REQUEST FOR Quote: 2026/2027 Card Access Upgrades

Adam Montain (Life Safety and Security System Administrator)

Dakota County Facilities Management Department

Release Date: November 2, 2026

Quote Due Date: 12 PM November 25, 2026

Dakota County Facilities Management Department
Administration Center
1590 Highway 55
Hastings, MN 55033

For additional information please contact:
Adam Montain (Name)
Adam.Montain@co.dakota.mn.us
651-438-4351

Table of Contents

REQUEST FOR Quote: 2026/2027 Card Access Upgrades 1
INTRODUCTION AND PROGRAM DESCRIPTION 3
General Background 3
Program Description 3
SCOPE OF SERVICES 3
Materials Contractor Supplies 3
Contractor Labor 3
Dakota County Work 4
Addendums 4
Panel Pictures 4
GENERAL INSTRUCTIONS FOR CONTRACTOR 9
A. Contact Person 9
B. Questions 9
C. Addenda/Clarifications 9
D. Examination of Proposal Documents 10
E. Pre-Contractual Expenses 10
F. Contract Award 10
G. Public Records and Requests for Confidentiality 10
H. Joint Offers 11
I. Dakota County Rights 11
SUBMISSION OF PROPOSAL 11
A. Proposal Submittal 11
B. Proposal Format 11
C. Proposal Contents 11
TIMELINE AND BUDGET 12
A. Program Timeline 12
B. Budget and Payment 12
PROPOSAL EVALUATION CRITERIA 13
ATTACHMENT A: STANDARD ASSURANCES 14
ATTACHMENT B: INSURANCE TERMS 17
APPLICABLE SECTIONS ARE CHECKED 17
ATTACHMENT C: SAMPLE CONTRACT 19
ATTACHMENT D: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT 28
ATTACHMENT E: TRADE SECRENT INFORMATION FORM 29
ATTACHMENT F: COUNTY SECURITY REQUIREMENTS 30

INTRODUCTION AND PROGRAM DESCRIPTION

General Background
Dakota County has numerous Lenel Series 1 access control panels, reader boards, input boards, and output boards which need to be replaced with Lenel series 3 equipment.

Program Description
Contractor will be purchasing Lenel series 3 control boards, reader boards, input boards, and output boards to replace the existing series 1 boards at each site. The contractor will be replacing these on a 1 to 1 basis at:

- Schaar's Bluff Gathering Center – 8395 127th Street East, Hastings MN 55033
- Dakota County Robert Trail Library – 14395 South Robert Trail, Rosemount MN 55068
- Historical Museum – 130 3rd Avenue North, South St Paul MN 55075
- Pleasant Hill Library – 1490 So. Frontage Road, Hastings MN 55033
- Farmington Library – 508 3rd Street, Farmington MN 55024

The contractor is encouraged to re-use the existing enclosers as much as possible but may need to get new enclosures if the current enclosures cannot fit the new boards and/or be retrofitted. The contractor is responsible for ensuring all the access boards are secured in an enclosure and functioning.

SCOPE OF SERVICES

Materials Contractor Supplies
The following are the materials a contractor is going to need to purchase for this project. This is not a full list of materials but covers the main items needed. The contractor is responsible for all the materials needed to complete this project unless it is specifically designated as being provided by the county.

- 5 LNL-X3300
    - 1 for Schaar's Bluff
    - 1 for Robert Trail
    - 1 for Dakota Historical Museum
    - 1 for Pleasant Hill Library
    - 1 for Farmington Library
- 9 LNL-X1320
    - 3 for Shaar's Bluff
    - 2 for Robert Trail
    - 1 for Dakota Historical Museum
    - 3 for Pleasant Hill Library
- 1 LNL-1100
    - 1 for Dakota Historical Museum
- 2 LNL-1200
    - 1 for Robert Trail
    - 1 for Dakota Historical Museum

Contractor Labor
The following is the labor the contractor is expected to complete as part of this project. It does not include all the work but covers the main items which need to be completed. The contractor is responsible for all the labor needed to complete this project unless it is specifically designated as being completed by the county. The contractor is allowed to use subcontractors as needed to complete work which is outside their company's scope. The contractor is responsible for all the work of any subcontractor they use.

- Purchase the materials required
- Upload the county provided network information into the newly purchased X3300 panels *Dakota County project manager will program the panels into the Lenel software on the date of the install, not the contractor
- Replace the series 1 boards with series 3 boards on a 1 to 1 basis

- Land the wires from the series 1 boards on the new series 3 boards
  *Wires should be landed in the same location so programming of the door controls does not need to change
- Coordinate with the Dakota County Project Manager on the installation dates
- Test all the readers, inputs, and outputs onsite once the new boards are installed

Dakota County Work

The following is the labor Dakota County is expected to complete as part of this project. If additional work is needed to complete the work which is not outlined in this request, it is the responsibility of the contractor to complete.

- Provide contractors who meet the security requirements (Attachment F) with access to the building and access panels
- Provide the contractor with the X3300 network information
- Notify the staff at each site when work is scheduled to take place
- Work with the contractor on the install date to re-program the OnGuard 8.2 software with the new X3300
- Work with the contractor on testing all the re-installed downstream devices

Addendums

No addendums currently.

Panel Pictures

Below are the pictures of the enclosures being replaced at each site.

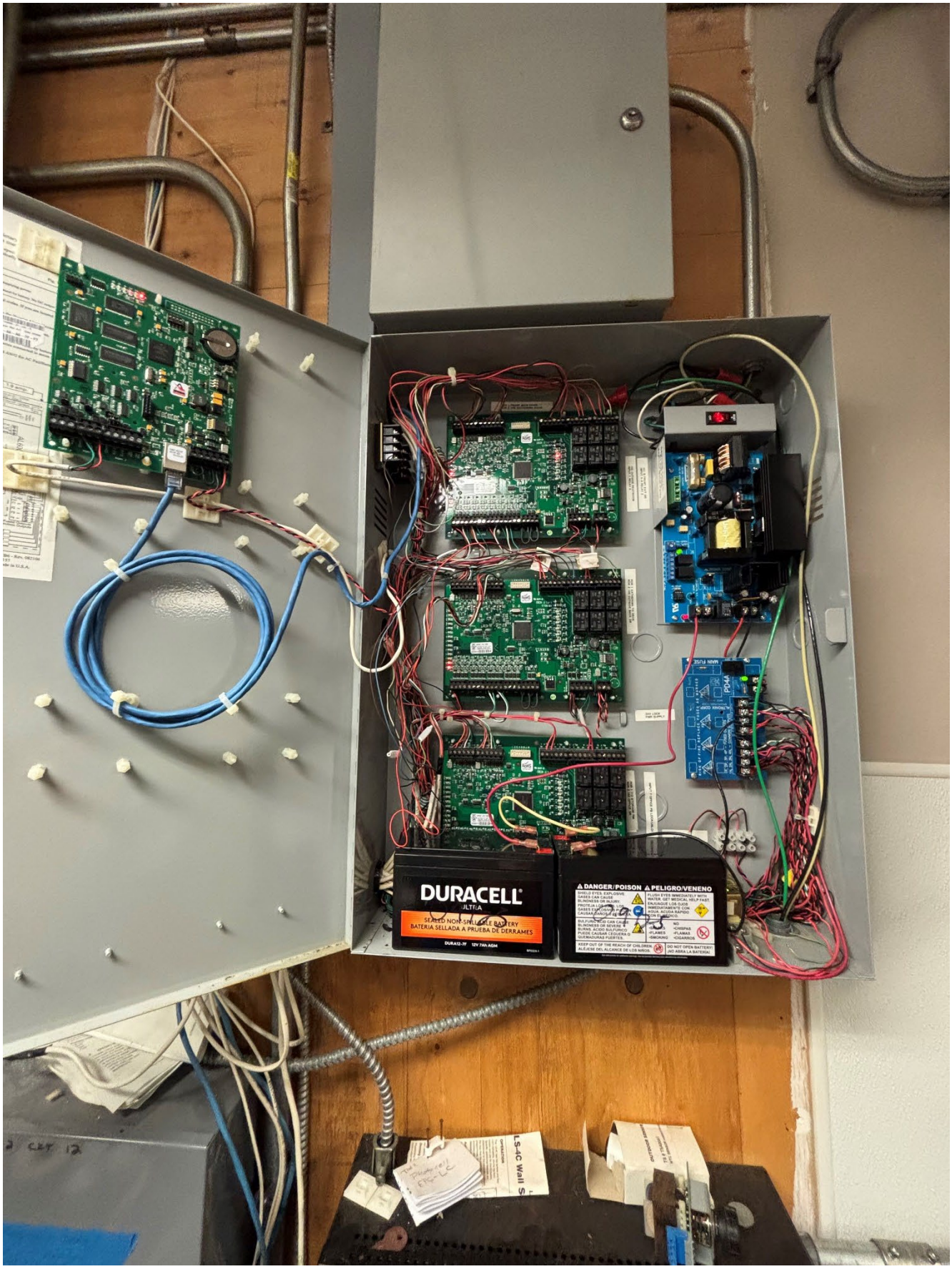


Figure 1 - Schaar's Bluff Access Panel



Figure 2 - Robert Trail Access Panels



Figure 3 - Dakota Historical Museum Access Panels

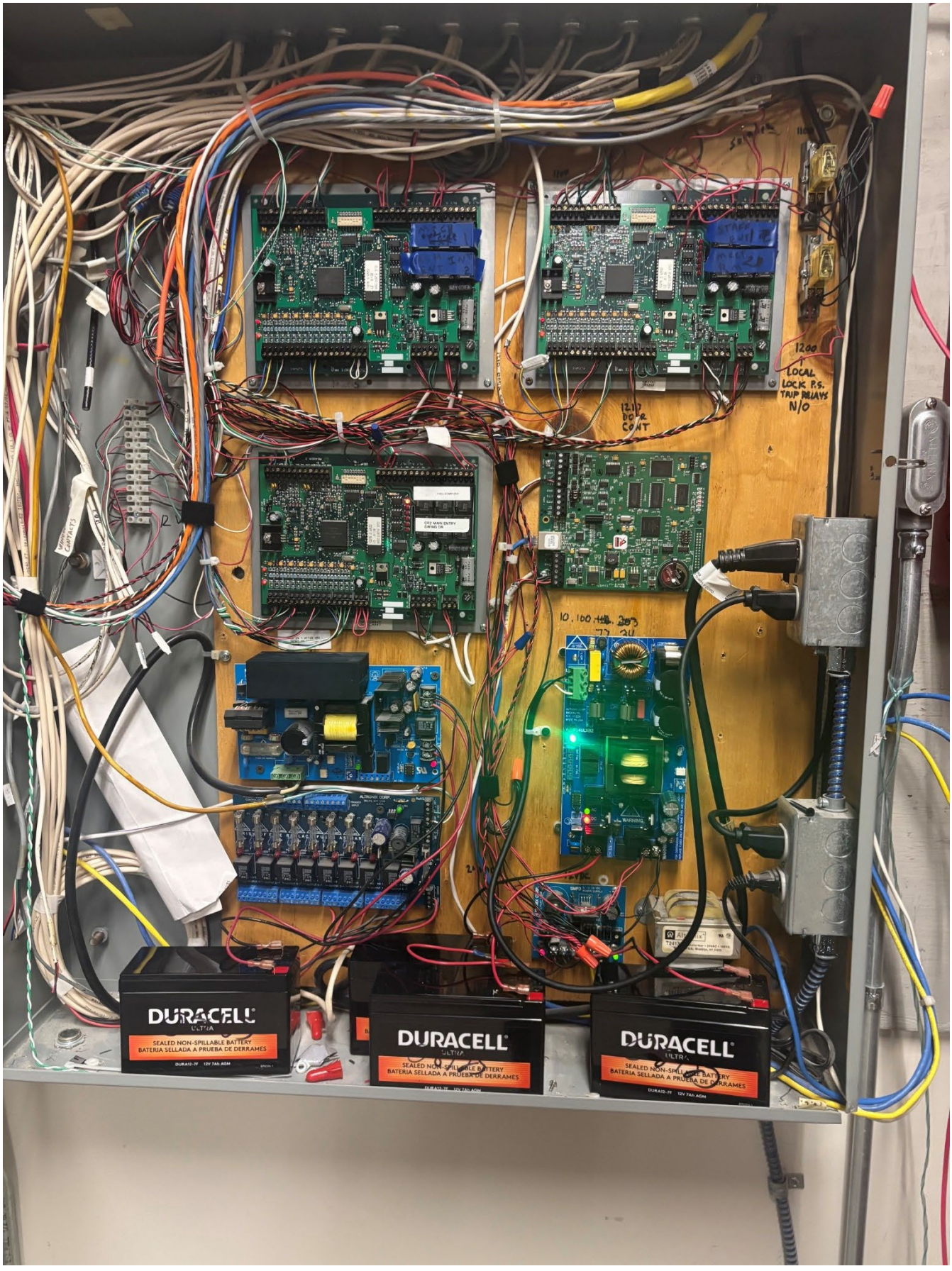


Figure 4 - Pleasant Hill Access Panels

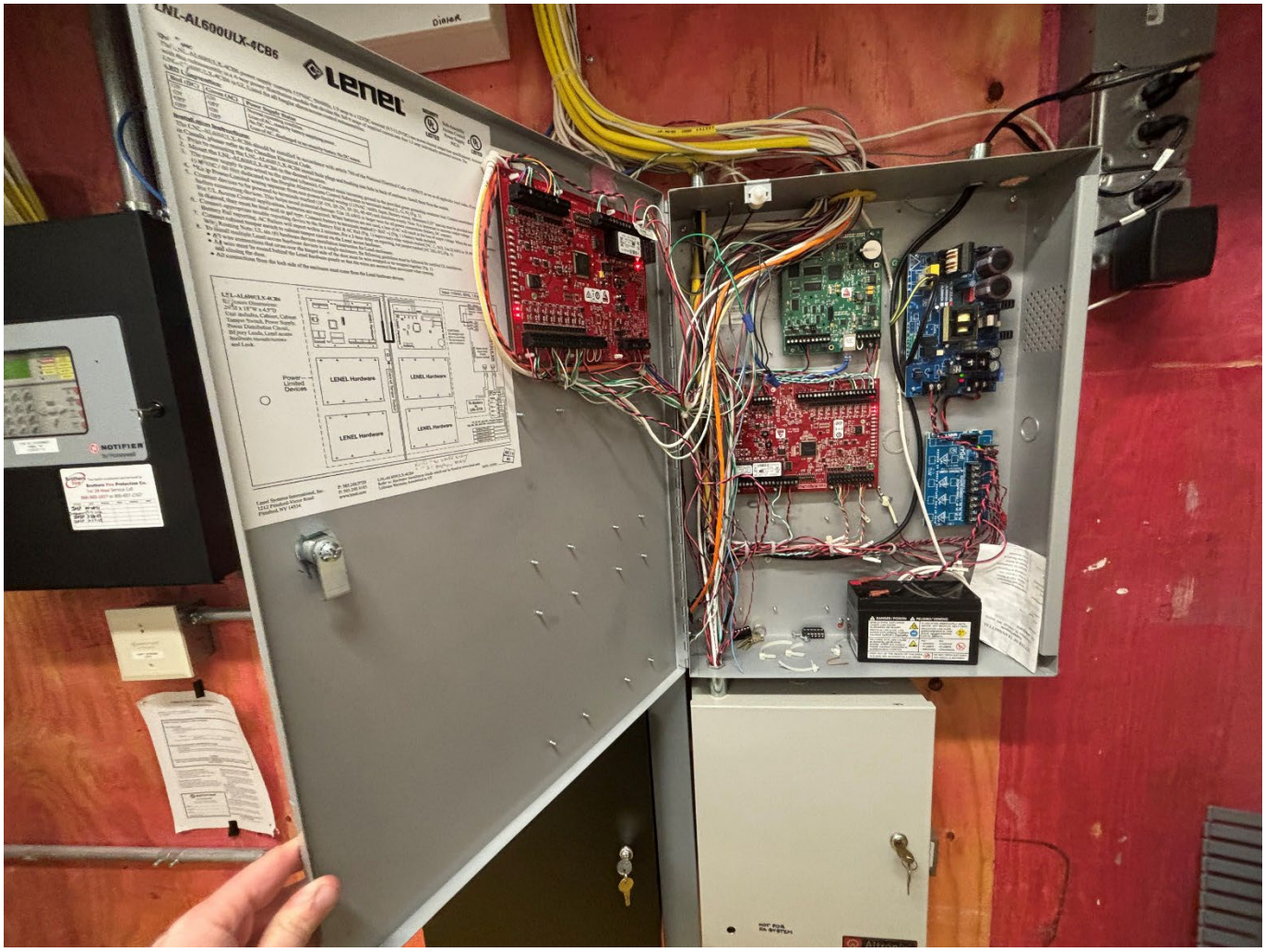


Figure 5 - Farmington Library Access Panels

GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

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

Adam Montain, Life Safety and Security System Administrator
Dakota County Facilities Management Department
1590 Highway 55
Hastings, MN 55033
Adam.Montain@co.dakota.mn.us
Phone: 651-438-4351
Fax: 651-438-8455

B. Questions

Questions regarding this RFQ must be submitted by email and must be received no later than 12 PM November 10th, 2026.

Responses to the questions submitted will be posted on the County's website no later than 3 PM, November 18th, 2026, at Doing Business - Request For Bids, Proposals and Information: http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx

C. Addenda/Clarifications

Any revisions or modifications to the RFQ 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

http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx. No verbal modification will be binding.

D. Examination of Proposal Documents

By submitting an RFQ, the Contractor represents that he or she has thoroughly examined and become familiar with the work required under this RFQ and that he or she is capable of performing quality work to achieve the objectives of this RFQ.

E. Pre-Contractual Expenses

Pre-contractual expenses are expenses incurred by the Contractor in 1) preparing its proposal in response to this RFQ; 2) submitting that 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 proposals. Contractors shall not include any such expenses as part of their proposals.

F. Contract Award

Issuance of this RFQ 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 RFQ.

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 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 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 E. 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 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 proposal.

By submitting this 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/Pages/default.aspx

H. Joint Offers

Where two or more Contractors desire to submit a single proposal in response to this RFQ, 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 RFQ. County staff reserves the right to:

- Reject any or all proposals if such action is in the public interest.
- Cancel the entire RFQ.
- Issue a subsequent RFQ.
- Remedy technical errors in the RFQ 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 RFQ respondents; and
- Reject and replace one or more subcontractors.

This RFQ 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 specifications, scope of services, and exhibits and submit one (1) electronic copy of the proposal by 12 PM November 25th, 2026, to Adam.Montain@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 RFQ 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 proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFQ.

Include, at a minimum, the following:

a. Identification of the offering firm(s), including name, address and telephone number of each firm.
b. Acknowledgment of receipt of RFQ addenda, if any.
c. Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation.
d. 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
e. 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 projects demonstrating qualifications to provide the scope of services requested by the RFQ.

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 at least two similar projects undertaken by the Contractor within the last five (5) years. For each project, 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 project listed.

5. Work Plan and Budget for Scope of Services

The Contractor's proposal must demonstrate the Contractor's understanding of the Program and scope of services as described herein. The Contractor's proposal must include a clear description of the methods or processes to be used to complete each item in the scope of services. In addition, the Contractor must include a preliminary study area for the Feasibility Study, and a preliminary work plan that details tasks, timelines and work products if different or supplemental to the Scope of Services. For this proposal assume work can begin on or shortly after December 2, 2026. The selected Contractor will work with County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.

The Contractor must provide a detailed budget for the Program. The budget should include items such as professional fees, direct expenses, and contract labor.

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

7. Exceptions and Deviations
Any exceptions to the requirements in this RFQ 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 A of this RFQ 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 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 RFQ 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 RFQ is anticipated to be December 2nd, 2026, through November 30th, 2027, but may be adjusted to accommodate unforeseen delays.

1. Release: November 2, 2026
2. Questions Due: 12 PM November 10, 2026
3. Responses to Questions Posted: 3 PM November 18, 2026
4. Proposals Due: 12 PM November 25th, 2026
5. Contractor Selection: November 25th, 2026
6. Anticipated Contract Start Date: December 2nd, 2026
7. Contract End Date: November 30th, 2027

B. Budget and Payment

1. Contractor Budget
Contractor must identify the budget necessary to perform the services identified in the Scope of Services. The Contractor, when establishing cost estimates for the total Program, shall include all direct expenditures, such as, but not limited to: Contractor fees, travel costs, necessary material purchases (subject to County approval), etc. Materials provided to Contractors as a part of their participation in the Program, such as labels, containers and compostable bags, will

be procured by the County. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

2. **Payment for Services**
   The consultant shall submit a proposal based on hourly charges and reimbursables up to a maximum not to exceed total for all work within the scope of the project. The consultant's proposal is to include the chargeable hourly rate of each team member, the anticipated number of hours spent on the project for each team member, and the fee maximum. The overall fee shall reflect a maximum not to exceed based on the sum of the tasks.

   Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. The invoice shall indicate the hours of labor performed by each person charging time to the Program, their charge out rate, and itemizations of the reimbursable expenses charged to the Program. County staff will have the right to inspect the Program timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of Program completed. County staff, at staff's option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the Program.

PROPOSAL EVALUATION CRITERIA

The award shall be based on, but not limited to, the following factors:

1. Project understanding
2. Project price

ATTACHMENT A: 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).

8. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

9. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor's failure to comply with the requirements of the State Mechanical Code.

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 B: 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 $2,000,000 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

Dakota County Contract #DCA

SAMPLE

CONTRACT BETWEEN THE COUNTY OF DAKOTA AND [CONTRACTOR] FOR [SERVICE]

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 Department (County) and , , , MN (Contractor). Contractor and County are collectively referred to herein as the "parties" and individually as "party."

WHEREAS, the County requires services for [concise description of services], as identified in the County's Request for Choose an item. ("Choose an item."), dated [date of RFP/RFQ], attached and incorporated as Exhibit 1; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contact and Contractor's Choose an item. dated ("Contractor's Proposal"), attached and incorporated as Exhibit 2; and

NOW, THEREFORE, the parties agree as follows:

1. TERM

This Contract is effective and enforceable [on of the date the last party executes this Contract or a specific/future date] ("Effective Date") and expires on [expiration date] 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.

2. CONTRACTOR'S OBLIGATIONS

2.1. General Description. Contractor shall provide the services generally described in the Choose an item. and Contractor's Proposal (collectively, "Services").

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. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].

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

2.5. 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.

2.6. 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.

2.7. 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 permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

3.1. Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars ($[Dollar Amount]) ("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. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

3.3. Time of Payment. The County shall 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 shall 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 shall 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 invoiced Services were performed.

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 time period 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 shall abide by all Federal, State 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 Attachment 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 shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall 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 shall 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 shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

[Write Intentionally Omitted for 4.5 if Inapplicable]

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.

- [List Specific Deliverables]

- 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.

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 shall 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 delegatees', 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.

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor. The duty to defend includes, but is not limited to, the Contractor retaining and paying directly legal counsel for the County chosen solely and exclusively by the County in the County's sole discretion.

7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. 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 shall 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 shall 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 to undertake control of the defense.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit Attachment , 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 shall 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. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:

A. Contractor shall be responsible for the performance of its subcontractors.

B. All subcontractors shall 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 shall 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 provision is required by Minn. Stat. § 471.425. Contractor shall pay the 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 shall 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 shall be liable to the other party for any loss or damage resulting from a delay or 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 particular 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 by providing 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 or in any other material provision or condition relied upon in the making of this Contract;

B. Failure to perform Services or provide 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 so as to endanger performance of the provisions of this Contract;

E. The voluntary or involuntary dissolution, insolvency, 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 shall:

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. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.

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 shall 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 shall 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 3 [Exhibit 1 Attachment] (Standard Assurances) and the indemnity provisions of section 7.

B. The County shall not be 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:**
[Name]	[Name]
[Title]	[Title]
[Street]	[Department]
[City, State Zip]	[Street]
Telephone: [Telephone Number]	[City, State Zip]
[Email Address]	Telephone: [Telephone Number]
	[Email Address]

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination shall 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: [Name]	County Liaison: [Name]
Telephone: [Telephone Number]	Telephone: [Telephone Number]
Email Address: [Email Address]	Email Address: [Email Address]

15.2. The Liaison, or his or her 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 shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall 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. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is 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.

19.2. Exhibits. The following Exhibits and addenda (delete if no addenda), including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for Choose an item. dated Enter Date
Exhibit 2 - Contractor's Response to Request for Choose an item. dated [Enter Date]
Exhibit 3 – Standard Assurance
Exhibit 4 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in 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, the body of this Contract. 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.

20. CONFIDENTIALITY

20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. 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.

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

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

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

21. ELECTRONIC SIGNATURES

Each party agrees that 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 shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall 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.

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

COUNTY OF DAKOTA

By: **SAMPLE**
[Name, Title]
[Department]

Date of Signature: SAMPLE

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

By:**SAMPLE**
Signature

SAMPLE
Title

Date of Signature: **SAMPLE**

Contract Number: DCA

ATTACHMENT D: 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.

V.7 Revised: MMH (06-19)

ATTACHMENT E: TRADE SECRENT INFORMATION 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 paper and 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, Proposal or Quote response.

_____

Authorized Signature Title Date

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature or Docusign Electronic signature.

Revised: 6/28/2018

ATTACHMENT F: COUNTY SECURITY REQUIREMENTS

County Facilities have controlled card and key access. Identification/access badges are required and will be provided in addition to any required keys to individuals who have completed the background check process.

Dakota County requires all contractors who will be working in areas with Criminal Justice Information (CJI) to be part of the Minnesota BCA Vendor Screening Program. The Dakota County Project Manager will know whether CJI data is present in the area. Depending on the work, some companies may need to be part of the program while other companies working on the same project do not. Contractors will be provided further instruction by the project manager.

Obligations of the Contractor

A. Security. The contractor shall take all reasonable precautions to maintain security and confidentiality of information found throughout County Facilities and to ensure that individuals who may pose a security risk do not gain access to County Facilities.

B. Background Investigation. Prior to being given keys or an identification badge, each contractor working in County Facilities will be processed through a state of residency and national fingerprint-based background check. Below are outlined the acceptable options for completing this background check.
If a company is already part of the Minnesota BCA Vendor Screening Program, please provide the CJI training completion certificate for everyone needing an access badge along with their photo and consent forms. For contractors who will be working in CJI areas, please sign up for the Minnesota Vendor Screening Program by emailing BCACJISSATscreening@state.mn.us. The sign-up process along with the background checks will take 4-10 weeks

For contractors needing an access badge who will not be working in CJI areas, provide the below information to the County Project Manager to process the Contractor through the County's background check process with the Minnesota Bureau of Criminal Apprehension (BCA). The contractor shall use forms approved by the County for the release of criminal history, documentation for each contractor to be processed is required. Contact the County Project Manager for approved forms and process details. If the contractor is not working in a CJI area but is already part of the MN BCA Vendor Screening program, they may follow the same steps as though they are working in a CJI area to receive a badge.

a. A release of information to the County of criminal history for each contractor employee.
b. A valid fingerprint card, taken expressly for the purpose of this background check. Contact the County Project Manager for times and locations to receive a fingerprint card from the County or work through a local police or law enforcement department.
c. Background Check process takes 3-5 weeks from submission of documentation for completion.

C. Identification Badge. Each contractor is required to possess on their person a valid County issued identification badge for that Contractor to work within County Facilities. Identification badge shall be issued upon successful completion of the background check process. Identification badge will include a color photograph of the Contractor and the signed Tennessen. Contractors may submit their own photos of their employees if it meets the following requirements:

- Clear Photo starting from the collarbone to above the head with a professional appearance.
- Solid Background
- The full face should be visible without obstructions or shadows in the photo.

For contractors unable to provide pictures, photos can be taken by County staff at the following location:

1. **Hastings:** Facilities Management Office located in the County Administration Center, 1590 Hwy. 55 Hastings MN 55033.

D. Eligibility. A contractor employee is **NOT** eligible for a County identification badge if the contractor employee's background check shows the following criminal history.

1. Any Felony conviction.
2. Gross Misdemeanor conviction within the last seven years.
3. Misdemeanor conviction within the last four years involving any of the below:
    i. Alcohol or Drug abuse/possession
    ii. Insufficient funds and check fraud.
    iii. Violence
4. Individuals with a Felony conviction will not be able to receive an access badge however, individuals with a Gross Misdemeanor or Misdemeanor may ask the Dakota Count Project Manager to speak to the Dakota County CSO to grant approval of an access badge.
5. The contractor shall immediately notify the County, as soon as the contractor has knowledge, of any disqualifying conviction of an employee of the contractor who possesses a County issued identification badge. The contractor shall immediately return such employee's County issued identification badge to the County Project Manager and shall deny such employee any further access to County Facilities.