



State of Minnesota Contract

SWIFT Contract No.: 191150

This Contract is between the State of Minnesota, acting through its Commissioner of Administration (“State”) and Twin City Security Inc. whose designated business address is 519 Coon Rapids Blvd #A, Coon Rapids, MN 55433 (“Contractor”).

Recitals

1. Under Minn. Stat. § 15.061 and other applicable law the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of Security Guard Services for State Agencies throughout the State of Minnesota in all Geographic Zones as identified in the solicitation. State Agencies require Security Guard Services for various needs, situations, and events. The resulting contract(s) will be utilized by agencies needing ongoing service and by other entities who may need temporary service on an as needed basis.

Contract

1. Term of Contract

1.1 Effective date: April 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 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: March 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 48 months, in intervals determined by the State, through a duly executed amendment.

1.3 Survival of terms: The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

1.4 Contract Use: This Contract is not exclusive and shall not be construed as guarantying a minimum or maximum amount of usage.

2. Contractor’s duties

The Contractor represents that it is duly qualified and agrees to perform all duties described in this Contract to the satisfaction of the State.

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. Compensation and conditions of payment

4.1 Compensation. The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

4.2 Conditions of Payment. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. 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.

5. Authorized Representative

5.1 The State's Authorized Representative is Bonnie Lundgren, Acquisition Management Specialist, Department of Administration, Office of State Procurement, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155, (651) 201-2433, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

5.2 The Contractor's Authorized Representative is Jeff Flattum, Regional Accounts/Sales Manager, at the following business address and telephone number: 519 Coon Rapids Blvd #A, Coon Rapids, MN 55433, 763.784.4160, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

6. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: General Contract Terms
- Exhibit B: Insurance Terms
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Price and Payment Schedule
- Exhibit E: State of Minnesota Geographic Zones

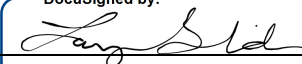
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SIGNATURE PAGE TO FOLLOW**

1. Twin City Security Inc

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.

Company name: TWIN CITY SECURITY, INC.

Print name: LARRY SHRIDER

Signature: 
DocuSigned by:
D1216C03F3E64C4...

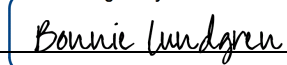
Title: V.P.

Date: 3/30/2021

2. Office of State Procurement

in accordance with Minn. Stat. §16C.03, subd. 3

Print name: Bonnie Lundgren

Signature: 
DocuSigned by:
93240E39326045E...

Title: Acquisition Management Specialist/ Buyer

Date: 3/30/2021

3. Commissioner of Administration

or delegated representative

Print name: Andy Doran

Signature: 
DocuSigned by:
68D02A26D7604BA...

Title: Acquisitions Supervisor

Date: 3/30/2021

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

1.1 Prompt Payment. The State will pay pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

1.2 Invoicing. Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- Costs

2. Assignment, Amendments, Waiver, and Contract Complete.

2.1 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 authorized parties or their successors.

2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

2.3 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.

2.4 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.

3. Termination.

3.1 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. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

3.2 Termination for Default. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

4. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification.

In the performance of this Contract by Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

6. 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.

7. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

8. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

9. Risk of Loss.

The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

10. Items Offered as New.

All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

11. Subcontracting.

This Contract may not be subcontracted in whole or in part.

12. 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 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.

13. 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 and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

14. Intellectual Property Rights.

14.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

14.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

14.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

14.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials,

tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

14.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

14.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

14.4 Obligations.

14.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

14.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

14.4.3 Indemnification. Notwithstanding Paragraph 5, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

15. Copyright.

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

16. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order (“order”) placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract. No new orders may be issued after the termination or expiration of the Contract.

17. Order of Precedence.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or “click through” agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor’s agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. A State employee’s decision to choose “accept” or an equivalent option associated with a “click-through” agreement does not constitute the State’s concurrence or acceptance of terms, if such terms are in conflict with this section.

18. 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, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

19. Usage Reports.

Contractor is required to furnish Contract usage data (usage reports) to the Contract Administrator at the following email address: osp.usagereports@state.mn.us. Contract usage reports must consist of the total dollars spent by the State and other entities, broken down into two categories: State agencies and CPV members. The reporting frequency is at a minimum annually, or as otherwise requested. A final usage report is required at the expiration or termination the Contract. Failure to provide usage reports may result in contract cancellation. This term survives the expiration or termination of the Contract.

20. Diverse Spend Reporting.

If the total value of your Contract may exceed \$500,000, including all extension options, you must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to your company’s overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the contract is in effect.

21. Insurance.

Contractor must comply with all insurance requirements specified in Exhibit B of the Contract. Prior to execution of the Contract, amendment, or assignment agreement, the State must have a current copy of the Contractor’s Certificate of Insurance that meets the Contract insurance requirements.

22. Delivery.

Contractors are obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

23. Publicity and Endorsement.

23.1 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, information posted on corporate or other websites, 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.

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

24. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

25. Federal Funds.

Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

26. Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

27. Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

28. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

29. Non-discrimination (in accordance with Minn. Stat. § 181.59).

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

30. E-Verify Certification (in accordance with Minn. Stat. § 16C.075). [Remove if Contract is for Goods only]

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

31. Affirmative Action Requirements

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

31.1 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 principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 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.

31.2 Minn. R. 5000.3400-5000.3600.

31.3 General. Minn. R. 5000.3400-5000.3600 implements 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, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

31.4 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 Minn. Stat. § 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. 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 Minn. Stat. § 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.

31.5 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.

31.6 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.

32. Equal Pay Certification

If Contractor is required by Minn. Stat. §363A.44 to have a current Equal Pay Certificate, and that Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor is exempt, the State may require Contractor to verify its exempt status.

33. Hazardous Substances.

To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

33.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

33.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

33.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

33.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

34. State Holidays.

State Holidays are defined pursuant to Minn. Stat. § 645.44, Subd. 5.

35. Background Security Compliance.

In performance of this contract, the Contractor must provide security guards that have been employed by the Contractor for at least 90 days prior to being assigned to any State account. Contractor must provide a copy of the BCA and FBI background checks to the Agency within one week of placement of the guard.

36. Drug Testing.

Within two weeks of the earliest date of performance specified in this Contract, the Contractor must provide the State drug test results on all employees proposed to perform the services required in the Contract. Drug tests shall be conducted according to the provisions of Minn. Stat. §§ 181.951 – 181.954 and any union or other contract terms that apply to the Contractor's employees. All costs associated with this testing shall be the responsibility of Contractor. The Contractor must review the results of the tests, and the results must show that no drugs were detected. Before a Contractor employee is allowed onsite to work, the Contractor must certify to the State, in writing, that it has a printed copy of the results on file and that the Contractor will keep the results and other information as required in the Contract.

37. Uniforms.

Contractors and their subcontractors shall be properly uniformed prior to entering any facility. The Contractor's or their subcontractor's company name must be identifiable on the uniform.

38. IT Accessibility Standard.

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under the contract.
- 1.2 Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- 1.3 The failure of the State to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

2. Notice to Insurer.

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
Department of Administration
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this contract;
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- 3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of

Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

General Insurance Requirements

4.1 Workers' Compensation Insurance. Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

General Liability

4.2 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

- \$2,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **State of Minnesota named as an Additional Insured**, to the extent permitted by law

4.3 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.4 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

4.5 Network Security and Privacy Liability Insurance (or equivalent). The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

The following coverage shall be included:

State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

The following coverage shall be included:

State of Minnesota named as an Additional Insured unless the coverage is written under a Professional Liability policy.

4.6 Commercial Crime Insurance, including Third Party Liability

The Contract Vendor or their Subcontractor shall maintain a Commercial Crime insurance policy covering liability to others for employee theft or forgery and money and securities.

Minimum Limits of Liability:

\$1,000,000 Employee Theft or Forgery coverage

\$100,000 Money & Securities coverage.

Coverages:

Third party liability for Employee Theft or Forgery

Third party liability for Money & Securities

Exhibit C: Specifications, Duties, and Scope of Work

Contractor must meet all the following requirements for ALL zones that the Contractor offers services. Zones are defined in Exhibit E to this Contract.

Unless otherwise detailed herein, the general requirements for satisfactory performance of this Contract are to provide a well-trained, reliable, and consistent team of uniformed security guards. The Contractor must provide a service that will adapt to the agencies culture, norms, and business model to meet the public expectations of the agency where appropriate.

1. Licensing.

The Contractor must have a Protective Agent's License and be in compliance with Minnesota Statutes. §§ 326.32 – 326.339 and Minnesota Administrative Rules 7506.0100 – 7506.2900.

2. Services.

2.1 In General. The State considers a "standard engagement" to be a minimum of a four (4) hour commitment. The rates on the Price Schedule (Exhibit D) are the maximum rate charged per hour for the different levels of personnel. Lower rates may be negotiated between the Contractor and agency needing services.

2.2 Building Disaster. In the event of a major building disaster within a State-owned or rented facility, Contractor must furnish the State with up to a minimum of six (6) additional security guards within two hours of the State's request. Examples of a building disaster include but are not limited to a gas leak or broken water main/flood. Contractor must have the personnel resources to provide additional guards continuously to meet the emergency needs of the agency until the emergency is abated. Pay for any additional guards requested by the State during an emergency must not exceed double the normal hourly rate of pay. Contractor's plan for how it will address a building disaster is attached as Supplement 1 to this Exhibit C.

2.3 Pandemic Staffing. Contractor must have a pandemic plan that outlines how it will address staffing during a pandemic. Contractor's pandemic plan must address how it will continue to meet its obligations under this contract during a pandemic. Contractor must comply with its pandemic plan. Pay for any additional guards requested by the State during a pandemic event must not exceed double the normal hourly rate of pay. Contractor's pandemic plan is attached as Supplement 1 to this Exhibit C.

2.4 Strike Staffing. The State negotiates labor agreements during odd numbered years. There may be State agencies that require additional security staffing to ensure the orderly transaction of public business during labor interruption due to a strike. The State Agency Security Representative shall outline staffing needs and locations prior to the strike. Contractor and its employees must comply with Minn. Stat. § 326.3384 regarding Prohibited Acts if contracted during a labor dispute, strike, or lockout. Pay for any additional guards requested by the State during staff strike must not exceed double the normal hourly rate of pay. Contractor's plan for how it will address staffing during a strike is attached as Supplement 1 to this Exhibit C.

2.5 Security Vehicle.

2.5.1 Contractor's Vehicle. When required, Contractor must furnish a full-sized car, sport utility vehicle, or minivan for use by security guards to patrol, provide escorts, and respond to situations at designated State sites. This vehicle must be identified with the company logo, plainly marked as a security unit, and kept clean. This vehicle must be no more than three model years old and be in good repair, both mechanically and in appearance. Contractor is responsible for insurance, gas, oil, monthly car washes, and repairs for the vehicle; the State is not responsible for any costs relating to the vehicle, other than what is detailed on the Price Schedule

(Exhibit D). In the event a vehicle experiences a mechanical failure and is not operational, Contractor must provide a replacement vehicle within two hours.

Security vehicles furnished by the Contractor must be in compliance with Minn. Stat. § 169.98, Subd. 3.

2.5.2 State-Owned Vehicle. In certain instances, the State may allow and authorize Contractor to drive a State vehicle as supplied by a State agency in the performance of Security Guard duties. Contractor will be required to abide by the **Rules Governing the Use of State-Owned Vehicles** as described below:

Rules Governing the Use of State-Owned Vehicles.

State-owned vehicles are for official State business use only. Authorized drivers must comply with Minn. Stat. § 16B.55 and the policies and procedures of the departments of Finance and Administration regarding the use of State vehicles.

Drivers are required to observe all ordinances and laws pertaining to the operation of motor vehicles. All drivers must have in their possession a current and valid driver's license.

Authorized drivers are:

- State employees;
- Contract employees if authorization to drive a State vehicle is specifically cited in their contract;
- Students who have been granted permission by college or university administration; and
- Drivers for certain disabled employees with the permission of that employee and the approval of his/her supervisor

Only authorized persons are permitted to ride in State-owned vehicles.

Authorized persons include:

- State employees;
- Other persons participating in state programs or functions;
- Individuals assisting disabled employees with prior approval as described above; and
- Family members, unless otherwise qualified under these rules, are not allowed in State vehicles.

3. Personnel Requirements.

3.1 ASIS Guidelines. The State requires Contractor to use the ASIS International, Private Security Officer Selection and Training (ASIS GDL PSO) guidelines as an acceptable guide in the hiring and training of security guards. Contractor must comply with the following personnel requirements All staff assigned to the State shall be in compliance with Minn. Stat. § 326.336, Subd. 1, regarding Employees of License Holders, Background Checks. Contractor is responsible for reviewing this Statute and ensuring that its employees are in compliance. The State reserves the right to have final approval on whether Contractor Staff assigned to the State meet all compliance issues as detailed in Minn. Stat. § 326.336, Subd. 1.

3.2 Assigned guards must have computer criminal history background and fingerprint checks conducted by the Minnesota Bureau of Criminal Apprehension (BCA) and the Federal Bureau of Investigation (FBI) prior to their assignment at the State. These background investigations must be at no cost to the State. Criminal history reports must be made available to the Agency Security Manager upon request. Officers assigned to some State Agency may need to submit to additional background checks upon reasonable request and at the expense of the requesting agency.

3.3 Candidates, defined as employees of the Contractor who may possibly become security guards for the Contractor and also working for the Contractor in its services to the State, must also pass a Truth Verification/Honesty Test prior to appointment with the State. This written examination must be by a major provider of these services such

as McGraw Hill/London House, Stanton, or Reid Associates Survey. Contractor is responsible for all costs associated with this test. Contractor must make test results available to agencies upon request.

3.4 All employees assigned to the State must pass a drug screening test administered by a certified and accredited laboratory. The State reserves the right to request random drug urinalysis testing of the contracted security staff at any time during the term of the contract. Contractor is responsible for all costs associated with testing. Test results must be on file with Contractor for the entire term of the Contract, including any and all extension periods, and for a minimum of six (6) months after the end date of the Contract. Officers assigned to some State Agency may need to submit to additional drug screening upon reasonable request and at the expense of the requesting agency.

3.5 All employees assigned to the State must follow and pass agency specific health screening protocols including any specialized health screening for contagious diseases (i.e., Mantoux test for tuberculosis) that may be required at some locations. Contractor and all employees must have these tests completed prior to the start of any work at these designated locations. If such screening necessary, Contractor is required to provide required testing to their employees at no cost to the State. If an employee assigned to the State does not pass or complete the requesting agency's health screening, the Contractor is responsible for filling the vacancy at no additional cost to the Agency or State

3.6 Requesting agencies who have their own agency wide health screening requirements or protocols need to present to the Contractor as part of the Request for Quote process. The terms of such health screenings requirement or protocols need to be negotiated and agreed upon by both parties in writing prior to Contractor's staff engagement(s).

3.7 Guards must be employed a minimum of 90 days with Contractor prior to an assignment at any State location unless prior written approval is given by the requesting agency.

3.8 Any employee of Contractor who, in the opinion of the State is unacceptable, must be removed from the project upon written notice to the Contractor from the requesting agency. In the event an employee is removed pursuant to this provision, Contractor has 10 days to fill the vacancy with an acceptable employee.

3.9 Guards must be a citizen or national of the United States, a lawful permanent resident, or an alien authorized to work in the United States.

3.10 Guards must be a high school graduate or have obtained a GED equivalent.

3.11 Guards must have the ability to read, write, and speak English. The ability to communicate clearly, get facts and easily communicate with emergency responders is essential. The ability to write accurate incident reports or other documents is also critical to protect both the State and Contractor in the event of criminal or civil court actions.

3.12 Guards must have a valid Driver's License if assigned to mobile patrol.

3.13 Guards must be at least 18 years of age, or 21 years of age if armed.

3.14 Guards must have a minimum of two years of verified work history in the United States.

3.14 Typing is required; however, the State does not have a words-per-minute or speed requirements. Guards must have sufficient skills to compose and submit reports and logs by the end of each shift. Reports and logs must be provided at no cost to the State.

4. Levels of Personnel – Defined.

The State requires several levels of personnel to meet its needs. Contractor must be able to provide all levels of personnel to entities in each awarded zone.

4.1 Site Supervisor Level One. Personnel at this level:

- Must be trained in all principals of supervision and have a minimum of one year of supervisory experience with Contractor prior to assignment.
- Must administer all Contractor policies.
- Must possess a working knowledge of the agency's desktop operating system and applications.
- Must be the on-site liaison between Contractor and the Agency Security Manager.
- Must comply with Federal and State mandates regarding security.
- Will typically serve an active post as well as perform supervisor duties.

4.2 Site Supervisor Level Two. Personnel at this level must meet same requirements as Site Supervisor One in addition to the following:

- Will serve as a member of the Agency's disaster management/recovery team.
- Manage and enforce access control program.
- Responsible for issuing access into restrictive areas.
- Must have a minimum of two years' experience managing a large (1,000 employees or more) corporate level security program.
- Must have a minimum of one year's experience in successfully administering all aspects of an access control and key card issuance program.
- Must ensure all administrative duties are complete.
- Must investigate incidents.
- Must manage Security System maintenance.
- May be required to provide the following services as needed: train all staff to the State's specifications; ensure all shifts are filled with competent guards, ensure all incident reports and daily activity reports are complete and accurate, attend various State safety/security meetings, maintain accuracy of post orders, and be knowledgeable of basic electronic/computer based security.
- Typically does not pull an assigned shift, but has a flexible schedule to supervise all aspects of the account and, with the approval of the Agency Security Manager, and has the option of wearing a uniform or civilian clothes.

4.3 Assistant Site Supervisor. Personnel at this level:

- In addition to a regular schedule, this individual would be expected to alter their schedule to back-up and provide supervisory coverage during periods when the Contractor's Site Supervisor, Level One or Level Two, is unavailable.
- Must have the leadership, skills, knowledge, and abilities necessary to substitute for the Site Supervisor (Level One and Level Two) when absent. Must have the proper supervisory training and orientation by Contractor prior to appointment.
- Tasks associated with this position include performing normal security related duties, providing initial control and command during any after hour emergencies, assisting with staffing irregularities, assisting and evaluating training of new guards, performing any assigned administrative responsibilities, and ensuring compliance with all Contractor and requesting agency policies.
- Must have the aptitude and ability to support agency access control programs by confirming access level requests, issuing key cards, modifying cards as required and helping with common access control or security system problems.
- Must possess a working knowledge of the agency's desktop operating system and applications.
- This position may be filled through a promotion process by a person with no previous supervisory experience.

4.4 **Security Guard – Level One.** Personnel at this level:

- Must be employed a minimum of 90 days with Contractor prior to assignment at any State location, unless Contractor receives prior written approval from the requesting agency.
- Must have the deportment, problem solving skills, and ability to gain the respect and confidence of employees and visitors to State offices. Guards in these pro-active positions need to monitor and respond using proscribed procedures to the security alarm system, support access control policies, and check employee and guest ID badges.
- Required to respond to calls for assistance and reports of building malfunctions.
- Guards must either follow up on all calls for assistance themselves or forward the call to an appropriate staff person or maintenance technician.
- In a medical situation guards are required to assist the victim with any required first aid help or utilize CPR, first aid, and AED (Automatic External Defibrillator) skills to stabilize the individual until emergency responders arrive.
- In a fire alarm emergency guards shall respond, when safe to do so, to investigate fire alarms, to accompany maintenance responders, to re-locate mobility impaired individuals to safe areas, to ensure access into the buildings by fire fighters and to extinguish small fires with the proper fire extinguishers.
- In a security related situation, guards must respond and evaluate situations without endangering themselves. Guards, if safe to do so, will be required to address the situation to the best of their ability. Guards will summon back-up security guards, law enforcement, and supervisors to help in any situation. If the situation appears to be volatile or unsafe, Guards shall immediately call for back-up security guards or police assistance. Guards may make no physical contact unless it is in self-defense. Guards must immediately report situations related to crimes in progress to law enforcement. Guards shall be required to observe and collect any information that will be helpful to police when they arrive to allow for a safe resolution. Accurate documentation and reports is required.
- In a bomb threat situation, guards shall be required to assist in visual searches of all publicly accessible areas. Their duties will consist of looking for any packages, bags, or containers that cannot be identified by asking nearby staff members. If the package cannot be identified it must be left alone and not touched by anyone. Guards must inform the Agency Security Manager for further direction or action.

4.5 **Security Guard – Level Two.** Personnel at this level must meet the same requirements as a Security Guard - Level One in addition to the following:

- Must be employed a minimum of 180 days with Contractor prior to assignment at any State location, unless Contractor receives prior written approval from the requesting agency.
- Guards in these pro-active positions must perform frequent internal/external patrol tours, issue temporary employee/guest key cards, monitor/interpret/respond to the security alarm system, provide CCTV surveillance system(s) monitoring, and provide professional emergency responses.
- At the end of each shift, guards shall complete a log indicating all patrol tours, building damage or malfunctions, employee escorts, suspicious situations, and any other event that could be a security concern. This log must be available to the Agency Security Manager, Site Supervisors, and Assistant Site Supervisors.
- Must possess a working knowledge of the requesting agency's desktop operating system and applications. Microsoft Windows is the primary operating system in most State agencies. Guards will be required to take direction or respond to inquiries using Windows based e-mail systems. Microsoft Windows is also the prominent operating system for most security access control and alarm systems. It is important that guards are familiar with and can navigate these systems.

4.6 **Security Guard – Level Three.** Personnel at this level must meet the same requirements as a Security Guard – Level Two in addition to the following:

- Must be able to make critical operational independent decisions on behalf of the agency and use reasonable judgment based upon Contractor's and agency's policies.
- Guards will be assigned various security related tasks which are integral to the Agency Security Department. Tasks may include, but are not limited to, clerical, equipment maintenance, and other special projects.
- Must have the aptitude and ability to support the Agency access control program by confirming access level requests, issuing key cards, modifying cards as required, and assisting with common access control or security system problems.
- Must be capable of staffing a security center (dispatch) environment with multiple changing duties for various buildings, which may be remote, with a specific focus on responding to and monitoring access control, video, alarms, and general inquiries requiring a high level of decision-making skills.

4.7 Mobile Security Guards. Mobile Security Guards must meet the same capabilities as a Security Guard - Level One in addition to the following:

- Utilize a Contractor-provided vehicle to patrol parking facilities, escort State employees between buildings and parking lots, tour remote State offices, provide emergency response to back up building guards, fill in as needed for building guards during emergency vacancies, and secure or access non-guard staffed facilities.
- Must have a valid driver's license with no court-ordered or Department of Public Safety restrictions or limitations regarding DUI offenses, or reckless or negligent driving violations in the past ten (10) years.
- Must adhere to any driving restriction of their valid driver license (i.e., daylight driving only, elevated driver's seat, etc.). Contractor must ensure that the restrictions of an individual employee do not impact the ability for the Contractor to provide the required services.

4.8 Armed Security Guards. Contractor may need to provide trained and licensed armed security personnel when circumstances require the need for such level at the discretion of the State Agency Security Representative of service. Armed Security Guards must meet the same capabilities as a Security Guard - Level Three in addition to:

- Must be trained and licensed as an Armed Security Guard.
- Defensive Tactics and Armed Guard training as defined under Minnesota Private Detective and Protective Agents Board Administrative Rules Chapter 7506 which defines Armed Guards as *Armed means firearm, baton, asp, or any other control device.
- Contractor and Contractor's employees must comply with the requirements of Minn. Stat. §§ 624.71-624.719.

5. Training and Operations.

Contractor must provide training for its employees at no additional cost to the State. Training should focus on current best practices, and must include but not be limited to: security issues, Homeland Security updates, recertification of First Aid/CPR/AED, review of previous topics, or other needed security training as determined by the requesting agency's Security Supervisor, Contractor's training officer, or the Agency Security Manager. The State encourages Contractor to follow the training criteria established by ASIS International, Private Security Officer Training (PSO) Selection and Training Guidelines.

5.1 In addition to the ASIS guidelines and the Pre-Assignment Basic Training, Contractor must provide eight additional training hours per year to all guards assigned to the State.

5.2 Guards furnished by Contractor must have a minimum of forty hours of specialized training, including any requirements mandated by the State which include the Pre-Assignment Basic Training.

5.3 Contractor must use a Minnesota Private Detective and Protective Agent Board (MNPDB) certified trainer to conduct any Board-approved training (i.e., Pre-Assignment Basic Training). For trainings that are not Board-approved,

Contractor must use a qualified instructor or supervisor to conduct the training. Contractor must maintain records of all members attending and the results of any tests.

5.4 State of MN Pre-Assignment Basic Training must include, but is not limited to the following subjects and pre-requisites:

- Functions of security, access control, and patrol techniques;
- Fire alarm systems, use of fire extinguishers, alarm panel principles, and fire characteristics;
- Pre-requisite: Introductory First Aid. TSC training curriculum does not include Basic Life Support (BLS) LVL1.
- Pre-requisite: CPR (American Heart Association, American Red Cross, or State approved equivalent) and use of AED;
- Blood-born pathogen hazards and use of Contractor-provided supplies;
- Public relations, customer service, and cultural diversity;
- Authority to apply appropriate use of force in accordance with company policies and perform a citizen's arrest. Report writing;
- Cultural Diversity;
- Minnesota Sexual Harassment Laws;
- Vulnerable Adult Training;
- Introduction to Windows or documentation of prior successful Windows training;
- HIPAA and Minnesota Information Privacy laws and responsibilities as outlined by the State;
- Verbal de-escalation training; and
- Observe and Report

5.5 Contractor shall provide the requesting agency a copy of all training curriculum including all materials or examples if requested.

5.6 In addition to the training requirements, security guards must be in compliance with Minn. Stat. § 326.3361 regarding training.

5.7 Contractor-supplied guards may have access to information that is classified as either "private data on individuals" or "confidential data on individuals" under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor and its supplied guards must adhere to Paragraph 17, Government Data Practices, in Exhibit A of the Contract. In addition, if required by the State, guards must take data privacy training in-person or a web-based training and test to ensure understanding and adherence.

5.8 Contractor shall ensure that all staff will keep any non-public information that may become available to them as a result of their assignment to the State in confidence and not disclose it to any unauthorized persons or businesses.

5.9 Assigned guards will work with several primary computer systems and applications. Proficiency of Microsoft Windows is essential to operating computer applications. All users of these systems are required to strictly adhere to the agency's computer usage guidelines which prohibits use of these computers for personal business, run non-approved State programs or media, visit pornographic or racist sites or chat rooms, or gambling related sites.

5.10 No personally owned electronic devices of any kind will be authorized to connect to any State Network at any time.

5.11 Violation of **any** State computer use policy will result in immediate removal of that guard from the location. Re-occurring incidents will prompt a review of the contract between the State and Contractor.

5.12 State Agencies utilize numerous surveillance systems. Security guards may also be responsible for monitoring the requesting agency's security surveillance system, with a focus on reacting to events, responding per guidelines, and documenting dispositions.

5.13 Contractor shall furnish uniforms and supplies including, but not limited to flashlights and batteries for all staff persons assigned to State locations. Uniforms must be properly fitted, consistent in color and style, and maintained in good condition to reflect a professional image of Contractor and the State. Proper summer and winter clothing must be furnished to each guard in adequate numbers to allow for good maintenance. Guards must also be provided with company-issued outerwear to meet inclement weather needs. All shirts and jackets must include Contractor's logo and be clearly identified as security. Civilian clothing will not be worn at any time while the employee is on duty, except that a Site Supervisor, Level Two, when on duty, may wear a uniform or appropriate civilian office attire that projects a professional image with the approval of the Agency Security Manager. Contractor's guards must comply with Minn. Stat. § 626.88 regarding uniform color.

5.14 Name badges must also be provided by Contractor and be a part of the daily uniform. The wearing of CPR, first aid, lifesaver, length of service, or other meritorious awards is permitted.

5.15 Guards shall practice good personal hygiene habits and be well groomed. Facial hair is allowed if well groomed. Any personal fragrance may be modestly used.

5.16 Dress code guidelines must be established and enforced by Contractor.

5.17 Security staff will be required to respond to all calls/events via telephone, two-way radio, instant messenger/e-mail, or in person promptly. Guards shall either address the situation themselves or notify the appropriate person to resolve the situation. Documentation of all requests must either be made on a communications log or on the guard's daily activity report.

5.18 Guards may be issued State-owned equipment such as two-way radios or cell phones. Contractor and its employees must adhere to all agency policies applicable to these devices and ensure the equipment is not abused. Costs associated with misuse of the equipment or Contractor's damage of agency property will be charged to the Contractor.

6. Retention of Personnel.

Contractor must make every effort to retain a consistent team of security guards for the State needs during the life of the Contract. If Contractor's turnover rate exceeds the maximum rate set by the Contract, the State may request a meeting with Contractor to review their retention strategies.

6.1 The State desires that Contractor maintains a turnover rate of 30% per year or less. The maximum turnover rate of 30% will be determined by the following formula: # of FTE x .30 = Maximum turnover rate (For example: if Contractor has 18 FTE, the maximum turnover is 5.4 positions per year, $18 \text{ FTE} \times .30 = 5.4$). Contractor must report their annual turnover rate to the State's Authorized Representative upon request.

6.1.1 Employees leaving Contractor's employment due to promotion within the company, employment with the State, release due to medical restrictions, full time education commitments, or a substantially better employment opportunity will not be included in the computation of the turnover rate.

6.1.2 Separations due to disciplinary reasons, poor performance, misuse of State-supplied equipment (including computer use), disrespectful conduct, criminal activity, release of non-public information, leaving for a similar position, or departing for no stated reason must be included in the computation of the turnover rate.

6.2 The State will consider the turnover rate and Contractor's ability to maintain an established team of guards when considering potential contract extension options. The State will utilize the following guidance to communicate performance standards to Contractor; [ISO/IEC 17021-1-2015](#)

7. Geographic Service Zones.

Contractor must meet all requirements for all Geographic Zones it offers services as indicated on the Price Schedule. If Contractor can recruit, retain, and offer services in additional Geographic Zones, the State may add Zones through a written amendment to the contract. The Geographic Service Zones are attached to the Contract as Exhibit E.

Supplement 1 to Exhibit C

1. Twin City Security, Inc. has a dispatch for after-hours calls (763-784-4160) that takes all after hour calls and it is relayed to Operations Manager (Dave Schneider), Accounts Manager (Jeff Flattum) or Branch Manager (Larry Shrider) depending upon the severity of the emergency or disaster. Once one of the before mentioned persons was contacted they would reach out to the person that had contacted dispatch to assess the needs of the emergency then begin working to fulfill those needs. When requested, Twin City Security, Inc. will work as quickly as to provide additional service requests. Twin City Security, Inc. action plan for disaster events is as follows: Once all security officers are scheduled and placed at an emergency site Twin City Security, Inc. begins training additional officers for back up officers at said locations on all shifts that would be required.

2. During the start of the current pandemic Twin City Security, Inc. Held back on starting any new business until the State accounts gave projections on the needed staffing levels of security at their locations. Officers that worked at locations that closed due to off-site working those guards were shifted to locations that needed the additional security. If this did not meet the needs extra security was brought in by Twin City Security, Inc., would delay the starting of any new business until the needs of the State are met. Twin City security, Inc. business is affected during a pandemic just like every business we are not immune to the effects to the pandemic. Twin City Security, Inc. has found that weekly planning meetings are important in providing action plans to help in scheduling staffing shortages as they occur. We strive to make sure that all shifts are covered though out week, even if overtime must be incurred.

3. Twin City Security, Inc. is a nonunion company that offers strike security service. When contracted Twin City Security, Inc. begins the process of gathering information and answering questions for each stage of a strike. Twin City Security, Inc. role will be included in all stages of a work stoppage situation broke down as follows. Preliminary Considerations, General Plan, Staffing Plan and a Post-Strike Plan. Outline below:

Preliminary Considerations

1. Will all business operations continue as usual during the strike?
2. If so, what departments?
3. Approximately, how many employees will work during the strike?
4. What will be the work schedule of workers and management?
5. Will all employees and management access the property the same way?
6. How will customers and vendors access the property?
7. Will the company continue to make and accept shipments?
8. How should parking lots be secure?
9. Should the union conduct the strike in an unlawful fashion; will civil and/or criminal complaints be filed?
10. To what extent will the management team document the events and occurrences, if any incidents occur during a strike?
11. What will be the management hierarchy during the strike?
12. How long will the hierarchy remain in place?

Once management has answered these preliminary questions can be developed. The plan should contain following information and any additional information as the management team deems necessary:

General Plan

1. Security mission/objective during the strike.
2. Size, organization and deployment of security force.
3. Establishment of direct communication between security force supervisors and the management team and need local law enforcement.

4. An agreement of guidelines to be implemented and followed by management.
5. Layout of security operations and securing of the overall installation.
6. Overall business operations during the strike, including employee and management schedules.
7. Overall security of logistical operations (shipping and receiving) as necessary.
8. Documentation of strike activity: eyewitness reports, video and other surveillance.
9. Establishment and securing of access routes to the buildings for workers and management.
10. Mapping of buildings and property, including parking lots and annex building
11. Establishment of key security points.
12. Comply with government security protocols (as necessary based on business type) and operational needs.

Twin City Security primary role is to assist in observing and reporting of any unlawful activity and to deter any violence. Twin City Security policy is to be mindful during its function to avoid any unfair labor practices. Twin City Security will limit the number of access points to your property in order to minimize the interaction between striking and non- striking personnel.

Twin City Security, Inc. has found that this method reduces the number of incidents and acts of violence. Twin City Security, Inc. security personnel will aid in gathering witness statements and reporting incidents to local law enforcement ensure that a sufficient police force is on hand, if needed, to prevent violence and to enforce all applicable laws.

Staffing Plan

Twin City Security, Inc. recommended plan for staffing MINNESOTA STATE ACCOUNTS would be site specific should there be a strike, example recommendations:

1. Reduce the number of entrances to the property to one entrance if possible.
2. Video camera and incident reports, communication between security personnel and management.
3. Staffing of trained strike security officers.
4. Communication, List of authorized personnel for security officers

Post Strike Plan

At the conclusion of a strike a post-strike report should be prepared. Information that was gathered should be incorporated into such a report which should include but not limited to the following: total incident count, incident classification, response and communication to incidents and documented witness and video that may have been produced.

Management then needs to review said information and then decide if upon review how to return to business operations to normal, and if civil or criminal complaints need t

Exhibit D: Pricing**1. Contract Pricing.**

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. The Price List may not include any additional terms or conditions. Prices shall remain firm for the initial term of the Contract. A unit price and a total for the quantity (if applicable) must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Hourly Rate Pricing. This is the rate(s) detailed in the Contract for each service or category of service provided by Contractor. State will not pay for travel-related expenses, travel time, meals, lodging, or idle time.

2. State of Minnesota Holiday Table.

| The term "Holiday" is defined under Minnesota Statute § 645.44. The table below shows the provisions: | | | |
|---|-----------------------------|-----------------------------|---------------------------|
| Table: Minnesota Holiday Provisions | | | |
| Holiday | Day Celebrated | If falls on Saturday | If falls on Sunday |
| New Year's Day | January 1 | Friday before | Monday after |
| Martin Luther King's Birthday | Third Monday in January | NA | NA |
| Washington's and Lincoln's Birthday | Third Monday in February | NA | NA |
| Memorial Day | Last Monday in May | NA | NA |
| Independence Day | July 4 | Friday before | Monday after |
| Labor Day | First Monday in September | NA | NA |
| Veterans Day | November 11 | Friday before | Monday after |
| Thanksgiving Day | Fourth Thursday in November | NA | NA |
| *Friday after Thanksgiving | Friday after Thanksgiving | NA | NA |
| Christmas Day | December 25 | Friday before | Monday after |

*Applicable for State of Minnesota Executive Branch Agencies.

| | | | |
|--|--|--|------------------|
| CONTRACTOR NAME <u>Twin City Security, Inc.</u> | | GEOGRAPHICAL ZONE(S): <u>1 ONLY</u> | |
| THESE ARE MAXIMUM RATES THAT CAN BE CHARGED. Discounts or lower pricing can be negotiated with Agencies on a case by case basis. | | | |
| <u>HOURLY RATES FOR THE LEVELS OF PERSONNEL AND VARIOUS ENGAGEMENT TYPES BELOW:</u> | | | |
| Rates for personnel levels 1-8, a-e are for standard engagements (4 or more hours). See Section 4, item 1.1., Service Requirements and item 1.2., Personnel Requirements. | | | |
| 1. SITE SUPERVISOR - LEVEL ONE | | | |
| a | Regular Rate | \$ | <u>25.89</u> /HR |
| b | Holiday Rate | \$ | <u>38.84</u> /HR |
| c | Emergency/Disaster Rate | \$ | <u>38.84</u> /HR |
| d | Strike/Pandemic Rate | \$ | <u>38.84</u> /HR |
| e | Pre-Arranged Special Event | \$ | <u>25.89</u> /HR |
| f | Minimum number of hours required for an engagement | | <u>4</u> /HOURS |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ | <u>N/A</u> /HR |
| 2. SITE SUPERVISOR - LEVEL TWO | | | |
| a | Regular Rate | \$ | <u>26.52</u> /HR |
| b | Holiday Rate | \$ | <u>39.77</u> /HR |
| c | Emergency/Disaster Rate | \$ | <u>39.77</u> /HR |
| d | Strike/Pandemic Rate | \$ | <u>39.77</u> /HR |
| e | Pre-Arranged Special Event | \$ | <u>26.52</u> /HR |
| f | Minimum number of hours required for an engagement | | <u>4</u> /HOURS |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ | <u>N/A</u> /HR |
| 3. ASSISTANT SITE SUPERVISOR | | | |
| a | Regular Rate | \$ | <u>24.66</u> /HR |
| b | Holiday Rate | \$ | <u>36.99</u> /HR |
| c | Emergency/Disaster Rate | \$ | <u>36.99</u> /HR |
| d | Strike/Pandemic Rate | \$ | <u>36.99</u> /HR |
| e | Pre-Arranged Special Event | \$ | <u>24.66</u> /HR |
| f | Minimum number of hours required for an engagement | | <u>4</u> /HOURS |

| | | | |
|--|--|-----------------------|--|
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ N/A _____/HR | |
| 4. SECURITY GUARD - LEVEL ONE | | | |
| a | Regular Rate | \$ _____ 23.10/HR | |
| b | Holiday Rate | \$ _____ 34.64/HR | |
| c | Emergency/Disaster Rate | \$ _____ 34.64/HR | |
| d | Strike/Pandemic Rate | \$ _____ 34.64/HR | |
| e | Pre-Arranged Special Event | \$ _____ 23.10/HR | |
| f | Minimum number of hours required for an engagement | _____ 4 _____/HOURS | |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ N/A _____/HR | |
| 5. SECURITY GUARD - LEVEL TWO | | | |
| a | Regular Rate | \$ _____ 23.75/HR | |
| b | Holiday Rate | \$ _____ 35.62/HR | |
| c | Emergency/Disaster Rate | \$ _____ 35.62/HR | |
| d | Strike/Pandemic Rate | \$ _____ 35.62/HR | |
| e | Pre-Arranged Special Event | \$ _____ 23.75/HR | |
| f | Minimum number of hours required for an engagement | _____ 4 _____/HOURS | |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ N/A _____/HR | |
| 6. SECURITY GUARD - LEVEL THREE | | | |
| a | Regular Rate | \$ _____ 24.58/HR | |
| b | Holiday Rate | \$ _____ 36.87/HR | |
| c | Emergency/Disaster Rate | \$ _____ 36.87/HR | |
| d | Strike/Pandemic Rate | \$ _____ 36.87/HR | |
| e | Pre-Arranged Special Event | \$ _____ 24.58/HR | |
| f | Minimum number of hours required for an engagement | _____ 4 _____/HOURS | |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ N/A _____/HR | |

| | | | |
|---|--|----------|---------------|
| 7. MOBILE SECURITY GUARD | | | |
| a | Regular Rate | \$ _____ | 23.75/HR |
| b | Holiday Rate | \$ _____ | 35.62/HR |
| c | Emergency/Disaster Rate | \$ _____ | 35.62/HR |
| d | Strike/Pandemic Rate | \$ _____ | 35.62/HR |
| e | Pre-Arranged Special Event | \$ _____ | 23.75/HR |
| f | Minimum number of hours required for an engagement | _____ | 4 /HOURS |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ | N/A /HR |
| 8. ARMED SECURITY GUARD - OPTIONAL | | | |
| a | Regular Rate | \$ _____ | 31.74/HR |
| b | Holiday Rate | \$ _____ | 47.61/HR |
| c | Emergency/Disaster Rate | \$ _____ | 47.61/HR |
| d | Strike/Pandemic Rate | \$ _____ | 47.61/HR |
| e | Pre-Arranged Special Event | \$ _____ | 31.74/HR |
| f | Minimum number of hours required for an engagement | _____ | 4 /HOURS |
| g | Additional charge for engagement of less than 4 hours (This would be any additional charge added to the hourly rates for Situations a-e above) | \$ _____ | N/A /HR |
| 9. SECURITY VEHICLE-Price is all inclusive. | | | |
| a | Rate per mile (include any minimums) | \$ _____ | N/A /MILE |
| b | Daily rate (based on 24 hours) | \$ _____ | N/A /DAY |
| c | Propose alternate methods for billing vehicles | \$ _____ | 2,200/MONTHLY |
| 10. DISCOUNTS | | | |
| Provide any discounted pricing that you are offering (i.e. 10% discount for a consecutive week of Guard Services at site, etc.) | | N/A | |

Provide Company Cancellation Policy: Per the termination policy in Exhibit A, in the State contract either party may terminate this Agreement upon giving a 30-day written notice.

**Exhibit D – Attachment 1
Contract Price Schedule**

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the Commissioner of Administration, as delegated to the Office of State Procurement. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under the Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any master contract that may result, including subsequent amendments to the master contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description (if requesting agency requires Site Supervisor(s) in addition to Security Guards, TCS will send two separate invoices)
- Item quantity or service hours
- Costs

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

TWIN CITY SECURITY, INC.
 519 Coon Rapids Blvd.
 Suite A
 Coon Rapids, MN 55433
 (763) 784-4160

INVOICE

BILL TO:

Attn:
 Property: [REDACTED]
 Email:

PO#/Job#/Cont#: S-970

| | |
|---|---------------------------|
| Invoice Date: Invoice Number: Account Number: | Summary Of Billing Period |
|---|---------------------------|

BILLING SUMMARY

| Officer Class | 1 | 2 | 3 | 4 | 5 |
|--------------------------------|--------|--------|--------|--------|--------|
| Regular Rates: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Holiday Rates: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overtime Rates: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Regular Hours: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Holiday Hours: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Overtime Hours: | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Miscellaneous/Training Hours: | | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| Monthly Patrol or Each Patrol: | | 0.00 | \$0.00 | \$0.00 | \$0.00 |

| | | | | |
|--------------------|---------------------------|------------------------|-----------|----------------------|
| Total Hours Billed | Current Invoice Sub Total | Adjustments or Credits | Sales Tax | Misc/Equip. Expenses |
| 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

| | | | | |
|------------------|-------------------|-----------------|-----------------|---------------------|
| Previous Balance | Payments Received | Balance Forward | Current Invoice | Current Outstanding |
| | \$0.00 | | \$0.00 | |

QUOTE FORM

STATE OF MINNESOTA
REQUEST FOR QUOTE
SECURITY GUARD SERVICES

Date: _____

Quote Due Date: _____

Contact Person: _____

Phone: _____

Email: _____

Fax: _____

_____ is requesting a price quote based on the Contract (Contract Release S-970) with the Department of Administration, Office of State Procurement (OSP) for Security Guard Services: Statewide.

Provide a description of the Scope of Services and define the level of personnel needed (i.e. Security Guard Level II, Site Supervisor I, etc.). Provide your agency wide health screening guidelines for vendor review:

All responses to this quote must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this request to the contact person listed above.

This quote shall define the scope of services to be provided under your Contract with the State. All terms and conditions of the Contract remain in full force and effect.

Name of Vendor: _____ **Vendor E-Mail:** _____

Address: _____ **Contract #** _____

Phone: _____ **Fax:** _____

Authorized Signature: _____

Typed Name of Signer: _____ **Title:** _____

QUOTE FORM
EXHIBIT A

Describe level of personnel needed (e.g. Security Guard Level II, Site Supervisor Level I, etc.):

Describe duties for level of personnel needed:

QUOTE FORM
EXHIBIT B

Describe level of personnel needed (e.g. Security Guard Level II, Site Supervisor Level I, etc.):

Describe duties for level of personnel needed:

QUOTE FORM
EXHIBIT C

Describe level of personnel needed (e.g. Security Guard Level II, Site Supervisor Level I, etc.):

Describe duties for level of personnel needed:

QUOTE FORM

PRICING – EXHIBIT A

- a. Regular Rate \$ _____ /HR
- b. Holiday Rate \$ _____ /HR
- c. Emergency / Disaster \$ _____ /HR
- d. Strike / Pandemic \$ _____ /HR
- e. Pre-Arranged Special Events \$ _____ /HR
- f. Other, Minimum number of hours per engagement _____
- g. Other, Rate for engagement of less than minimum hours \$ _____ /HR

QUOTE FORM
PRICING – EXHIBIT B

- a. Regular Rate \$ _____ /HR
- b. Holiday Rate \$ _____ /HR
- c. Emergency / Disaster \$ _____ /HR
- d. Strike / Pandemic \$ _____ /HR
- e. Pre-Arranged Special Events \$ _____ /HR
- f. Other, Minimum number of hours per engagement _____
- g. Other, Rate for engagement of less than minimum hours \$ _____ /HR

QUOTE FORM
PRICING – EXHIBIT C

- a. Regular Rate \$ _____ /HR
- b. Holiday Rate \$ _____ /HR
- c. Emergency / Disaster \$ _____ /HR
- d. Strike / Pandemic \$ _____ /HR
- e. Pre-Arranged Special Events \$ _____ /HR
- f. Other, Minimum number of hours per engagement _____
- g. Other, Rate for engagement of less than minimum hours \$ _____ /HR

EXHIBIT E, GEOGRAPHIC SERVICE ZONES S-970

Zone 1 - Eleven County Twin Cities Zone

Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, Wright

**EXHIBIT F MINNESOTA STATE LOTTERY
LOTTERY TICKET PURCHASE RESTRICTIONS FORM**
Only applicable for MN State Lottery assignments

Check one:

Lottery Director Lottery Employee Lottery Vendor

If you checked **LOTTERY VENDOR**, please print Company name and address:

Lottery Director, Lottery Employee, or Lottery Vendor, please print your name, address and social security number:

Name:

Last First Middle

Street Apt. #

City State Zip

Social Security Number: _____ - _____ - _____

Provide the complete name of all family members, age 18 or older, presently residing in your household. (MS 349A.11)
Conflict of Interest. (Use back of sheet if necessary).

| Last Name, First, Middle | SOCIAL SECURITY NUMBER | RELATIONSHIP |
|--------------------------|------------------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | |
|---------------------|----------------|
| 3. SIGNATURE | 4. DATE |
|---------------------|----------------|