTRACTOR may reply or not reply to any proposed Statement of Work. If CONTRACTOR elects to respond, the resumes of qualified personnel shall be sent directly to COUNTY’s identified engagement manager and must include and identify the staff expected to perform and the proposed hourly rate(s) for applicable staff.
- c) COUNTY may, thereupon, prepare a HENNEPIN COUNTY INFORMATION TECHNOLOGY (HCIT) UMBRELLA PROGRAM CONSULTANT SERVICE AUTHORIZATION (a “proposed Consultant Service Authorization”), a blank sample of which is attached as Exhibit B, for signature by the selected

CONTRACTOR. CONTRACTOR shall sign and return one signed copy of the proposed Consultant Service Authorization. No work shall commence until the proposed Consultant Service Authorization form has been signed by COUNTY. A proposed Consultant Service Authorization that has been duly signed by both parties may be referred to herein as an “Authorized CSA”.

COUNTY shall have the right to cancel or suspend the work of any CONTRACTOR’s personnel provided through this Agreement without prior notification and without termination of this Agreement. In such events, CONTRACTOR shall be paid for service rendered through the date of cancellation or suspension.

COUNTY shall have the right to request replacement of any CONTRACTOR personnel, at its sole discretion. Upon receiving COUNTY’s request to remove and replace personnel from an engagement, CONTRACTOR shall immediately notify COUNTY when a suitable replacement would be available.

CONTRACTOR confirms, transfers, assigns, and conveys to COUNTY all right, title, and interest in all intellectual property which CONTRACTOR may create, conceive, develop, or originate either individually or jointly with others, and which arises out of the performance of this Agreement, including but not limited to copyrights, patents, trade secrets, trademarks, service marks, and rights in data or other technology (“Intellectual Property Rights”). As applicable, all works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act. CONTRACTOR shall, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to establish, protect, and preserve COUNTY’s Intellectual Property Rights.

For clarification, each party shall retain ownership of intellectual property developed prior to or outside of this Agreement (“Pre-existing IP”). However and as applicable, CONTRACTOR grants COUNTY a perpetual, irrevocable, royalty-free license to use Pre-existing IP for COUNTY’s business purposes or as otherwise set forth in an Authorized CSA.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

CONTRACTOR agrees to comply with the provisions of the Non-Disclosure Agreement, attached as Exhibit C.

3. PAYMENT FOR SERVICES

CONTRACTOR shall be paid at the hourly rate that is agreed to by the parties and set forth in the applicable Authorized CSA. Upon meeting the payment contingencies set forth in the applicable Authorized CSA, payment for services shall be made directly to CONTRACTOR upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit invoices no more frequently than monthly for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice.

Unless expressly approved in writing by COUNTY, CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

Except for the payments expressly set forth in a duly entered Authorized CSA, costs and expenses for travel, airfare, lodging, per diem, parking, mileage, ground transportation, and all other costs or reimbursable expenses shall be paid by the CONTRACTOR and not reimbursed by the COUNTY.

4. WARRANTIES AND OBLIGATIONS

COUNTY may, in its sole discretion, grant CONTRACTOR limited access to COUNTY computer/data systems including but not limited to COUNTY computers, networks, databases, applications and/or environments ("County Systems") exclusively for the purposes of performing hereunder. County Systems may be owned by COUNTY or may be licensed by COUNTY from a third party. If COUNTY grants access to County Systems, CONTRACTOR and all CONTRACTOR personnel with access to County Systems shall comply with then applicable COUNTY data practices and information technology security policies, procedures, rules, and directions when accessing and using County Systems. Compliance with said requirements is supplemental to CONTRACTOR's duty to comply with applicable laws and regulations and CONTRACTOR's ordinary duty of care in such situations.

For clarification and not limitation of the foregoing, CONTRACTOR's access to County Systems shall be subject to the following: (i) CONTRACTOR shall notify all personnel with access to County Systems of the obligations imposed by this Agreement and shall ensure that all personnel agree, in writing, to protect and keep private and secure access passwords and to not release passwords to any unauthorized individual; (ii) personnel performing on behalf of CONTRACTOR shall complete COUNTY approved data practices and security training as required by COUNTY; (iii) if CONTRACTOR utilizes

its own systems, software or equipment in the performance of this Agreement, the same shall meet or exceed COUNTY's technical operating and security system requirements, including but not limited to installing and/or maintaining COUNTY approved firewalls, proxies, filters and other monitors and controls; (iv) CONTRACTOR shall not alter or disable any hardware or software security programs residing on County Systems; (v) access to and use of County Systems shall be strictly limited to that necessary for performance of Services hereunder; (vi) CONTRACTOR shall immediately notify COUNTY of any known or suspected County System incidents or breaches, then comply with all responsive directions provided by COUNTY; and (vii) if any CONTRACTOR personnel with access to County Systems no longer requires said access and/or is no longer performing services hereunder, CONTRACTOR shall immediately notify COUNTY and ensure that said individual no longer has access to County Systems, including but not limited to deleting, eliminating and destroying all access points, usernames, passwords and/or other applicable credentials. Any notice required by the foregoing shall be provided to the COUNTY Contract Administrator (as identified in the CONTRACT ADMINISTRATION provisions below).

COUNTY may terminate, deny or revoke access to County Systems at any time and without notice.

CONTRACTOR represents and warrants that the Software and the media used to distribute it are and shall be free of: (1) code that may disrupt, damage, or interfere with COUNTY's use of its computers, systems and/or telecommunications, e.g., malicious code, viruses, etc.; (2) devices that are capable of automatically or remotely stopping the Software from operating, e.g., passwords, fuses, time bombs, etc; (3) other harmful code; and (4) any 'back doors' or 'trap doors' which allow for bypassing any security features.

CONTRACTOR represents and warrants that it will provide competent individuals with the skills, knowledge, and training necessary to perform Support and related services for COUNTY under this Agreement. Said individuals will perform such Support and related services in a diligent and professional manner, in strict compliance with all performance specifications, and in accordance with generally accepted industry standards.

CONTRACTOR shall comply with COUNTY's rules, policy and direction regarding access to COUNTY facilities. COUNTY may deny CONTRACTOR access to any COUNTY facility at any time and may remove any CONTRACTOR personnel from COUNTY facilities at any time and in COUNTY's sole discretion. CONTRACTOR shall not allow unauthorized personnel to access COUNTY facilities.

CONTRACTOR represents and warrants (i) that it is the lawful owner of the tools, products and other materials used in performing hereunder, including but not limited to software, hardware, documentation, and/or any other item ("CONTRACTOR Materials"), or, to the extent CONTRACTOR is not the lawful owner of the CONTRACTOR Materials, that CONTRACTOR has all rights necessary to use the CONTRACTOR Materials as indicated herein; and (ii) that any deliverables, code, software, applications, documentation or other materials provided to COUNTY

hereunder do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names. When legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any such material supplied to the COUNTY hereunder and shall provide a copy of said consent to COUNTY upon request.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes, Chapter 176) or claims of discrimination arising out of applicable law against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

7. AFFIRMATIVE ACTION

CONTRACTOR may be granted an exemption from the requirements of this Section for one of the following reasons:

- (1) Contract is for emergency or life safety-related purchases;
- (2) CONTRACTOR has no facilities and has no more than one employee operating within the geographic boundaries of Hennepin County;

- (3) CONTRACTOR had an average of forty (40) or fewer full-time/benefit-earning employees during the twelve (12) months preceding the submission of the bid, request for proposal or execution of this Agreement; or
 - (4) Pursuant to Hennepin County Board policy, the County Administrator or his/her designee granted an exemption.
- A. Requirements. In accordance with Hennepin County Board Resolution and subject to the applicable exemptions, if any, listed above, if this Agreement is for a sum over \$100,000 or is amended to exceed \$100,000, then CONTRACTOR shall abide by COUNTY's Affirmative Action requirements for COUNTY contractors. Those requirements, for purposes of this Agreement, are consistent with those imposed for state contractors pursuant to Minnesota Statutes, sections 363A.36 to .37 and Minnesota Rules, parts 5000.3200 to 5000.3600.
- B. Compliance; Remedies. CONTRACTOR shall demonstrate compliance by submitting and maintaining a workforce certificate from the Minnesota Department of Human Rights (MDHR), unless COUNTY provides for alternative certification. CONTRACTOR shall remain in compliance with all applicable requirements through the term of this Agreement. CONTRACTOR shall also provide all compliance documentation requested by the MDHR or by COUNTY, and shall cooperate with all compliance activities, including but not limited to site visits. If CONTRACTOR fails to demonstrate good faith efforts to correct any identified Affirmative Action deficiencies or fails to submit requested reports or information required by COUNTY or the MDHR, or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation or termination of this Agreement.

8. INDEMNIFICATION

- A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, suits, causes of action, proceedings, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure

and/or use of protected data, or other noncompliance with the requirements and/or the provisions set forth herein.

B. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, breach of warranty, or other noncompliance with the provisions herein.

C. If a claim, suit, action or proceeding may endanger or disrupt COUNTY'S quiet use and enjoyment of the Software, CONTRACTOR shall, at CONTRACTOR's sole expense, achieve the following results in the listed order of preference: (1) secure for COUNTY the right to continue using the Software; or (2) replace or modify the Software to make it non-infringing without degrading its performance or utility; or (3) refund all monies paid by COUNTY to CONTRACTOR under the Agreement within thirty (30) days of said election, for any Software functionality or for any Services that COUNTY is unable to use.

The foregoing shall not limit the COUNTY'S remedies under the terms of this Agreement at law or in equity.

9. INSURANCE

A. With respect to the services provided pursuant to this Agreement, CONTRACTOR shall at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages, or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	<p style="text-align: center;"><u>Commercial General Liability (CGL)</u></p> <p style="text-align: right;">General Aggregate</p> <p style="text-align: right;">Products—Completed Operations Aggregate</p> <p style="text-align: right;">Personal and Advertising Injury</p> <p style="text-align: right;">Each Occurrence—Combined Bodily Injury and Property Damage</p>	<p>\$2,000,000</p> <p>\$2,000,000</p> <p>\$1,500,000</p> <p>\$1,500,000</p>

	Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	
(2)	<p style="text-align: center;"><u>Workers' Compensation and Employer's Liability</u></p> <p style="text-align: right;">Workers' Compensation Employer's Liability: Bodily injury by accident—Each Accident Employer's Liability: Bodily injury by Disease—Policy Limit Employer's Liability: Bodily injury by Disease—Each Employee</p> <p>If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.</p>	Statutory \$500,000 \$500,000 \$500,000
(3)	<p style="text-align: center;"><u>Professional Liability (PL/E&O)</u></p> <p style="text-align: right;">Per Claim Aggregate</p> <p>The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.</p>	\$1,500,000 \$2,000,000
(4)	<p style="text-align: center;"><u>Automobile Liability</u></p> <p>CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.</p>	\$500,000
(5)	<p style="text-align: center;"><u>Cyber Security and/or Privacy Liability</u></p> <p>Insurance shall cover claims, which may arise from failure of CONTRACTOR's security resulting in harm, including but not limited to, computer attacks, unauthorized access, disclosure of not public, confidential or private data/information, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.</p>	\$5,000,000

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- 1) Scope of services;
- 2) Delays in project completion and cost overruns;
- 3) Who is authorized to notify the carrier of a claim or potential claim; or
- 4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed CONTRACTOR's coverage limits; or (ii) are covered under the CONTRACTOR's policies. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Hennepin County as the certificate holder, and as an additional insured for the required commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by COUNTY, shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two (2) business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish

proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR's insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA PRIVACY AND SECURITY

A. CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including asserted trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

B. As used herein, "County Data" shall mean any data, information or documentation in any format or media, electronic or otherwise (i) that is provided to CONTRACTOR by or on behalf of COUNTY at any time and in any manner;

(ii) that is acquired by CONTRACTOR by virtue of access to COUNTY data, information, documentation, premises, personnel, clients, computers or systems; (iii) that is created by CONTRACTOR for or on behalf of COUNTY in the course of performance hereunder; or (iv) that is otherwise acquired in relation to or in the course of performing under this Agreement. Further, as applicable throughout this Agreement, the term "County Data" shall include any subset, portion, piece, view, duplication, copy, or sampling of any County Data.

Except as expressly provided in this Agreement, CONTRACTOR shall acquire no right, title or interest in any County Data. If CONTRACTOR has access to or possession or control of County Data, (i) CONTRACTOR shall protect County Data from unauthorized access; and (ii) CONTRACTOR shall use, control and safeguard County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules, and direction. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules, and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. Neither CONTRACTOR, nor any CONTRACTOR personnel, agents, employees, or subcontractors shall use, disclose or otherwise make available any County Data during the term of this Agreement or at any time thereafter except as required to perform services for COUNTY hereunder or as required by law or with COUNTY's express written consent.

CONTRACTOR shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing provisions shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

Further, CONTRACTOR shall comply with the terms of the Rules of Conduct on Hennepin County Leased or Owned Property, attached as Exhibit D and incorporated by this reference.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.
- E. CONTRACTOR shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Within thirty (30) days following expiration, cancellation or termination of this Agreement:
 - 1. At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
 - 2. As between the parties, COUNTY shall have full ownership and control of all County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not,

without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.

3. Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY, including but not limited to all duly authorized shared copies of County Data as well as all copies, duplicates, subsets, pieces or samplings thereof. Except to the extent directed by COUNTY to return or destroy County Data, CONTRACTOR shall not be relieved of any obligation to maintain records as required by separate agreement with COUNTY.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
 - D. Nothing in this Agreement is intended to nor shall be construed as limiting or modifying any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
 - E. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
 - F. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
 - G. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and

accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY/SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Information Technology Department so as to accomplish the purposes of this Agreement, Julie Gilasevitch, Senior Contract Services Analyst, or successor (“Contract Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

Contact Information:

Sierra Dadovich, Senior Contract Services Analyst
Office of the Chief Information Officer
Hennepin County Information Technology
A-1900 Government Center
300 South 6th Street
Minneapolis, Minnesota 55487

Sierra.dadovich@hennepin.us
612.543.2940

(NAME) shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the

name, phone number, and email of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

19. RECYCLING

COUNTY encourages CONTRACTOR to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages CONTRACTOR to educate employees about the recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR's Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

Date: _____

COUNTY OF HENNEPIN

STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
Assistant/Deputy/County Administrator
Department Director of _____

Date: _____

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

HENNEPIN COUNTY INFORMATION TECHNOLOGY (HCIT)
UMBRELLA CONSULTANT PROGRAM
STATEMENT OF WORK FORM

Hennepin County Office of the CIO A1900 Government Center 300 South 6 th Street Minneapolis, MN 55487-0190	STATEMENT OF WORK Proposed engagement for the services of an IT consultant under a current IT Umbrella Contract
--	--

This Statement of Work is completed by a Hennepin County department requesting IT professional services through the Hennepin County IT Umbrella Program. The county engagement manager will oversee and approve work performed by the IT Umbrella Contractor.

Completed Statements of Work are signed or electronically approved by the relevant Business Information Officer and forwarded to [IT.CIO.Secretary](#) for distribution to eligible vendors.

County Engagement Manager: _____

County Department: _____ Fund Number: _____ Dept ID Number: _____

IT Project/PMO Title: _____

Total estimated hours (if applicable): _____ Estimated not-to-exceed amount: \$ _____

Estimated start date: _____ Estimated end date: _____

IT Umbrella Vendors: Please review the engagement details provided below and submit a detailed offer including fee schedule, names and qualifications of the resources to be assigned, references, and a proposed solution to the county's needs.

Submissions due by: _____

1. County business need/project background:

2. Scope of services/description of work to be performed

3. Specific skills/experience required:

4. Project deliverables:

5. Additional submission requirements/instructions to proposers:

- If the proposed solution includes the use of a subcontractor, please identify that arrangement in the proposal.

6. Submissions and questions may be addressed to:

COUNTY BUSINESS INFORMATION OFFICER/IT MANAGER SIGNATURE

I agree that this Statement of Work accurately describes the requested work to be performed; that the total hour estimates is based on a reasonable time-specific, milestone-based work plan; and there are sufficient funds to pay for the requested work.

COUNTY	Department:
---------------	-------------

Please Sign Here		
	County Authorized Signatory (Printed):	Title:
	Signature:	Date:

Revised 4/2018

Reference only

Exhibit B

**HENNEPIN COUNTY INFORMATION TECHNOLOGY (HCIT) UMBRELLA
PROGRAM CONSULTANT SERVICE AUTHORIZATION**

IT Project Title [Project Management Office (PMO) Title, if applicable]						
County Department			County Engagement Manager			
County Division Manager			County Business Information Officer (BIO)			
Contractor Legal Name/DBA			HCIT Agreement No.		PMO Project No. if applicable	
Consultant(s) Name(s)		Fund	Acct 52124	Center (Dept ID)	Activity ID	Bus Unit (i.e. HNCTY)
Services Provided			Dates of Service Start:		End*:	
Basis of fee: Billable hourly rate/s pursuant to the Agreement \$ _____			Total not-to-exceed amount for the project: Include any County-approved reimbursable expenses, pursuant to the Agreement \$ _____			
<p>CONTRACTOR shall perform the services as set forth herein and in accordance with the attached Hennepin County Umbrella Consultant Program Statement of Work Form, hereby incorporated by this reference.</p> <p>Pursuant to the Agreement, subcontractors are not permitted without prior written consent of the COUNTY. If CONTRACTOR is requesting approval of a subcontractor, please indicate subcontractor name below. If approved, COUNTY will provide separate written consent.</p> <p>Proposed Subcontractor Name: _____</p> <p>COUNTY shall have the right to cancel or suspend any consulting engagement upon written notice. In such event, CONTRACTOR shall be paid for services rendered through the date of cancellation or suspension.</p> <p>Invoicing will occur no more frequently than monthly and will be submitted electronically to IT.CIO.Secretary@hennepin.us.</p>						
_____ CONTRACTOR Authorized Signatory		_____ Title		_____ Date		

OFFICE OF THE HENNEPIN COUNTY CHIEF INFORMATION OFFICER (CIO)

The CONTRACTOR is hereby authorized to perform the above stated professional services subject to the terms and conditions of the Agreement and the attachments.

Chief Information Officer or Designee

Date

*Anticipated Project end date but not later than December 31 of the current year.

Reference only

NON-DISCLOSURE AGREEMENT

Pursuant to the terms of Agreement, the parties agree as follows:

In accordance with the terms of the Agreement, CONTRACTOR (as further described below) may gain access to, certain data, information and documentation for the purpose of providing services to COUNTY (the "Project").

References to CONTRACTOR herein shall include CONTRACTOR's personnel including but not limited to CONTRACTOR's employees, directors, officers, subcontractors, partners, volunteers and all other agents and representatives that may have access to County Data (as defined below) or that may participate in or perform services related to the Project (said individuals may, collectively or individually, be referred to as "Personnel").

As used herein and as consistent with applicable law, "County Data" shall mean any data, information or documentation in any format or media, electronic or otherwise: (i) that is provided to CONTRACTOR by or on behalf of COUNTY at any time and in any manner; (ii) that is acquired by CONTRACTOR by virtue of access to COUNTY data, information, documentation, premises, personnel, clients, computers or systems; (iii) that is created by CONTRACTOR for or on behalf of COUNTY in the course of performance hereunder; or (iv) that is otherwise acquired or created in relation to the Project or this Agreement. Further, as applicable throughout this Agreement, the term "County Data" shall include any subset, portion, piece, view, duplication, copy, or sampling of any County Data.

The parties agree as follows:

1. CONTRACTOR shall access, use, control, protect and safeguard all County Data in compliance with the terms of this Agreement.
2. CONTRACTOR shall control, protect and safeguard all County Data from unauthorized access.
3. CONTRACTOR shall only access and use County Data as directed by COUNTY and as reasonable and necessary for the Project.
4. Except as required by law or as directed in writing by COUNTY, CONTRACTOR: (i) shall not disclose, sell, market, distribute or otherwise make any County Data available to any third-party other than duly authorized Personnel as set forth herein; (ii) shall not obtain, access, view, use, copy, duplicate or replicate the County Data for any use or purpose other than the Project; and (iii) shall not sell, exploit, or further develop the County Data.
5. CONTRACTOR shall restrict access to County Data to only those Personnel that need such access for the purpose of the Project. CONTRACTOR shall maintain a list of individuals to whom County Data access is provided and shall make said lists available upon request.

6. Prior to receiving or acquiring any County Data, CONTRACTOR shall advise any Personnel that may have access to County Data of the obligations imposed by this Agreement. CONTRACTOR shall not permit any individual to access County Data unless and until the individual has executed an agreement sufficient: (i) to ensure compliance with the obligations herein; (ii) to protect and safeguard the County Data; and (iii) to ensure protection of COUNTY's rights under this Agreement. CONTRACTOR shall make said agreements available upon request.

7. CONTRACTOR shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA") and all other applicable law, rules, regulations and orders relating to data privacy or confidentiality. CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, as provided in Minnesota Statutes § 13.05, subdivision 11, and may be held liable under the MGDPA for noncompliance.

8. CONTRACTOR shall immediately notify COUNTY in the event CONTRACTOR receives a request or demand for data, including but not limited to a request/demand made under the MGDPA, subpoenas, Court Orders or other legal processes. CONTRACTOR shall cooperate with COUNTY, at COUNTY's request, in any lawful effort by COUNTY to contest the validity or scope of such request, demand, subpoena, Court Order or other legal process.

9. Nothing in this Agreement is intended to nor shall be construed as conveying to CONTRACTOR, either expressly or by implication, any right, title or interest in any County Data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

10. As directed in writing by COUNTY, CONTRACTOR will promptly return or destroy all County Data, including but not limited to all duly authorized shared copies of County Data as well as CONTRACTOR's copies, duplicates, subsets, pieces or samplings thereof. Except to the extent directed by COUNTY to return or destroy County Data, CONTRACTOR shall not be relieved of any obligation to maintain records as required by separate agreement with COUNTY.

11. CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from: (i) CONTRACTOR's failure to duly use, control and safeguard County Data; (ii) CONTRACTOR's prohibited use, distribution, disclosure or sharing of County Data; (iii) CONTRACTOR's failure to comply with applicable law including but not limited to the MGDPA; (iv) CONTRACTOR's breach of or failure to comply with any provisions of this Agreement; and (v) any other liability or claims related to the County Data, the Project or this Agreement.

12. Except for CONTRACTOR's indemnification obligations, neither party will be liable to the other for any of costs or expenses incurred or associated with this Agreement or performance hereunder. This Agreement does not in any way bind the parties to enter into or continue a business relationship of any type.

13. CONTRACTOR acknowledges and agrees that it would be difficult to fully compensate the COUNTY or its constituents for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, COUNTY will be entitled to seek injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish CONTRACTOR's indemnification obligation or COUNTY's right to claim and recover damages.

14. Each party shall comply with all applicable law, regulations, rules and ordinances currently in force or later enacted.

15. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

16. This Agreement may be immediately cancelled with or without cause by COUNTY upon written notice or upon verbal notice if followed by written notice sent registered or certified mail to the parties hereto at the addresses identified above.

17. Provisions that by their nature are intended to survive termination of this Agreement shall survive accordingly.

18. The rights, duties and obligations established herein are in addition to the rights, duties and obligations set forth in other agreements between the parties. If there is a conflict between the terms of this Agreement and any other agreement, the terms of this Agreement shall prevail.

19. This Agreement shall be governed by the laws of the State of Minnesota.

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Rules of Conduct on Hennepin County Leased or Owned Property

Contractor shall abide by the Rules of Conduct on Hennepin County Leased or Owned Property (“Rules of Conduct”) as stated in this Exhibit D. The term “Contractor Personnel” shall mean Contractor’s employees, agents, subcontractors, affiliates, officers, directors, invitees, and all persons who are engaged by or directed by the Contractor to provide goods or services under this Contract.

Contractor shall invite only those persons performing tasks on behalf of Contractor in connection with the Contract onto County leased or owned property (herein the “Premises”). Contractor agrees to maintain proper vigilance so as to insure that Contractor Personnel shall discharge their duties in a safe, courteous, and efficient manner while on or near the Premises.

Contractor agrees that no equipment, items, or property of any kind other than such as might normally be brought upon the Premises as an incident to the reasonable use thereof for the purposes specified by the County or in fulfillment of the Contract will be brought upon the Premises.

Contractor shall not use, suffer, or permit the use of the Premises in any manner or for any purposes that in the reasonable judgment of the County would:

1. violate any provision in the Contract;
2. be or potentially become unlawful;
3. be or potentially become in contravention of the County’s Certificate of Occupancy for the Premises;
4. impair or interfere in any way with the Premises or the proper and economic heating, air conditioning, cleaning or other servicing of the Premises or impair or interfere with the use of the Premises by, or occasion discomfort, inconvenience or annoyance to, any occupants of or visitors to the Premises or impair the appearance of the Premises or interfere with the normal activities carried out on the Premises;
5. be or potentially become prejudicial to the business of the County or the Premises;
6. reflect unfavorably on the County or the Premises; or
7. confuse or mislead the public as to any connection or relationship between the County and Contractor.

Contractor shall take precaution so as not to allow injury or damage to the Premises. Contractor shall pay the cost of remediating any damage to the Premises caused by Contractor Personnel. No rubbish, dirt, overshoes, umbrellas, mats or other articles, items, or things shall be put in public areas of the Premises by Contractor Personnel.

Contractor shall observe and comply with all of the County’s present and future rules and regulations (e.g. ordinances, resolutions, written policies) regarding the Premises and/or individual

or group conduct on the Premises.

Upon completion or termination of the Contract or at the direction of the County, Contractor shall promptly vacate the Premises, removing its equipment, items, and property of any kind, and deliver up those areas of the Premises occupied by Contractor quietly and in the same or better order and condition as those areas of the Premises were when first occupied by Contractor.

Any equipment, items, or property of any kind that Contractor leaves on the County's Premises after a reasonable time to vacate the Premises, as determined in the sole and absolute discretion of the County, shall be deemed to have been abandoned, and may either be retained by the County as its property or may be disposed of in such manner as the County deems appropriate. All costs incurred by the County, including expenses and the time value of the County's labor and administration, relating to the disposal, removal, or storage of Contractor's abandoned property will be charged back to the Contractor or set-off from payments due to the Contractor.

Except for willful or gross negligence by the County, the County is not liable, and Contractor holds the County harmless, for any loss or damage which the Contractor may sustain from:

1. injury or damage to the Contractor or for any damage to or loss (by theft or otherwise) of, or loss of use of, any property of the Contractor, or property in the Contractor's possession, including any injury, loss or damage to persons—and property belonging to them—who have been invited on the County's Premises by the Contractor;
2. interruption in any service from any cause whatsoever;
3. any act by persons not employed by the County or under the County's direct control;
4. personal and/or bodily injury; or
5. any loss incurred by the Contractor including but not limited to loss of revenue and/or profit, whether anticipated or actual, resulting from its inability to use the Premises.

In Contractor's provision of goods or services to the County, Contractor shall take all reasonable measures, including following all the standards of its industry, to ensure no harm of any nature comes to the Premises or people on the Premises.

In the performance of the Contract, Contractor shall not use Contractor Personnel on or near County Premises who may use improper language or act in a loud, boisterous, or otherwise improper manner. Contractor shall not tolerate harassment or offensive conduct by Contractor Personnel against any other Contractor Personnel or against any of the County's employees, agents, contractors, affiliates, elected officials, invitees, the public or any other person upon County Premises. Harassment or offensive conduct includes, but is not limited to, unwelcome or offensive language, gestures, bodily contact or any other type of odious action. Contractor shall adhere to Data Privacy requirements as set forth in the Contract. The County will not tolerate harassment or offensive conduct by Contractor Personnel against any of the County's employees, agents, contractors, affiliates, elected officials, invitees, the public or any other person upon County Premises. The County will not tolerate loud, boisterous, or otherwise unprofessional behavior on the Premises. Upon request by

the County, Contractor shall immediately remove from the Premises any Contractor Personnel acting in an odious or offensive manner, as determined in the sole and absolute discretion of the County.

Following are examples, not an all inclusive list, of actions **NOT ALLOWED**:

1. entering any restricted or non-public area of the Premises, except during the days and times expressly permitted by the Contract;
2. allowing unauthorized persons (including family and friends) to enter any restricted or non-public area of the Premises;
3. opening or going through any County property (e.g. desk drawers, cabinets); use of any County tools, equipment, property, or supplies without prior authorization by the County (e.g. calculators, computers, radios, telephones, and fax machines or other office equipment or property);
4. theft or aiding in the theft of any County property;
5. sleeping on the job;
6. taking any scrap material or any item, property, or material from the Premises that does not belong to the Contractor;
7. tobacco use is prohibited in and on the Premises and tobacco use is prohibited within a 15 yard radius (45 feet) of street level entrances to the Premises. The Premises includes, but is not limited to: the grounds of County-owned property; the grounds of property that is leased in its entirety by the County; and on or in the County parking garages, lots, and ramps, including within personal vehicles on the Premises. The entire area on Sixth Street underneath the Government Center is designated tobacco free; and
8. possession of firearms or any other weapon on or near the Premises, even if Contractor Personnel is legally permitted to carry a firearm or weapon.

Any items or articles of apparent value found by the Contractor on the Premises shall be turned over to the County. If Contractor finds any suspicious items or articles or notices persons loitering or conducting themselves in a manner to arouse suspicion or possibly in need of help, Contractor shall immediately report this information to the County.

Attachment 2 – Small Business Enterprise (SBE) Certification Status form

Attached in the Event Comments and Attachments page of the event.

Attachment 3 – Hennepin County Substitute W-9 form

Attached in the Event Comments and Attachments page of the event.