

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

This contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management ("State") and City of St. Paul, Department of Fire and Safety Services, 100 East 11th Street, St. Paul, MN 55101 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 and 299A.50, Subd. 2, and Reorganization Order #191 the State is empowered to enter into contracts with other state departments and agencies, local units of government, other states, Indian tribes, the federal government, or other nonpublic persons to implement the provisions of Minnesota Rules, Chapter 7514.
2. The State is in need of professional/technical services from regionally located Hazardous Materials Emergency Response Teams and Chemical Assessment Teams to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
3. The Contractor is empowered to enter into this contract pursuant to Minn. Stat. § 471.59, Subd 10.
4. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

- 1.1 **Effective date:** July 1, 2007, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** June 30, 2009, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 14 Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, except as defined in Minn. Stat. § 299A.51, Subd 1 and 2, will:

- 2.1 be responsible for all terms, tasks and conditions assigned by Minn. Stat. §§ 299A.48 to 299A.52 and Minnesota Rules, Chapter 7514, including but not limited to the following:
 - (A) Respond to hazardous materials incidents occurring in Contractor's primary and secondary response areas when requested;
 - (B) Respond to any response area in the state when directed to do so by the Commissioner of Public Safety (*Minnesota Rules, Chapter 7514.0900, Subpart 1*);
 - (C) Coordinate on-scene emergency response operation with local, state and federal agencies, Indian tribes, and private response organizations through the Minnesota Incident Management System (*Minnesota Rules, Chapter 7514.01800, Subpart 1*);
 - (D) Ensure that team members are in compliance with the initial, continuing education, and team training requirement established in Minnesota Rules, Chapter 7514.0600, Subparts 1 to 4, and annually certify such compliance to the Commissioner (*Minnesota Rules, Chapter 7514.0600, Subpart 6*);
 - (E) Ensure that team members are in compliance with the medical requirements established in Minnesota Rules, Chapter 7514.0600, Subpart 7, and annually certify such compliance to the Commissioner (*Minnesota Rules, Chapter 7514.0600, Subpart 7*);
 - (F) Deploy team personnel and equipment to a hazardous materials incident within an average of fifteen (15) minutes from the time the decision is made to dispatch the team (*Minnesota Rules, Chapter 7514.0500*). For purposes of the clause, the decision to dispatch the team will be considered made at the time the Contractor's point of contact for purposes of dispatching the team, as identified in Appendix E, is notified by the State;

- (G) Ensure compliance with all other employer requirements established in Minnesota Rules, Chapter 7514.0600;
- (H) Conduct a formal evaluation of the team's response to each incident as required by Minnesota Rules, Chapter 7514.1300;
- (I) Submit a detailed report of the team's response to an incident as required by Minnesota Rules, Chapter 7514.0900, Subpart 7, and take all appropriate measures to identify to the State the responsible person of each incident, to include Social Security number or Federal Tax Identification number;
- (J) Designate a primary and alternate representative to the Hazardous Materials Regional Response Team Program Advisory Committee, who will attend all meetings of the committee and have the authority to make recommendations on behalf of the Contractor;
- (K) Designate a primary and alternate representative who will receive training in applying the suggested operating guidelines and other administrative procedures of the Hazardous Materials Regional Response Team Program, provided by the Commissioner, as required by Minnesota Rules, Chapter 7514.0700, Subpart 2, and who will be responsible for providing that instruction to other team members;
- (L) Maintain and store emergency response vehicles and equipment, whether loaned to Contractor by the State, or owned by the Contractor, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs or replacement. Contractor must immediately notify the State whenever Contractor is not available for emergency response as a result of such circumstances;
- (M) Submit claims for recoverable costs to the Commissioner as required by Minnesota Rules, Chapter 7514.1700, Subparts 1 and 3, and take all appropriate measures to identify to the State the responsible person for each incident, to include Social Security number or Federal Tax Identification number;
- (N) Maintain the minimum composition of team members required by Minnesota Rules, Chapter 7514.0800.
- (O) Respond to incidents to perform the functions of a Chemical Assessment Team as required by Minnesota Rules, Chapter 7514.0900, subparts 3 and 4, with a minimum of three (3) and a maximum of five (5) persons certified to the levels of hazardous materials training required by Minnesota Rules, Chapter 7514.0800 Subpart 6;
- (P) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing simple mitigation to the hazardous materials incident and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors (Minnesota Statute, Chapter 299A.49, subpart 2);
- (Q) Respond to incidents in conjunction with an Emergency Response Team to assess an incident, develop and recommend mitigation strategies, and assist with response operations (Minnesota Rules, Chapter 7514.0900, Subpart 4).

2.2 In addition, when functioning as an Emergency Response Team, Contractor will:

- (A) Maintain the minimum composition of team members required by Minnesota Rules, Chapter 7514.0800.
- (B) Respond to each incident as an Emergency Response Team with a minimum of nine (9) persons certified to the levels of hazardous materials training required by Minnesota Rules, Chapter 7514.0800, Subpart 5.
- (C) Respond to incidents and assist local authorities by taking emergency actions necessary to protect life, property, and the environment from the effects of a release of a hazardous material. (*Minnesota Rules, Chapter 7514.0900, Subpart 2*).
- (D) Take emergency actions at the scene of a hazardous materials incident including, but not limited to, preventing the release, mitigating the effects of the release, and stabilizing the emergency situation (Minnesota Rules, Chapter 7514.0900, subpart 2).
- (E) Respond to incidents to perform the functions of a Chemical Assessment Team as required by Minnesota Rules; Chapter 7514.0900 Subpart 3 and 4, with three (3) persons certified to the level of hazardous materials training required by Minnesota Rules, Chapter 7514.0800, Subpart 6.

2.3 Contractor will not be required to respond to calls during the approximate, two week period in which the Republican National Convention is held in the city of St. Paul.

3 Time

The Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.* The State will pay for all services performed by the Contractor under this contract as follows:

- (A) *Compensation.* The Contractor will be paid by the State for the following costs associated to:
- (1) Capital equipment – cost of capital equipment including vehicles not to exceed \$15,000.00.
 - (2) Training – Annual cost of training team personnel not to exceed \$64,000.00.
 - (3) Medical Examinations – Cost of annual medical examinations for team personnel not to exceed \$4,000.00.
 - (4) Consumable Supplies – Initial cost of consumable supplies not to exceed \$5,000.00.
 - (5) Administration – Program administration costs not to exceed \$30,000.00.
 - (6) Maintenance – Equipment maintenance costs not to exceed \$2,000.00.
- (B) Contractor may deviate from proposed budget stated in Clause 4, Section 4.1, Item (A) of this contract increasing and decreasing amounts between approved categories listed as needed and justified with the exception of category (5). Category (5) pertains to administration costs and may not be increased more than 20% without prior written approval from the State's Authorized Representative of this contract. The total amount for Clause 4, Section 4.1, Item (A) may not exceed \$120,000.00 per state fiscal each year (July through June) of this contract, and may not exceed a total of \$240,000.00 for both state fiscal years of the contract. Funds not expended by the Contractor during the first state fiscal year of this contract will be cancelled.
- (C) *Emergency Response Compensation.* Contractor will be reimbursed by the State for the reasonable and necessary costs associated with an actual response as follows:
- (1) Team Personnel Costs:
 - Year One
\$75.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.
 - Year Two
\$80.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.
 - (2) Additional Wage Costs for Local Callback Personnel:
 - Year One
\$38.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.
 - Year Two
\$40.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.
 - (3) Vehicle Operating Costs:
 - Year One
\$100.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$50.00 per hour for additional vehicles.
 - Year Two
\$105.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$53.00 per hour for additional vehicles.
 - (4) Cost of Consumable Supplies Used:
Contractor will submit and itemized invoice for actual costs incurred.
 - (5) Costs of Repair or Replacement of Damaged or Destroyed Equipment:

Contractor will submit an itemized invoice for actual costs incurred. If costs exceed \$500.00, the State may request competitive bids or quotes prior to the repair or replacement of equipment. Contractors, who are municipalities, must comply with municipal bidding laws.

(6) **Communications Costs:**

Contractors will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmissions.

(7) **Administrative Costs Directly Resulting from the Emergency Response:**

Up to \$400.00 per response, including wages and fringe benefits. Contractor may request additional administrative cost compensation, based on an itemized invoice for actual costs incurred, when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

(8) Costs incurred in the use of Special Equipment as provided in Minnesota Rules, Chapter 7514.1200.

(9) Costs associated with providing Support to Cleanup Operations when requested in accordance with Minnesota Rules, Chapter 7514.0900, Subpart 5.

(10) Costs associated with providing Standby Technical Assistance when requested in accordance with Minnesota Rules, Chapter 7514.1600, Subpart 4.

(11) Other Direct Costs incurred by the Contractor as a result of the Emergency Response.

(D) Costs incurred under Clause 4, Section 4.1, Item (C) of this contract for any single response by Contractor may not exceed \$5,000.00, unless authorized by the State.

All necessary and reasonable costs associated with a State authorized emergency response to a hazardous materials incident, incurred the Contractor and authorized by the State, will be billed by the State to the responsible person, and managed by the State through a separate revolving account for such incidents. Contractor agrees that the State subrogates to the rights of the Contractor against the responsible person as defined in Minnesota Statutes 299A.52.

(E) The total obligation of the State for all compensation to Contractor incurred under Clause 4, Section 4.1, Item (A), of this contract will not exceed \$240,000.00.

4.2. **Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and in a form prescribed by the State, and according to the following schedule:

(1) **Contractor Compensation:** Contractor will submit a completed Contractor's Compensation Reimbursement Packet at least annually but not more frequently than monthly for reimbursement of costs identified in Clause 4, Section 4.1, Items (A) and (B) of this contract. Final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2007 through June 30, 2008 must be received by the State no later than July 31, 2008. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2008 through June 30, 2009 must be received by the State no later than July 31, 2009. The State will process completed Reimbursement Packets for compensation within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Items (A) and (B) of this contract will not exceed the limits of this contract.

(2) **Emergency Response Compensation:** Contractor is responsible for submitting a claim for reimbursement for the reasonable and necessary costs associated with a State authorized emergency response to a hazardous materials incident within 45 days of the termination of the response. The claim for reimbursement must be made on State provided forms and must detail the reasonable and necessary costs of the response as provided in Clause 4, Section 4.1, Items (C). The State will process completed forms for

reimbursement within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Item (C) of this contract will not exceed limits of this contract.

(3). *Retainage.* Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

5. **Conditions of Payment**

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representatives**

The State's Authorized Representative is Kris Eide, Director of the Minnesota Division of Homeland Security and Emergency Management, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Robert Morrison, Fire Chief, City of St. Paul, Department of Fire and Safety Services, 100 East 11th Street, St. Paul, MN 55101, (651)228-6214, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

7. **Assignment, Amendments, Waiver, and Contract Complete**

7.1 *Assignment.* The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8. **Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. Minn. Stat. § 299A.51 and Minnesota Rules, Chapter 7514.2000 govern the Contractor's liability. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

9. **State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10. **Government Data Practices**

10.1. *Government Data Practices.* The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as

the same may be amended from time to time) as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State.

11 Workers' Compensation and Other Insurance

The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Except, in accordance with the provisions of Minnesota Statutes, Chapter 299A.51, Subdivision 2, and Minnesota Rules Chapter 7514.2000.

12 Publicity and Endorsement

12.1 *Publicity.* Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract. This provision shall not apply to information provided to the incident commander during a State authorized emergency response to a hazardous materials incident.

12.2 *Endorsement.* The Contractor must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Payment to Subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Termination

16.1 *Termination by the State.* The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor.

(A) In the event of such a termination for cause, Contractor will refund to the State a pro rata amount of the contract and funds received by Contractor for compensation in accordance with Clause 4, Section 4.1, Items (A) and (B). Contractors who have satisfied the requirements of 7514.0600 as determined solely by the State prior to the date of termination will not be subject to the pro rata refund provision contained in this clause.

- (B) In the event of such a termination, Contractor will be entitled to payment of Contractor's Emergency Response Compensation in accordance with Clause 4, Section 4.1, Item (C), incurred under this contract as the result of a State authorized emergency response to a hazardous materials incident, for services performed until the effective date of termination.

16.2 **Termination by Contractor.** This contract may be terminated by Contractor at any time, with or without cause, upon ninety (90) days' written notice to the State.

- (A) In the event of such a termination, Contractor will refund to the State a pro rata amount of the contract and funds received by Contractor for compensation in accordance with Clause 4, Section 4.1., Items (A) and (B). Contractors who have satisfied the requirements of 7514.0600 as determined solely by the State prior to the date of termination will not be subject to the pro rata refund provision contained in this clause.
- (B) In the event of such a termination, Contractor will be entitled to payment of Contractor's Emergency Response Compensation in accordance with Clause 4, Section 4.1, Item (C), incurred under this contract as the result of a State authorized emergency response to a hazardous materials incident, for services performed until the effective date of termination.

17 **Minn. Stat. § 181.59**

The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

18 **Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

- 18.1 **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 18.2 **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 18.3 **Minn. R. 5000.3400-5000.3600.**
- (A) **General.** Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports;

procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

- (B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this contract by reference.

20 Other Provisions: All Appendices A through G referenced below are attached and incorporated into this contract:

- 20.1 Primary Response Area Boundaries: For purposes of Clause 2, Contractor's primary response area boundaries are established as described in Appendix A:
- 20.2 Secondary Response Area Boundaries: For purposes of Clause 2, Contractor's secondary response area boundaries are established as described in Appendix B:
- 20.3 Contractor's Geographic Jurisdiction: For purposes of Clauses 8 and 11, Contractor's normal geographic jurisdiction is established as described in Appendix C:
- 20.4 State owned Vehicles, Trailers and Equipment Loaned to Contractor: State agrees to loan to Contractor the hazardous materials emergency response vehicles and equipment identified in Appendix D, in accordance with the following terms and conditions:
 - (A) Contractor may use and have possession of the vehicles, trailers and equipment identified in Appendix

- D.
- (B) The State will retain title and legal ownership of loaned vehicles, trailers and equipment identified in Appendix D, and provide for their replacement.
 - (C) The State will, upon request of Contractor, train at least one person designated by Contractor in the proper handling, use and maintenance of the vehicles, trailers and equipment identified in Appendix D. The State shall provide this training to Contractor's personnel without cost, other than travel and related expenses.
 - (D) The State will maintain all necessary inventory control records on the vehicles, trailers and equipment identified in Appendix D.
 - (E) The State will administer any manufacturer's warranty claims that may result during Contractor's use of the vehicles, trailers and equipment identified in Appendix D.
 - (F) The State will provide Contractor with technical assistance as necessary regarding the proper handling, use and maintenance of the vehicles, trailers and equipment identified in Appendix D.
 - (G) Contractor will keep and maintain the vehicles, trailers and equipment in proper operating condition.
 - (H) Contractor will re-supply all disposable, expired and consumable components originally provided by the State, and will supply any other necessary disposable and consumable components not provided by State, at Contractor's expense.
 - (I) Contractor will be responsible for the cost of repairing or replacing vehicles, trailers and equipment that have been lost, or in the opinion of the State, has been damaged due to abuse, misuse, or other cause outside the scope of normal wear and tear incurred in routine proper use. The State will determine whether the vehicles, trailers and equipment will be repaired or replaced.
 - (J) Contractor will be responsible for the costs of routine maintenance and repair in accordance with the manufacturer's recommendations.
 - (K) Contractor will return the vehicles, trailers and equipment identified in Appendix D to the State upon termination, expiration, or cancellation of the contract. All such items to be delivered or shipped to the State.
 - (L) Contractor will not permit the vehicles, trailers and equipment to be tampered with or operated by individuals who are not trained in their proper handling and operation.
 - (M) Contractor agrees to designate one or more person(s) to be trained by the State in the proper handling, use and maintenance of the vehicles, trailers and equipment. The Contractor will bear the cost of any travel and related expenses incurred by any person attending training.
 - (N) The person(s) trained by the State in the proper use, handling and maintenance of the vehicles, trailers and equipment will provide that training to Contractor's team members and other appropriate personnel.
 - (O) Contractor will make the vehicles, trailers and equipment available to personnel authorized by the State when required for inventory or inspection purposes.
 - (P) Contractor agrees to provide secure heated storage for vehicles, trailers and equipment identified in Appendix D.
 - (Q) Insurance: Contractor agrees to provide the State a certificate(s) of insurance, or a statement of self-insurance, naming the State as an additional insured under the policy(s) prior to the execution of this contract, for the following coverage:
 - (1) State Owned Vehicles and Trailers Loaned to Contractor:
 - (a) Automobile Physical Damage: Contractor agrees to provide automobile physical damage (comprehensive and collision) coverage on all vehicles loaned to Contractor by the State; and,
 - (b) Automobile Liability (Non-governmental Entities): Contractor agrees to provide automobile liability coverage, including hired and non-owned automobiles, of not less than \$1.0 million dollars combined single limit on all vehicles loaned to Contractor by the State; or
 - (c) Automobile Liability (Governmental Entities): Contractor agrees to provide automobile liability coverage on all vehicles loaned to Contractor by the State. The limits of liability for such coverage must be \$300,000 for bodily injury and property damage per person, and \$1,000,000 bodily injury and property damage per occurrence.
 - (2) Contractor Owned Vehicles and Trailers:

- (a) Automobile Liability (Non-governmental Entities): Contractor agrees to provide automobile liability coverage, including hired and non-owned automobiles, of not less than \$1.0 million dollars combined single limit on all Contractor owned, non-owned or leased vehicles; or
- (b) Automobile Liability (Governmental Entities): Contractor agrees to provide automobile liability coverage on all Contractor owned, non-owned or leased vehicles. The limits of liability for such coverage must be \$300,000 for bodily injury and property damage per person, and \$1,000,000 bodily injury and property damage per occurrence.
- (3) State Owned Equipment Loaned to Contractor: Contractor agrees to provide "All Risk" property floater insurance, or equivalent self-insurance, which provides replacement cost coverage on all State owned property loaned to Contractor by the State.
- (4) Contractor may recover the cost of such insurance from the State in accordance with Clause 4, Section 4.1, Item A (5), of this contract.
- (5) Contractor agrees to provide the State thirty (30) days advanced written notice of cancellation, non-renewal, or reductions in limits or coverage's or other changes to the policy(s).

20.5 Annual Reporting Requirements:

In addition to the report required by Clause 2, Section 2.1, Item I. of this contract, Contractor agrees to provide the State with the following report:

Not later than January 5th, of each year, Contractor agrees to submit an annual report to the State which, at a minimum, contains the following information for the preceding calendar year:

- (A) Certification that team members have received training that meets the requirements of Minnesota Rules, Chapter 7514.0600;
- (B) Certification that team members meet the medical requirements of Code of Federal Regulations, Title 29, Section 1910.120;
- (C) A detailed inventory of all hazardous materials vehicles, equipment, and supplies loaned to Contractor by the State, and owned by Contractor;
- (D) A list of team training activities including exercises, whether conducted by Contractor or another jurisdiction, in which Contractor participated;
- (E) A current roster of team personnel which identifies each member's level of hazardous materials training; and;
- (F) Any recommendations for enhancement or improvement of the regional response team program.

20.6 Point of Contact for Team Dispatching: Contractor agrees to maintain a single point of contact that will be used by the State to dispatch Contractor. Contractor's single point of contact is established as identified in Appendix E.

20.7 For purposes of this contract, the designees of the State's Authorized Representative are included as Appendix F of this contract.

20.8 For purposes of this contract; Contractor's primary and alternate representative(s) to the Hazardous Materials Regional Response Team Program Team Advisory Committee are included as Appendix G of this contract.

20.9 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

20.10 The failure of one party to enforce any provision of this contract will not constitute a waiver by that party of that or any other provision.

APPENDIX A

Description of Contractor's Primary Response Area

Contractor's Primary Response Area is described as follows:

As an Emergency Response Team, the entire State of Minnesota.

As a Chemical Assessment Team, the entire Minnesota counties of Ramsey, Washington, Dakota, Anoka and Chisago.

APPENDIX B

Description of Contractor's Secondary Response Area

Contractor's Secondary Response Area is described as follows:

The entire State of Minnesota.

APPENDIX C

Description of Contractor's Normal Geographic Jurisdiction

Contractor's normal geographic jurisdiction is described as follows:

The corporate limits of the City of Saint Paul, Minnesota.

APPENDIX D

List of State Owned Vehicles, Trailers and Equipment Loaned to Contractor

| Item | CAT | ERT |
|---|--------|--------|
| Reference Material | | |
| ACGIH Threshold Limit Values and Biological Exposure Indices | 1 | 1 |
| Association of American Railroads Emergency Action Guides | 1 | 1 |
| CHRIS Hazardous Chemical Data Manual | 1 | 1 |
| Comprehensive Guide to Hazardous Properties of Chemical Substances | 1 | 1 |
| Crop Protection Chemical Reference | 1 | 1 |
| DOT Emergency Response Guidebook | 1 | 1 |
| Emergency Care for Hazardous Materials Exposure | 1 | 1 |
| Emergency Handling of Hazardous Materials in Surface Transportation | 1 | 1 |
| Firefighter's Handbook of Hazardous Materials | 1 | 1 |
| General American Tank Car Company (GATX) Tank Car Manual | 1 | 1 |
| Handbook of Compressed Gases | 1 | 1 |
| Hazardous Chemicals Desk Reference | 1 | 1 |
| Hazardous Materials Exposure: Emergency Response and Patient Care | 1 | 1 |
| Jane's CHEM-BIO Handbook | 1 | 1 |
| Kapler Computerized Chemical Permeation Suit Selection Guide | 1 | 1 |
| NFPA Fire Protection Guide on Hazardous Materials | 1 | 1 |
| NIOSH Pocket Guide to Chemical Hazards | 1 | 1 |
| Symbol Seekers | 1 | 1 |
| The Pesticide Book | 1 | 1 |
| Regional Response Team Program Manual | 1 | 1 |
| Decontamination Equipment | | |
| Astro Turf Mats | 3 | |
| Brushes, Soft Bristle Long Handle | 3 | |
| Car Wash Brushes with Garden Hose Connection | 2 | |
| Patay Diaphragm Pump, with Hoses and 1 Extra Set Nitrile Diaphragms | 1 | |
| Steel Salvage Drum, 30 gal | 3 | |
| Emergency Eyewash Kit, Saline Solution | 1 | |
| Folding Chairs or Stools | 6 | |
| Folding Table, 72" x 30" | 1 | |
| Folding Table, 60" x 30" | 1 | |
| Foot Stools/Step - Plastic | 2 | |
| Lighting System - Flood, with Generator (6K) | 1 | |
| Personal Protective Equipment | | |
| Chemical Resistant Boots - Electrostatic Dissipating | 12 pr. | 12 pr. |
| Gloves, Assorted Materials | | |

| | | |
|---|--------|--------|
| Neoprene/Nitrile | 12 pr. | 12pr |
| Silver Shield / 4-H | 12 pr. | 24 pr. |
| PVC / Nitrile | 12 pr. | 12 pr. |
| Viton | 12 pr. | 12 pr. |
| Kevlar | 12 pr. | 12.pr |
| Sol-Vex Nitrile | 24 pr. | 24 pr. |
| Goggles | 6 pr. | 9 pr. |
| Hard Hats / Rescue Helmets | 6 | 9 |
| Level A Encapsulating Suits | 4 | 8 |
| Level B Encapsulating Suits | 4 | 9 |
| Level B Non-Encapsulating Suits | 20 | 12 |
| Level B Non-Encapsulating Suits | 24 | |
| Level C Disposable Suits | 1 cs. | 1 cs. |
| Suit Cooling Vests | 2 | 6 |
| Suit Test Kit | 1 | |
| Vinyl Gloves | 2 bxs. | |
| Leak Control Supplies and Equipment | | |
| Chlorine Kit A, B and C | | 1 |
| Air Bag System | | 1 |
| Bonding and Grounding Equipment | 1 set | |
| Dome Cover Clamps | 1 set | 1 set |
| Drum Upender | 1 | |
| Drum Repair Kit | | 1 |
| Pipe Repair Kit | | 1 |
| Drum Roll, Assorted Sizes | | 1 |
| Radio and Other Communications Equipment | | |
| Cellular Phone, Dual Nam | 1 | 1 |
| Mobile Radio - 100.watt | 1 | 1 |
| Portable Radio - 5 watt | 3 | 5 |
| Portable Radio Gang Charger | 1 | 2 |
| Portable Radio Single Charger | 1 | 1 |
| Portable Radio Spare Batteries | 3 | 8 |
| In-Suit Communications Equipment | 1 set | 2 sets |
| Computer Equipment/Software | | |
| ALOHA Software | 1 | |
| ARCHIE Software | 1 | |
| CAMEO II Windows and Supporting Maps | 1 | |
| Monitoring and Detection Equipment | | |
| Air Sampling System | 1 | |
| SpillFyter Kit | 1 | 1 |
| HazCat Kit | 1 | |
| Leak Detection Solution | 1 | |
| Colormetric Detection Tube Kit | 1 | |
| Dosimeter | 6 | |
| Dosimeter Charger | 1 | |
| Draeger CMS Kit | 1 | 1 |
| Drum Sampler | 1 | |
| 4 Gas Monitor | 1 | 2 |

| | | |
|---|-------|---|
| 4 Gas Monitor Calibration Gas | 1 | |
| Chlorine Single Gas Monitor | 1 | |
| Chlorine Calibration Gas Kit | 1 | |
| Ammonia Single Gas Monitor | 1 | |
| Ammonia Calibration Gas Kit | 1 | |
| Photoionization Detector | 1 | |
| PID Calibration Gas Kit | 1 | |
| Radiological Monitor | 1 | |
| WeatherPak Meteorological Station | 1 | |
| Basic Suppression Equipment | | |
| Class D Powder | 1 | |
| Foam Eductor | 1 | 1 |
| Foam Application Nozzle - AFFF/ATC | 1 | 1 |
| Foam Application Nozzle - 65:1 | 1 | |
| Mitigation Supplies | | |
| Citric Acid, 30 gals. | 1 | |
| Soda Ash, 40 lb. bags | 3 | |
| Spill-X Acid Neutralizer, 5 gal. | 1 | |
| Spill-X Caustic Neutralizer, 5 gal. | 1 | |
| Spill Containment Supplies and Equipment | | |
| Absorbent Booms/Pads/Pillows | 1 set | |
| Containment Boom, 75' | 1 | |
| Dryorb Type Absorbent, 40 lb. bags | 4 | |
| Lab Packs | 1 set | |
| Magic Sorb, 25 lb. bags | 2 | |
| Plug-N-Dike/Bentonite Clay, 5 gal. pail | 1 | |
| Poly Overpack Drum, 95 gal. | 1 | |
| Poly Overpack Drum, 65 gal. | 1 | |
| Spilstopper Drain Cover Mat | 1 | |
| Two Wheel Drum Truck | 1 | |
| Assorted Non-Sparking and Hand Tools | | |
| Crescent Wrench 12" | | 1 |
| Dead Blow Hammer | | 1 |
| Mallet Rubber | | 1 |
| Mallet Wood | | 1 |
| Drum Bung Wrench | 1 | |
| Lockout / Tagout Kit | 1 | |
| Non-sparking Scoop Shovels | 2 | 2 |
| Non-sparking Square Nose Shovels | 2 | 2 |
| Pinch Bar 18" | | 1 |
| Pipe Wrench 24" | | 2 |
| Pipe Wrench 36" | | 2 |
| Scraper | | 1 |
| Screwdriver Straight Tip | | 1 |
| Steel Spade Shovels | 4 | |
| Tool Box | | 1 |
| Basic First Aid Supplies | | |

| | | |
|--|--------|--------|
| Blood Pressure Cuff | | 2 |
| Disposable Bag Mask Resuscitator | | 2 |
| Disposable Oxygen Mask and Tubing set | | 1 |
| EMS Trauma Kit | | 1 |
| Portable Oxygen Kit With Spare Cylinder | | 1 |
| Portable Suction Kit | | 1 |
| Stethoscope | | 2 |
| Incident Management and Administrative Supplies and Equipment | | |
| ICS Vest System | 1 | 2 |
| Vehicles and Trailers | | |
| 16' Equipment Trailer | 1 | |
| Electric (or Manual) Trailer Jack | 1 | |
| Emergency Light Warning System | 1 | |
| Metal Shelving | 2 sets | |
| Propane Bottles, 40 lb. | 2 | |
| Suburban Response Vehicle | 1 | |
| 600 watt Inverter | 1 | |
| Battery Conditioner | 1 | |
| Electric Trailer Brake System | 1 | |
| Electronic Engine Idler | 1 | |
| Emergency Light Warning System | 1 | |
| Passenger Safety Screen | 1 | |
| Radio Console | 1 | |
| Roll-out Storage Tray | 1 | |
| Siren System | 1 | |
| Stream-Lite Hand Lanterns and Chargers | 3 | |
| Trailer Hitch and Wiring | 1 | |
| Emergency Response Vehicle | | 1 |
| 50' Electric Cord Reels | | 2 |
| 300' 1 3/4" Fire Hose | | 1 |
| Flood Lights Portable | | 2 |
| Hose adapters 2 1/2" to 1 3/4" | | 2 |
| Refrigerator | | 1 |
| 12' Roof Ladder | | 1 |
| 6" Step Ladder | | 1 |
| Siren System | | 1 |
| Hand Lanterns | | 4 |
| Wheel Chocks | | 2 sets |

APPENDIX E

Description of Contractor's Single Point of Contact for Team Dispatching

Contractor's single point of contact for purposes of team dispatching is described as follows:

St. Paul Fire Dispatch (651)224-7371

APPENDIX F

List of Designees of the State's Authorized Representative

State's Authorized Representative:

Kris Eide Director - Division of Homeland Security and Emergency Management

Designees of State's Authorized Representative:

Dave Berrisford MN Division of Homeland Security and Emergency Management
 Gary Hendrickson MN Division of Homeland Security and Emergency Management

Other persons identified by the State to Contractor in writing.

Authority of Designees:

- Clause 4, Section 4.1, Item (B) Authorization to approve Contractor's Compensation budget deviations of more than 20% pertaining to category (5), "administrative costs".
- Clause 4, Section 4.1, Item (D) Authorization to approve Emergency Response Compensation in excess of \$5,000.00.
- Clause 4, Section 4.2, Item (A) Authorization to approve invoices for Contractor's Compensation and Emergency Response Compensation.
- Clause 12 Authorization to approve publicity or publications prepared by or for the Contractor, and authorization to give instructions to the Contractor concerning the release of data to a requesting party before the data is released.

The undersigned hereby delegate the authorities listed above to those persons identified as Designees of State's Authorized Representative. These authorities are delegated until revoked in writing.

 Kris Eide
 Director - Minnesota Division of Homeland Security and Emergency Management

 Date

APPENDIX G

List of Contractor's Primary and Alternate Representatives
to the Hazardous Materials Regional Response Team Program
Team Advisory Committee

Contractor's primary and alternate representatives to the Hazardous Materials Regional Response Team Program Team Advisory Committee are as follows:

Primary Representative

Chris Cook

Alternate Representative

Doug Wardell

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: B Medd

Date: 10/14/07

CFMS Contract No. B02346

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Fire Chief

Date: 1/27/08

By: [Signature]

Title: City Attorney

Date: _____

By: [Signature]

Title: Mayor

Date: 2/8/08

By: [Signature]

Title: Human Rights

Date: 2-11-08

By: [Signature]

Title: Director of Financial Services

Date: 2/8/08 CF08-100

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Title: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy