



2027-2029 BID SPECIFICATIONS
NEWSPAPER PUBLICATION OF DAKOTA COUNTY LEGAL NOTICES

Dakota County is requesting bids for newspaper publication of the following County legal notices for 2027-2029:

1. Official Proceedings (in Summary form)
2. Legal Notices
3. Delinquent Real Estate Notice and List
4. First Publication of the Financial Statement.
5. Summary of Publication of the Financial Statement

This bid package contains the following:

- I. General Information for Bidders
- II. Specific Requirements for Bidders
- III. Bid Award Criteria
- IV. Minnesota Newspaper Association Formula
- V. Bid Forms (up to 5)

Exhibit 1. Standard Assurances

Exhibit 1A. Non-Collusion & Conflict of Interest Statement

Exhibit 2. Insurance Requirements

County Contact Person: Jeni Reynolds

 Sr. Administrative Coordinator to the Board

 County Administration

 (651) 438-4417

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I. GENERAL INFORMATION FOR BIDDERS

- A. Sealed bids for newspaper publication of Dakota County legal notices for 2027-2029 will be received in the Dakota County Office of County Manager, 1590 Highway 55 Hastings, MN 55033, until 11:00 am on Monday, November 23, 2026, at which time they will be opened, read and tabulated.
- B. All bids must be typewritten or written legibly in ink, sealed in an envelope, and bear the inscription "2027-2029 NEWSPAPER PUBLISHING BID" together with the name and address of the publisher.
- C. Bidders must use the attached forms when submitting bids.
- D. Bids received after the time set for bid opening will be returned to the bidder unopened.
- E. Bids will be awarded by the County Board at the Dakota County Board of Commissioners meeting on January 5, 2027; and 3-year contracts will be awarded as allowed by Minn. Stat. § 331A.06, subd. 5.
- F. Copies of all bids received will be available for inspection in the Dakota County Office of County Manager after November 24, 2026.
- G. Dakota County will send written notice of bid awards to the successful publisher(s).
- H. Dakota County reserves the right to waive any irregularities in the bids, to reject any or all bids and to make any award which it considers to be in the best interest of the County.
- I. As a condition subsequent to any agreement, the 3-year period shall be subject to any change by statute, and the county reserves the right to change the term of any contract to conform to statute.

II. SPECIFIC REQUIREMENTS FOR BIDDERS

- A. Separate bids are required for each publication.
- B. Only one newspaper per bid.
- C. Bids must be submitted using the attached forms
- D. For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.
- E. The Minnesota Newspaper Association (MNA) formula shall be used as provided on each bid form. This formula results in the cost per lower case alphabet or index number. Do not round off the index number. (Please see Page 6 for further explanation of this formula.)
- F. PUBLICATION OF OFFICIAL PROCEEDINGS IN SUMMARY FORM (Minnesota Statute § 375.12).

Note: For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

The County provides Official Proceedings camera ready.
- G. PUBLICATION OF LEGAL NOTICES (Minnesota Statute §§ 331A.01, subd. 7 and 331A.05 - .07).

Note: For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

The successful bidder will be designated as the official County newspaper for 2027-2029 and will be required to publish all Legal Notices or advertisements as required by law to be published in the official newspaper. Legal notices originate from, but are not limited to, the following County departments:

Physical Development, Administration, Public Health, Community Services, Accounting and Finance, and Property Records and Taxpayer Services.

H. PUBLICATION OF DELINQUENT REAL ESTATE NOTICE AND LIST (Minnesota Statute § 279.09).

Note: For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

The notice and list of delinquent real property shall be published once in each of two weeks, according to the following schedule. Not less than five days before the second publication, the county shall submit a revised list to the newspaper. A taxpayer who has paid delinquent taxes since the first publication must be removed from the second publication.

The Real Estate List is not provided camera ready.

2027 SCHEDULE FOR PUBLICATION OF NOTICE AND LIST OF DELINQUENT REAL PROPERTY TAXES

Week of March 4, 2027: County provides notice and list of delinquent real property taxes to Publisher. County will email the list to the Publisher and will also provide a hard copy version of the list. The list is not camera ready.

Week of March 8, 2027: Publisher delivers proof of notice and list of delinquent real property taxes to the County.

County will proof the notice and list and reviewed/corrected proof will be returned to the Publisher as soon as possible.

In addition to any corrections, the County will also cross off any taxpayers who have since paid their delinquent taxes in full for removal prior to publication.

Week of March 18, 2027: First Publication

Week of March 19, 2027: Not less than 5 days before the second publication, County will submit a revised copy of the notice and list of delinquent real property taxes to Publisher. Taxpayers who have paid their delinquent taxes in full since the First Publication are removed from the list. The list is not camera ready.

Week of April 2, 2027: Second Publication – not less than two weeks after the First Publication. The second publication must exclude the names of taxpayers who have paid their delinquent taxes in full since the First Publication.

FIRST AND SECOND PUBLICATION OF FINANCIAL STATEMENT (Minnesota Statute § 375.17.)

Note: For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

State Statute requires the County Financial Statement to be published twice, with the second publication to be done in a newspaper located in a different municipality. The Financial Statement must be arranged in the newspaper so as to be pulled out or inserted as a unit, and first publisher may be asked to provide copies of Financial Statement insert for second publication. All bidders must include their fee per insert for second publication of Financial Statement.

The Financial Statement is provided camera ready.

III. BID AWARD CRITERIA

Bid awards are based on the following:

- A. Except for the publication of delinquent real estate taxes, which has its own criteria delineated in Section III.B., the contracts for publication of all official proceedings of the county will be pursuant to Minnesota Statute § 375.12, and the bid awards will be based on the following:
 - 1. The successful bidder must be a qualified legal newspaper for the County of Dakota as defined by Minnesota Statute § 331A.02.
 - 2. The cost of publishing the notices as determined by the formula established by the Minnesota Newspaper Association, which is provided on page 6 of this document.
 - 3. Prior problems in publishing Dakota County Legal Notices.
- B. In regard to the publication of delinquent real estate taxes, the contracts for its publication will be pursuant to Minnesota Statute § 279.09 and be awarded based on the following:
 - 1. The successful bidder must be a qualified legal newspaper for the County of Dakota as defined by Minnesota Statute § 331A.02.
 - 2. The cost of publishing the notices as determined by the formula established by the Minnesota Newspaper Association, which is provided on Page six of this document.
 - 3. Prior problems with publishing Dakota County legal notices.

IV. MINNESOTA NEWSPAPER ASSOCIATION FORMULA

Several questions have been raised about how to go about comparing one publication rate to another. This, of course, is important in at least two situations: (1) When there is some doubt whether a newspaper's classified rate is higher than its legal rate; and (2) when bidding on the publication of public notices by local governments.

Unless a direct "apples to apples" comparison can be made in these situations, it is often difficult to decide just how different publication rates are related to each other. To help with this, a procedure has been worked out which allows you to make such comparisons without difficulty.

The procedure involves four quite simple steps. In order to perform the calculations, you will need the following information relating to the rate or rates which you are comparing. For example, if you are comparing legal rates, then the following information must be taken from the particular legals which the rates relate to.

- a. The line length in picas;
- b. The number of lines per inch;
- c. The length of the lower-case alphabet, in points, for the particular typeface;
- d. The charge per inch.

With this information, simply work through the following calculations:

1. Multiply the line length in picas times 12 (the number of points in a pica); this produces the line length in points.
2. Multiply this line length in points times the number of lines per inch; this produces the number of points per inch;
3. Divide the number of points per inch by the length in points of the lower-case alphabet used; this in effect produces the number of lower-case alphabets per inch. It appears to be the critical factor in determining which legal rate is the lowest, since, all other things being equal, the more type there is in each inch, the lower the actual rate will be.

On the average, it seems clear that the greater the number of lower-case alphabets in one inch, the greater the number of words there will be per inch. The use of the lower-case alphabet as the basic unit of measurement seems to be the simplest way to standardize this calculation for purposes of comparison.

4. Divide the charge per inch by the number of lower-case alphabets which you have calculated to be in each inch; this produces a number which is the cost per lower case alphabet.

This number can be compared directly to a similarly calculated figure either from any other newspaper or from another rate charged in the same newspaper, such as the classified rate. The lower the number, the lower the actual rate.

MINNESOTA NEWSPAPER ASSOCIATION Telephone: 612-332-8844

V. BID FORMS

BID FORM FOR PUBLICATION OF LEGAL NOTICES FOR 2027-2029 REQUIREMENTS:

The successful bidder will be designated as the official County newspaper for 2027-2029 and will be required to publish all notices or advertisements as required by law to be published in the official newspaper. Legal notices originate from, but are not limited to, the following county departments: Physical Development, Administration, Public Health, Community Services, Accounting and Finance and Property Records and Taxpayer Services.

SUBMITTED BY: Contact Person:

Publisher:

Address of Known Telephone:

Office of Issue:

Address of Secondary

Office of Issue:

Telephone/email address:

A) Name of newspaper in which publishing will occur (only one newspaper per bid):

B) Areas in which your newspaper is circulated, 2020 average print circulation, and 2020 average weekly website visits:

C) Is your newspaper a qualified legal newspaper for purposes of publishing Dakota County Official proceedings as established by the criteria of Minnesota State Statute 331A.02?

Yes

No

D) Bidder to work through Minnesota Newspaper Association formula as follows:

For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

1. Line length in picas: x 12 =

2. Number of lines per inch: 9 x ▼ =

3. Length of lower case

alphabet (LCA) in points: ÷ 90 =

4. Cost per column inch: ÷ =

Index Number

E) Attach sample of text used. Sample must be 100% reproduction.

F) Are you willing to charge lower price for second or additional publication of the same legal notice?

Yes No

If yes, what percent?

Signature of Bidder Date

BID FORM FOR PUBLICATION OF OFFICIAL PROCEEDINGS IN SUMMARY FORM FOR 2027-2029 REQUIREMENTS:

Each bidder is asked to submit a bid for publication of Official Proceedings in Summary Form whether or not other items are bid. The County provides the Summary camera ready.

SUBMITTED BY:

Contact Person:

Publisher:

Address of Known

Telephone:

Office of Issue:

Address of Secondary

Office of Issue:

Telephone/email address:

- A) Name of newspaper in which publishing will occur (only one newspaper per bid):
- B) Areas in which your newspaper is circulated, 2020 average print circulation, and 2020 average weekly website visits:
- C) Is your newspaper a qualified legal newspaper for purposes of publishing Dakota County Official proceedings as established by the criteria of Minnesota State Statute 331A.02?
- Yes No
- D) Bidder to work through Minnesota Newspaper Association formula as follows:
For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

1. Line length in picas: x 12 =
2. Number of lines per inch: 9 x ▼ =
3. Length of lower case ▼
- alphabet (LCA) in points: ÷ 90 =
4. Cost per column inch: ÷ =

Index Number

E) Attach sample of text used. Sample must be 100% reproduction.

Signature of Bidder Date

BID FORM FOR PUBLICATION OF DELINQUENT REAL ESTATE NOTICE AND LIST FOR 2027-2029:

REQUIREMENTS:

Due to Dakota County’s population, Dakota County is required to select a daily newspaper of general circulation for this publication.

The publication of the list of real estate taxes remaining delinquent on the first Monday of January 2027, shall be published once in each of two weeks according to the schedule provided by the county. The second publication shall exclude taxpayers who have paid their delinquent taxes since the first publication. The Real Estate list is not provided camera ready.

SUBMITTED BY: Contact Person:

Publisher:

Address of Known Telephone:

Office of Issue:

Address of Secondary

Office of Issue:

Telephone/email address:

A) Name of newspaper in which publishing will occur (only one newspaper per bid):

B) Areas in which your newspaper is circulated, 2020 average print circulation, and 2020 average weekly website visits:

C) Is your newspaper a qualified legal newspaper for purposes of publishing Dakota County Official proceedings as established by the criteria of Minnesota State Statutes 331A.02 and 279.08, including daily general circulation throughout the county?

Yes No

D) Bidder to work through Minnesota Newspaper Association formula as follows:

For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

1. Line length in picas: x 12 =

2. Number of lines per inch: 9 x ▼ =

3. Length of lower case
alphabet (LCA) in points: ÷ 90 =

REQUIREMENT:

State Statute requires the County Financial Statement to be published twice, with the second publication to be done in a newspaper located in a different municipality. The Financial Statement must be arranged in the newspaper so as to be pulled out or inserted as a unit, and first publisher may be asked to provide copies of Financial Statement insert for second publication. All bidders must include their fee per insert for second publication of Financial Statement. The County provides the Financial Statement camera ready.

SUBMITTED BY: Contact Person:

Publisher:

Address of Known Telephone:

Office of Issue:

Address of Secondary

Office of Issue:

Telephone/email address:

- A) Name of newspaper in which publishing will occur (only one newspaper per bid):
- B) Areas in which your newspaper is circulated, 2020 average print circulation, and 2020 average weekly website visits:
- C) Is your newspaper a qualified legal newspaper for purposes of publishing Dakota County Official proceedings as established by the criteria of Minnesota State Statute 331A.02?

Yes No

- D) Bidder to work through Minnesota Newspaper Association formula as follows:
For bid purposes only, all bids should be submitted in Helvetica 7 pt type, 8 leading.

1. Line length in picas: $\times 12 =$
2. Number of lines per inch: $9 \times \downarrow =$
3. Length of lower case
alphabet (LCA) in points : $\div 90 =$
4. Cost per column inch: $\div =$
- Index Number

- E) Attach sample of text used. Sample must be 100% reproduction.

F) Insert Fee for second publication of Financial Statement: \$

Signature of Bidder Date

Exhibit 1
STANDARD ASSURANCES

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

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

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

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

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

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

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

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

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

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

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

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

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

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

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

EXHIBIT 1A
Non-Collusion and Conflict of Interest Statement

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

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

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

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

Contractor has been advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the Contract shall be presented to the County Board for approval, regardless of the amount of the Contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Exhibit 2
INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$1,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as

broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability

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

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☐ 4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

☐ Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should 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. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall

provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

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

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

Revised: 11/23