REQUEST FOR PROPOSAL
for
Fiber Locate Services

Dakota County Information Technology

Release Date: November 19, 2026

Due Date: December 15, 2026

Dakota County Information Technology
Administration Center
1590 Highway 55
Hastings, MN 55033

For additional information please contact:

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INTRODUCTION AND PROGRAM DESCRIPTION

A. Background/Purpose

Dakota County (the "County") is 587 square miles in area and has a population of about 453,000. Situated in the southeast corner of the Twin Cities Metropolitan area, it is the third-most populous county in Minnesota. The County maintains a land use mixture of 1/3 urban, 1/3 suburban and 1/3 rural. This combination of land use and the confluence of two major rivers (the Mississippi and Minnesota) that form the county's northern and eastern borders makes the County a unique geographic area. Although the county seat is located in Hastings, the County has two large service centers in West St. Paul and Apple Valley, and numerous libraries and other smaller buildings throughout the county.

Between 2010 and 2023, the County's population grew by nearly 12 percent. In recent years, second and third-ring communities in the County (Apple Valley, Farmington, Lakeville, and Rosemount) have increased in population as development continues to move outwards from the urban core of Minneapolis and St. Paul into suburban cities and townships.

Since 1998, Dakota County has developed a fiber optic cable network infrastructure to connect state, county, city, and school locations within Dakota County. The development of this network has occurred through leveraging partnerships with entities that mutually benefit installation and use of fiber infrastructure. The County's "dig once" focus and approach to expand fiber and conduit assets in collaboration with partnerships has enhanced and reliable connectivity for government use both at the county and city level.

The existing fiber optic footprint covers a total of 460 miles. The Dakota County Information Technology Department is responsible for the development and maintenance of fiber networks.

Dakota County is required to comply with Minnesota excavation notification laws, maintain accurate facility records, respond to locate requests, support excavation damage prevention activities, and maintain regulatory compliance.

The Contractor will serve as Dakota County's utility locate services provider and shall perform all services necessary to support these obligations.

Program Description/Objective

The purpose of this request for proposals ("RFP") is to seek contractors qualified to provide utility locating and damage prevention services that safeguards County-owned underground fiber infrastructure, ensures compliance with statutory requirements, and supports safe excavation activities throughout Dakota County. Through this procurement, the County intends to obtain professional services that provide timely locate responses, accurate asset identification, GIS and records management, incident investigation, performance reporting, and continuous quality improvement. The overall objective is to reduce excavation-related risks, protect public investments, and maintain reliable operation of the County's infrastructure.

SCOPE OF SERVICES

Proposers shall submit proposals that address the requirements outlined in this RFP. Proposers shall submit proposals for services that meet the needs of the county wide fiber locate services.

Minimum Qualifications

Respondents must meet the following minimum qualifications to be considered for a contract award:

- Must demonstrate the expertise to perform the services described herein,
- Must have well-trained staff experienced in the services described.
- Must have established in State of MN and have at least five (5) years' experience in all aspects described in the Scope of Services.

A. Dakota County Staff Responsibilities

- Maintain ownership and oversight of County-owned underground fiber infrastructure.
- Provide available GIS data, facility records, maps, and other documentation necessary to support Contractor services.
- Designate a county contract administrator as the primary point of contact for contract management and issue resolution.
- Review and approve reports, deliverables, invoices, and GIS updates submitted by the Contractor.
- Notify the Contractor of newly constructed, modified, acquired, transferred, or retired facilities that require updates to records, mapping, or GSOC registration information.
- Provide timely access to County personnel, records, facilities, and information reasonably necessary for performance of the services.
- Coordinate internal County communications related to utility locate activities when County involvement is required.
- Review damage investigations and determine appropriate corrective actions, claims, recovery efforts, or legal actions related to County-owned facilities.
- Participate in periodic performance reviews with the Contractor to evaluate service levels, reporting, compliance, and contract performance.
- Retain authority for all policy, operational, budgetary, and regulatory decisions affecting County-owned infrastructure.

B. Contractor Responsibilities

1. GSOC Registration and Administration
   - Maintain Dakota County's registration with Gopher State One Call.
   - Maintain all notification areas and service territories.
   - Maintain operator, emergency, administrative, and billing contacts.
   - Ensure twenty-four (24) hour emergency response availability.
   - Update registration records when facilities are added, relocated, retired, abandoned, transferred, or otherwise modified.

2. GIS and Facility Records Management
   - Maintain accurate digital records of County-owned underground fiber facilities.
   - Maintain GSOC service area maps and notification polygons.
   - Update GIS records when facilities are installed, relocated, repaired, retired, abandoned, or transferred.
   - Conduct periodic GIS quality assurance reviews.
   - Reconcile field conditions with GIS records.
   - Document discrepancies and recommended corrections.
   - Maintain revision history and metadata for mapping updates.

3. Locate Ticket Management:
   - Receive and manage all GSOC notifications. Approximately 12,500 annually.

- Review active tickets daily.
- Verify proper ticket assignment.
- Monitor ticket response deadlines.
- Respond through the GSOC Positive Response System.
- Maintain electronic records of ticket activity.
- Retain historical records in accordance with County retention requirements

4. Utility Locating Services
   - Locate and mark County-owned underground fiber facilities. Approximately 2,000 annually.
   - Respond to emergencies, priority, and routine locate requests.
   - Utilize industry standard locating methods and equipment.
   - Maintain locate accuracy sufficient to prevent damage incidents.
   - Install tracer wire and locating aids where applicable.
   - Mark facilities using APWA Uniform Color Codes.
   - Maintain visible and accurate markings throughout the life of the locate request.
   - Document locate results and field activities.

5. Excavation Monitoring and Damage Prevention
   - Support excavation damage prevention activities.
   - Coordinate with excavators, contractors, utility owners, and County staff.
   - Verify excavation activities correspond to locate requests.
   - Verify compliance with applicable tolerance zone requirements.
   - Track excavation activity when necessary.
   - Document conflicts, access issues, and field conditions.
   - Support damage prevention education and awareness efforts.

6. Assist with Damage Investigation and Incident Response
   - Investigate all utility damages involving County facilities.
   - Provide all information necessary for claims and subrogation activities.
   - Notify County representatives immediately following a damage event.
   - Submit incident reports within timelines established by the County.

7. Regulatory Compliance
   - Minnesota Statute 216D
   - Minnesota Statute 216G
   - Applicable GSOC requirements
   - Applicable state and federal regulations
   - Applicable safety requirements
   - Maintain accurate records to support audits, reviews, inspections, and investigations

8. Reporting
   - Tickets received
   - Tickets completed
   - Outstanding tickets
   - Damage incidents
   - Escalated issues
   - Ticket volume

- On-time response rates
- Locate accuracy metrics
- SLA compliance
- Damage incidents

9. Process and submit quarterly reports for Minnesota Office of Pipeline Safety (MNOPS)
    - Report locating performance metrics
    - Document damages, near misses, and compliance exceptions
    - Maintain recordkeeping needed for regulatory audits

10. Quality Assurance
    - Conduct internal quality reviews.
    - Audit completed locates.
    - Cooperate with County audits and inspections

GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

The Contractor's sole point of contact for this RFP is:

Hamza Akram, Sr. Business Analyst
Dakota County Information Technology
1590 Highway 55
Hastings, MN 55033
Hamza.Akram@co.dakota.mn.us

B. Questions

Questions regarding this RFP must be submitted by email and must be received no later than 4:00 pm on December 1, 2026.

Responses to the questions submitted will be posted on the County's website no later than December 8, 2026, at Doing Business - Request For Bids, Proposals and Information:
https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/

C. Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by County staff in a written addendum and posted on the County's website at Doing Business – Request for Bids, Proposals and Information at https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/. No verbal modification will be binding.

D. Examination of Proposal Documents

By submitting an RFP, the Contractor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the objectives of this RFP.

E. Pre-Contractual Expenses

Pre-contractual expenses are expenses incurred by the Contractor in: 1) preparing its quote/proposal in response to this RFP; 2) submitting that quote/proposal to the County; or 3) any other expenses incurred by the Contractor prior to the date of execution of the proposed contract. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractors in the preparation of their quote/proposals. Contractors shall not include any such expenses as part of their quote/proposals.

F. Contract Award

Issuance of this RFP and receipt of proposals does not commit Dakota County to award a contract. Dakota County reserves the right to postpone proposal review at its own convenience, to accept or reject proposals based on evaluation of the submitted information, to accept other than the lowest cost proposal, to negotiate with other than the selected Contractor should negotiations with the selected Contractor be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

G. Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

Public Data Requests can be submitted on the County's website:
https://www.co.dakota.mn.us/Government/DataPractices/

H. Joint Offers

Where two or more Contractors desire to submit a single quote/proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Dakota County intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. Dakota County Rights

County staff may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by Contractor, and require additional evidence of qualifications to perform the work described in this RFP. County staff reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Contractors eligible for interview after evaluation of written proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

This RFP does not commit Dakota County to enter into a contract, nor does it obligate Dakota County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

SUBMISSION OF PROPOSAL

A. Proposal Submittal

The Contractor must review the attached requirements specifications, scope of services, and exhibits and submit one (1) electronic copy of the proposal by 4:30 pm on December 15, 2026 to Hamza.Akram@co.dakota.mn.us.

B. Proposal Format

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. All text and exhibits should be succinct and relevant to the RFP requirements.

C. Proposal Contents

The proposal must include, at a minimum, the following sections:

1. Letter of Transmittal

The proposal must be submitted on the firm's official business letterhead. The letter is to transmit the quote/proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.
Include, at a minimum, the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm including an outline of the firm's previous and current scope of services demonstrating qualifications to provide the scope of services requested by the RFP.

3. Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, email and telephone number.

4. Qualifications and Experience

Identify similar services undertaken by the Contractor within the last five (5) years. Provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each service listed.

- Minimum five (5) years providing utility locating services.
- Experience supporting fiber optic infrastructure.
- Experience working with GSOC.
- Experience supporting public-sector clients.
- Experience with GIS-integrated utility management.

5. **Completed requirements document and pricing worksheet**

Parties must complete both the documents of the requirements spreadsheet included as Attachment A and Attachment B with pricing cost/rate proposal sheet. Failure to complete the requirements spreadsheet and provide a pricing worksheet may result in the proposal being rejected as non-responsive.

6. **Conflict of Interest**

The Contractor must identify any potential conflict of interest it may have with this proposal. See Attachment F: Non-Collusion and Conflict of Interest Statement.

7. **Exceptions and Deviations**

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

8. **Contract Terms and General Conditions**

Attachment C of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Proposals should indicate the firm's willingness to agree to such provisions.

9. **Registration and Good Standing**

All responders must be registered to do business in the United States and follow U.S. law (licensing etc.) and be in compliance with Minnesota law governing transaction of business in the State of Minnesota. Upon award of the contract, the County will verify compliance prior to contracting.

TIMELINE AND BUDGET

A. Program Timeline

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The term of the contract to be awarded under this RFP will be for one year and may be extended up to two additional 1-year terms depending on the County's budget.

1. Release RFP: November 19, 2026
2. Questions Due: December 1, 2026
3. Responses to Questions Posted: December 8, 2026
4. RFP Proposals Due: December 15, 2026
5. Contractor Selection: TBD
6. Anticipated Contract Start Date: TBD
7. Contract End Date: TBD

B. Budget and Payment

1. **Contractor Budget**

Contractor must identify the rate structure for the services identified in the Scope of Services.

2. **Payment for Services**

Invoicing for payment

Contractor will be paid after identified project work is complete and passed inspection by both County staff and permit inspectors if required. Payment will occur within 30 days after the receipt of:

- An itemized bill for the completed work.
- Close out package with all testing, as built documentation and maps.

Contractor shall submit invoices for services performed. Invoiced prices must match contract agreed upon rates.

PROPOSAL EVALUATION CRITERIA

One contract will be awarded based on, but not limited to, the following factors:

1. Ability to meet required scope of services
2. Proposed technical approach
3. Quality control: Based on methods to ensure quality services
4. Reporting capabilities
5. Cost Proposal

ATTACHMENT A: REQUIREMENTS

Please refer to additional documents on the Dakota County website

ATTACHMENT B: PRICING WORKSHEET

Please refer to the Pricing Worksheet on the Dakota County website

ATTACHMENT C: SAMPLE CONTRACT

*Dakota County Contract #DCA*SAMPLE

CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND [SAMPLE]
FOR [SAMPLE]

This Contract (Contract) is made and entered into between the County of Dakota, a political subdivision of the State of Minnesota, by and through its [SAMPLE], ("**County**") and [SAMPLE] ("**Contractor**"). Contractor and County are collectively referred to herein as the "**parties**" and individually as "**party**."

WHEREAS, the County requires services for [SAMPLE], as identified in the County's Request for [SAMPLE] ("**County's Solicitation**"), dated [SAMPLE], attached and incorporated as Exhibit [SAMPLE]; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contact Contractor's [SAMPLE] ("**Proposal**"), attached and incorporated as Exhibit [SAMPLE]; and

ACCORDINGLY, the Parties agree:

1. TERM

This Contract is effective and enforceable on [SAMPLE] ("**Effective Date**") and expires on [SAMPLE] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Contract ("**Expiration Date**").

2. CONTRACTOR'S OBLIGATIONS

2.1. General Description. Contractor will provide the various labor, equipment and services generally described as [SAMPLE] and the Proposal on an as-needed basis as requested by the County from time-to-time (the "Services"). Contractor acknowledges that this Contract does not obligate the County to request Services from Contractor and does not grant Contractor the exclusive right to perform the Services for the County. Contractor will perform all requested Services in a professional manner and in accordance with the County's requests. Contractor's personnel shall be trained and competent with respect to performing the requested Services. Services will be provided promptly and within reasonable time frames as provided by the County. Contractor shall confer with the County's Authorized Representative as often as is necessary in connection with the services to be performed under this Contract.

2.2. Order for Services. The requested Services shall be identified in writing by the parties in an Order for Services. Each Order shall be identified as an addendum to this Contract and shall be deemed incorporated into this Contract by this reference and by reference in the Order and deemed a part hereof. Each party shall perform its respective obligations as stated in each Order and in this Contract. In the event of a conflict between the terms of this Contract and the terms of an Order, the Order shall control to the extent of such conflict.

2.3. Changes. Either party may request changes to an Order for Services. In such event, the requesting party shall provide a written description of the changes and the parties shall consult and cooperate with each other in good faith to discuss the change and any change in costs, scheduling modifications, equipment requirements, and other implications of the proposed changes. Any requested change shall be become effective only upon mutual execution of a written change order or amendment to an Order for Services, at

which time it shall become part of the applicable Order. Additional change control procedures may be set forth in an applicable Order.

2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.

2.3. Standard of Care. In the performance of the Services, Contractor must use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.

2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section. **[Add for consultant contracts only]** The County will provide Contractor with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services.

2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing. **[Add for consultant contracts only]** The County will not control the manner or means by which Contractor, or its employees or contractors, perform the Services. However, the Contractor will be responsive to the needs and concerns of the County in performing the Services.

2.6. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County following assurance from the Contractor and Contractor's successor that such successor will be able to fulfill its obligations under the Contract and has agreed in writing to assume all rights, duties, liabilities, obligations, and provisions of the Contract and be bound by the terms thereof.

2.7. Property. Contractor must return the County's property, documentation, records, or other types of data within 14 calendar days of the Expiration Date or after receipt of a Notice of Termination, whichever occurs first. Contractor must maintain records related to its performance of the Contract as may be directed by the County in the Notice of Termination (as applicable) or as required by law or this Contract.

2.8. No Conflict of Interest/ Collusion. The Contractor agrees to the terms contained in Exhibit [SAMPLE], Non-Collusion and Conflict of Interest Statement.

2.9. [Only if applicable]

Substantial Completion. Contractor agrees to substantially complete Services under this Contract on or before [SAMPLE].

3. PAYMENT

3.1. Total Cost. County will pay Contractor a total amount not to exceed [SAMPLE] and [SAMPLE]/100 Dollars ($[SAMPLE]) ("**Contract Maximum**"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

3.2. Compensation.

A. The County will pay the Contractor for the Services: **[Select one; delete the others]**

- in the fixed amounts set out in the Proposal, which is attached and incorporated as Exhibit 3A.
- at the rate of $[SAMPLE] per hour. Any incidental or out-of-pocket expenses must be pre-approved by the County's Authorized Representative to be eligible for reimbursement under this Contract.
- in accordance with the pricing stated in State of Minnesota Cooperative Purchasing Venture Contract No. [SAMPLE]. The County is a State of Minnesota Cooperative Purchasing Venture

member and is entitled to the pricing and terms provided for in Contract No. [SAMPLE]. The pricing stated herein shall control during the term of this Contract notwithstanding the expiration of, termination of or changes to the cooperative purchasing contract.

B. **[Select one; delete the other]**

- The Contractor must submit monthly invoices summarizing the Services provided during the month and the compensation due for those Services. Along with the monthly invoice, the Contractor will provide information on what was worked on by the Contractor during the invoicing period.
- The Contractor must submit invoices as follows: [SAMPLE].

3.3. Time of Payment. The County will pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.

3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County will pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For unpaid balances of less than $100, the County will pay the actual interest penalty due the Contractor.

3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoice is due.

3.6. Payment for Unauthorized Claims.

A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.

B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.

C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the deadline for payment after receipt of an invoice.

D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

4.1. General. Contractor must abide by all Federal, Minnesota, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit [SAMPLE]. Any violation of this section is a material breach of this Contract. No Notice of default is required to terminate under this section.

4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

4.3. Licenses. At its own expense, Contractor must procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the services under this Contract. Contractor must furnish copies of the above to the County upon request. Contractor must provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers, and employees must abstain from discrimination, harassment, and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor must inform the County of compliance with any required remedial actions within the time provided by the County. If the behavior persists, the County may terminate the Contract in accordance with Section 12. The Contractor must have policies that prohibit retaliation for reporting that is not in compliance with this provision.

[Only if applicable]

4.5. Digital Content Accessibility Standards. Contractor warrants that the following deliverables provided to the County in digital form ("Digital Content") as part of the Services must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA at the time of delivery to the County:

[Select one bullet-point & delete the others]

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.
- [sample]
- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

Contractor must promptly correct all accessibility defects upon discovery or notice, and no later than 30 days following such discovery or notice, at no additional charge to the County, unless the County approves a different schedule in writing. If Contractor is unable to comply with the required standards for a specific Digital Content, Contractor shall provide alternative solutions for the nonconforming Digital Content upon request, at no additional charge to the County. Failure to remedy an accessibility defect in compliance with this Section constitutes a material breach of the Contract.

[Only if applicable]

4.6. Prison Rape Elimination Act of 2003 ("PREA"). To the extent that the requirements of PREA are applicable to this Contract, the County has a zero-tolerance standard against sexual misconduct in its secured facilities. Contractor is responsible for compliance with all requirements of PREA and implementing regulations. Contractor shall follow all County policies concerning the same and shall provide County, upon request, with all documentation evidencing compliance. The County may terminate this Contract immediately for failure to comply with this provision.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "**Notice**") must be in writing and provided to the Authorized Representative by at least one of the following:

A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or

B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor must indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "**Losses**"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

A. Intentional, willful, or negligent acts or omissions; or

B. Actions or omissions that give rise to strict liability; or

C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract

whether or not well-founded in fact or in law, known or unknown, foreseen, or unforeseen, fixed, or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The Parties will promptly provide Notice in writing and in reasonable detail of:

A. Any demand, action, suit, or proceeding against the party providing Notice; or

B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

7.4. Control of Defense and Settlement. Contractor must promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.

8. INSURANCE

Contractor must maintain policies of insurance as set forth in Exhibit [SAMPLE] and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

9.1. Subcontracting Generally Prohibited. Contractor may not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.

9.2. Permitted Subcontracting. **[for consultant contracts in which a staffing company subcontracts, only]** County agrees that Contractor will subcontract its performance of the Services to [SAMPLE] Contractor may subcontract with the subcontractors as permitted by the County in writing, subject to the following:

A. Contractor is responsible for the performance of its subcontractors.

B. All subcontractors must comply with the provisions of this Contract.

C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

9.3. Notice to County. Contractor must provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

9.4. Payment of Subcontractors. This section is required by Minn. Stat. § 471.425. Contractor must pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For unpaid balances of less than $100, the Contractor must pay the actual interest penalty due the subcontractor.

9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party will be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

12.1. Termination Without Cause. Either party may terminate this Contract without cause upon 30 calendar days' Notice of Termination to the other party.

12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

A. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract;

B. Failure to perform Services or payment within the time specified in this Contract;

C. Failure to perform any other material provision of this Contract;

D. Failure to diligently and timely perform Services which endanger performance of the provisions of this Contract; and

E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-county source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.

12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor must:

A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination;

B. Complete performance of any work that is not discontinued by the Notice of Termination;

C. Cooperate with County with any transition of Services;

D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract;

E. Comply with the return of County property, as stated in Section 2.7; and

F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.6. Duties of County upon Termination of the Contract for Cause or without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County will make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.

12.7. Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the provisions of this Contract prior to the effective date of termination. Termination does not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit [SAMPLE], Standard Assurances, and the indemnity provisions of Section 7.

B. The County is not liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective Parties for purposes of this Contract are as follows:

To Contractor:	**To the County:**
[SAMPLE]	[SAMPLE]
[SAMPLE]	[SAMPLE]
[SAMPLE]	[SAMPLE]
[SAMPLE]	[SAMPLE]
Telephone: [SAMPLE]	[SAMPLE]
Email address: [SAMPLE]	Telephone: [SAMPLE]
	Email address: [SAMPLE]

14.2. The Authorized Representative, or successor, has authority to bind the respective party and sign this Contract. The County's Authorized Representative has only the authority granted by the County Board. The Parties must promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor will thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination must also be provided to:

Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033

15. LIAISON

15.1. The Liaisons of the respective Parties for purposes of this Contract are as follows:

Contractor Liaison: [SAMPLE]	County Liaison: [SAMPLE]
Telephone: [SAMPLE]	Telephone: [SAMPLE]
Email Address: [SAMPLE]	Email Address: [SAMPLE]

15.2. The Liaison, or successor, has authority to assist the Parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The Parties must promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor will thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "**Works**"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably

assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both Parties' Authorized Representative.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. CONFIDENTIALITY AND SECURITY

19.1. As used in this Contract, "**Protected Data**" has the same meaning as not public data as defined in Minn. Stat. § 13.02, subd. 8a. Protected Data includes Trade Secret Data, as defined in Minn. Stat. § 13.37, subd. 1(b), which Contractor has identified as such prior to providing to County.

19.2. The Parties may create, collect, or disseminate Protected Data in connection with this Contract. The Parties must not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party, other than those performing work on the party's behalf, in any way whatsoever any Protected Data, unless required or allowed by law.

19.3 Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request. Contractor must limit access to County Protected Data to those persons who require the information to provide the Services.

19.4. Contractor must provide County with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a), or a suspected breach of the security of data, and must assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.

19.5. Contractor must cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the provisions of this Contract. The Parties will promptly notify each other when any third-party requests Protected Data related to this Contract or Contract Services. Contractor must ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.

19.6. If County staff determine that Contractor or Contractor's employees, volunteers or permitted subcontractors (collectively, "**Personnel**") may have access to secured County areas, Contractor or Contractor's personnel must possess on their persons valid County-issued identification, in compliance with County Policy 4022 "Identification Credentialing for Facility Access." Contractor must immediately notify the County Liaison when it has knowledge of any felony conviction of Personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected Personnel any further access pending further instruction from the County. Contractor must promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).

19.7. **[Only if applicable]**

System Access. Contractor agrees to comply with all requirements and duties contained in Exhibit 1B, Dakota County Systems Access, as applicable.

19.8. **[Only if applicable]**

CJIS Requirements. Contractor agrees to abide by all Federal Bureau of Investigation (FBI) Criminal Justice Information Systems (CJIS) requirements, as applicable. Contractor will comply with the CJIS Security Addendum and promptly provide the CJN Liaison with a signed Certification for each subcontractor or employee who may have access to criminal history record information and related data as part of performing the Services.

19.9. This section survives expiration or termination of this Contract.

20. MERGER

20.1. Final Agreement. This Contract is the final expression of the agreement of the Parties, containing the complete and exclusive statement of the provisions agreed to by the Parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

20.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit [SAMPLE] - Standard Assurances
Exhibit [SAMPLE] - Non-Collusion and Conflict of Interest Statement
Exhibit [SAMPLE] - Dakota County Systems Access [if applicable]
Exhibit [SAMPLE] - Insurance Terms
Exhibit [SAMPLE] - County's Solicitation
Exhibit [SAMPLE] - Proposal
Addendum - CJIS Security Addendum [if applicable]

20.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any part of any Exhibit and the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, this Contract, unless such construing or construction results in ambiguity. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2, [etc.].

21. ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

22. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the Parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract will not be resolved strictly against the Party that drafted the Contract. It is the intent of the Parties that all language used in this Contract be constructed and construed to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County will make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134 Form and Instructions are found at https://www.revenue.state.mn.us/sites/default/files/2019-01/ic134.pdf

[Only if applicable]

24. NO EXCLUSIVITY

The Parties acknowledge that this Contract is non-exclusive and that either party is free during and after the term to engage or contract with third parties for the provision of similar services.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date(s) indicated below.

COUNTY OF DAKOTA

By: _____

[Name, Title]

[Department]

Date of Signature: _____

County Board Res #: [SAMPLE]

CONTRACTOR

(***I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)***

By: _____

Signature

_____

Title

Date of Signature: _____

ATTACHMENT D: STANDARD ASSURANCES

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.

1. **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.

2. **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. and the U.S. Department of Health and Human Services. 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.

3. **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.

4. **PROHIBITED TELLECOMMUNICATIONS 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.

5. **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).

6. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, 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)

ATTACHMENT E: 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 $2,000,000 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 $2,000,000 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 $1,000,000 per accident.

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

☒ 5. N*etwork Security and Privacy Liability*.

N*etwork 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

ATTACHMENT F: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ Email: _____

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

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

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

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

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

_____	_____	_____
Authorized Signature	Title	Date

You are advised that according to 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.

Submit this form as part of the Bid, Proposal or Quote response.

ATTACHMENT G: TRADE SECRET FORM

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

All responders must select one of the following boxes:

☐ My bid/proposal does not contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.

☐ My bid/proposal does contain "trade secret information" because it contains data that:

1. (a) is a formula, pattern, compilation, program, device, method, technique or process; AND

   (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND

   (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. I have submitted one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible AND I am attaching an explanation justifying the trade secret designation.

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

Submit this form as part of the Bid or Proposal response

Revised: 6/28/2018

Authorized Signature	Title	Date

ATTACHMENT H: PROPOSAL SIGNATURE FORM

1. In submitting this proposal, it is understood by the Proposer that Dakota County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation.

2. In submitting this proposal, it is understood that Dakota County reserves the right to reject any or all Proposals, to waive any informality or irregularity in any proposal received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation.

3. By signing this proposal, the proposer understands and agrees to the terms and conditions set forth in the scope of services.

4. This document can only be signed by a person authorized to bind the proposer to a contract.

5. NON-COLLUSION STATEMENT must be attached to this proposal Form and signed by the Contractor's duly authorized representative.

Indicate Addenda received: _____

Please print: _____

Legal Name of Company

_____

Address

_____

Name and Title of Authorized Agent

_____

Signature

_____

Date

Incorporated in the State of: _____

Indicate type of company: _____

Corporation/partnership/sole proprietorship