



**REQUEST FOR PROPOSAL
For**

Auctioneering Services

Release Date: December 15, 2025

Proposals Are Due: December 30, 2025, at 2:00 PM

At
Dakota County Fleet Management
Empire Facility
2800 160th Street West
Rosemount, MN 55068

For additional information please contact:

Dakota County Fleet Management
Kaare Kvenild
kaare.kvenild@co.dakota.mn.us

SCOPE OF SERVICE

PURPOSE OF REQUEST

The County of Dakota, by and through its Dakota County Operations Management/Fleet Management and the Dakota County Sheriff's Office (collectively referred to as the "County") seeks proposals from qualified firms interested in providing internet based auction sales of surplus County equipment, forfeited property, and abandoned property (collectively referred to as "Property"). Abandoned property includes personal property on public premises pursuant to Minn. Stat. § 345.15, and abandoned personal property of inmates in the Dakota County Jail pursuant to Minn. Stat. § 241.09. County may choose to contract with different contractors based on the type of abandoned property for which it elects to dispose; and forfeited property includes property obtained under Minn. Stat. § 169A.63 and 609.53 through 609.5318. Each firm that submits a "Proposal" in response to this Request for Proposal ("RFP") will be considered an "Applicant" to this RFP. The County intends to enter into a non-exclusive contract with the Applicant whose Proposal the County determines will best serve the objectives set forth in this RFP. The Applicant selected by the County will become the County's Contractor

The Contractor is expected to produce all photographic materials, write accurate descriptive copy, post the Property to the most appropriate site for the specific asset, and administrate all aspects of the auction including receipt of payment and arrangement of delivery as well as providing documentation of the sales and disposition of the asset as required by the County.

Payment shall be in the form of a commission retained by the Contractor from the proceeds of the sale of County Property.

BACKGROUND

The County is responsible for the disposal of all County-owned equipment that has become surplus to its needs and all property abandoned on its premises and in its jail, and property it obtains through forfeiture. Once material or equipment is identified by the County as surplus, it is made available for sale.

The County believes that it can obtain more attractive bid pricing for its surplus equipment, reduce on-hand surplus inventory abandoned property, and forfeited property, reduce on-hand Property and related carrying costs, and reduce the administration required by County personnel to sell/market its Property by utilizing an online auction service to sell its most common Property which may include high-ticket or specialty items such as trailers, SUVs, fleet vehicles, etc.

The County estimates that the minimum annual dollar value of its property and abandoned and forfeited property that will be sold through internet-based auction sales is approximately \$15,000 annually (\$45,000 for the three [3] years of the contract).

GENERAL OBJECTIVES

Objectives of this project include, but are not limited to the following:

- A. Contractor shall provide all services associated with the auction sales, transportation and transfers of all Property.
- B. Obtain more attractive pricing for its Property by increasing market presence and bidder base and making bidding on Property equipment more convenient to the bidding community.

- C. Reduce on-hand Property and related costs of said Property.
- D. Reduce/facilitate the administration required by County personnel to sell/market its Property, including but not limited to posting of auctions, marketing of auctions, receiving payment from bidders, blocking bidders, and invoicing.
- E. Eliminate the need to transport Property from or to the auction site.
- F. Reduce the County's direct and indirect auction, sale, and transfer costs.

SPECIFICATIONS

Services and Tasks Provided by Auction Provider

- A. The Contract will require the Contractor to sell all Property via online/internet auctions.

Reserves on all auction items will be determined by the County.

Reposting of all unsold Property, including reserve prices and auction length, will be determined by the County.

- B. The Contractor shall provide labor, materials, and services required for the sale of all Property through an internet-based auction. This includes, without limitation, taking pictures of the Property, writing accurate descriptions of Property, posting the pictures and description of the Property to the most appropriate site(s) for the specific property, and administering all aspects of the auction and transfer including receipt of payment and arrangement of delivery as well as providing documentation of the sales and disposition of the asset as required by the County.

- C. Provide the County with itemized lists of items recorded for sale:

Seven (7) business days prior to sale listing.

Signed copy at date of transfer acceptance.

- D. The Contractor will be required to pick up and transport all Property to be sold from the Dakota County Fleet Management, Empire Facility, (2800 160th St. West, Rosemount, MN 55068) to the Contractor's Facility.

The Contractor must notify The County at least 24 hours before picking up the Property.

- E. All Property becomes the responsibility of the Contractor once that Property leaves the Dakota County Fleet Management Empire Facility.
- F. Transportation of all Property that is registered with the State of Minnesota from Dakota County Fleet Management Empire Facility at 2800 160th Street West, Rosemount, MN 55068 to Contractor's Facility.

All transportation costs, permits, license plates, fees, loading, securement and logistics are the responsibility of the Contractor.

The County will remove all license plates, identifying markings or other information prior to pick-up of Property by the Contractor.

Contractor must supply temporary license plates or permits for transport.

Contractor accepts the responsibility (including without limitation all associated costs and expenses) for possession of all items upon transport from Dakota County Fleet Management at 2800 160th Street West, Rosemount, MN 55068:

- a. Storage fees, handling fees.
- b. Contractor will assume liability for losses and damage incurred during transport, loading, storage, and possession by Contractor, Contractor's agents, employees, independent contractors, delegates, or subcontractors.

Pick up of all Property to be sold at auction must be between the hours of 7:30am and 3:00pm Monday through Friday only at the Dakota County Fleet Management, Empire Facility (2800 160th St. West, Rosemount, MN 55068)

The County is closed on all National Holidays except Columbus Day.

Contractor must notify The County immediately if:

- a. Damage occurs after the Contractor has picked up the Property which would affect the sale price of said Property. This includes, without limitation: oil, coolant, flat tire, check engine light or other issues which would affect sale of said Property.

- G. The Contractor shall provide detailed cleaning of all Property to be sold or photographed prior to being posted on the internet.

PROTECTED DATA SECURITY REQUIREMENTS

Contractor or Contractor's employees, subcontractors, agents or third-party vendors (Collectively, Contractor) may come into possession of personal individual data, including, without limitation, credit card numbers, checking numbers, expiration dates, passwords, security codes, names, addresses, telephone numbers, social security numbers, or other sensitive private data (collectively, Protected Data). Protected Data shall be protected from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity, and availability (collectively, "Unauthorized Use") as set forth herein. The Contractor shall be responsible for ensuring secure and proper handling and use of Protected Data by its employees, subcontractors, agents or third-party vendors and preventing Unauthorized Use.

Contractor shall ensure that Protected Data is accessed only for business purposes by those with a business need. The collection, creation, use, transfer, maintenance, and disclosure of Protected Data shall be limited to that necessary for the administration of the Contract. Contractor will not collect, create, maintain, use, transfer, maintain, or disclose Protected Data for purposes other than those described in the Contract.

Contractor agrees to comply with the Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), and other industry standard security procedures and security measures to keep all Protected Data private and confidential.

Contractor shall promptly provide the County with certification documentation to verify compliance with PCI DSS at the County's request. At a minimum Contractor's security of Protected Data must include the following:

- a. Protection- including user authentication, encryption, firewalls/security gateways, and regularly updated virus/malware protection.
- b. Detection – intrusion detection, open source monitoring.
- c. Response Plan – disaster recovery plan, incident response plan.
- d. Any other reasonable security measure the County may require.

The above measures, standards, publications, and procedures, including without limitation those listed in subsections a - d, are collectively referred to as "Programs."

Contractor shall immediately notify the County of any noncompliance with these Programs and will immediately take steps to remediate noncompliance. In no case shall Contractor's notification to the County of noncompliance be later than seven (7) calendar days after Contractor first learns of noncompliance. Contractor will make best efforts to remediate any noncompliance identified by the Contractor or the County in a commercially reasonable timeframe.

Failure to maintain compliance and the Programs shall be a breach of Contract, and the County may, at its sole discretion, terminate this Agreement if Contractor does not become compliant within thirty (30) calendar days after it first learns of noncompliance.

The parties shall provide prompt written notice of Unauthorized Use or disclosure of Protected Data when it knows or has reason to know of such Unauthorized Use or disclosure and shall assist in remedying each Unauthorized Use or disclosure. Providing or accepting assistance does not constitute of waiver of any claim of cause of action for breach of contract. When Contractor knows or has reason to know of an Unauthorized Use, the Contractor shall:

Immediately provide the County with a detailed description of event and the steps taken to remediate the Unauthorized Use

Investigate the incident and provide a report to the County no later than thirty (30) calendar days after Contractor first learns of the Unauthorized Use or disclosure

Allow the County or its agents or representatives to conduct forensic investigations to determine the cause of the Unauthorized Use and what Protected Data was implicated

Cooperate with all County led investigations or investigations by the County's agents or representatives related to the Unauthorized Use, of any nature whatsoever

Cooperate with individuals, financial institutions, and their representatives or agents

Contractor must notify the County prior to individual or public notifications of any Unauthorized Use or when it reasonably believes an Unauthorized Use may have occurred. County retains control over all decisions related to notices sent to affected individual or third-parties.

The County may, at its sole discretion, require Contractor to purchase and maintain insurance covering cybersecurity incidents which shall be reviewed and approved by the County.

- H. The term of this contract is anticipated to run from January 1, 2026 to December 31, 2029; with the option for two (2) one (1) year extensions for a potential total of five (5) years determined by the County.

SERVICES PROVIDED: DAKOTA COUNTY

The County will provide itemized lists with quantity, County unit number, Fixed Asset number, general description of the Property, year/make, color, model, VIN/Serial Number, Mileage/Equipment Hours, condition and any other miscellaneous information for each piece of Property or lot to be sold.

The County will provide itemized lists, with quantities, of all abandoned and forfeited property with detailed descriptions of the said abandoned/forfeited property.

When applicable, The County will provide the State of Minnesota Certificate of Title.

The County will identify or tag all items or lot for proper identification.

The County will assist with loading and has a forklift if needed.

Contractors are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. Please separate these items from the required items on the cost proposal.

TYPES OF PROPERTY

All Property will be stored at our Dakota County Fleet Management Empire Facility (2800 160th St W, Rosemount, MN 55068) when pickups from the Contractor are arranged.

Types of Property include, but are not limited to, the following:

On road vehicles and equipment: sedans, SUVs, pickup trucks, tandem axle plow trucks, vehicle trailers, on road construction equipment.

Construction and maintenance equipment: loaders, construction and maintenance trailers, tractors, mowers

Small engine equipment: lawn mowers, snow blowers, chainsaws, weed whips, ice augers, generators

Off road vehicles and equipment: ATVs, RTVs, lawn tractors, snow mobiles

Watercraft: motorized boats, canoes, kayaks, paddle boards, paddle boats.

Shop equipment and tools

Miscellaneous parts

Abandoned property such as phones, watches and jewelry.

GENERAL PROPOSAL REQUIREMENTS

Instructions

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.

All proposals and attachments must be submitted to: kaare.kvenild@co.dakota.mn.us. More specific instructions are found in Section VII of this RFP.

In the case of a variance between written words and figures, the amount(s) stated in written words shall govern. In case of unit price difference from extended figure the unit prices shall govern. An alteration or erasure of any price contained in the Proposal that is used in determining the lowest price may be rejected unless the alteration or erasure is crossed out and the correction is adjacent thereto and initialed by the person signing the Proposal.

This request for proposal does not obligate the County to award a contract or complete the project, and the County reserves the right to cancel the solicitation or project if it is considered by the County to be in its best interest. The County reserves the right to accept or reject any or all proposals, to waive any defects or to advertise for new proposals where the acceptance, rejections, waiving or advertising of such would be in the best interests of the County.

No proposal received after the due date and time will be considered and will be returned to the Applicant unopened.

All proposals shall be held firm for 90 days from the proposal due date.

No contract or agreement is enforceable between the County and any Applicant unless it has been reduced to writing and signed by both parties.

The successful Applicant will be required to execute a contract and return it to Dakota County within 15 business days after the contract forms have been sent to the successful Applicant.

Dakota County shall send written notice of award to the successful Applicant.

The County is not responsible for any costs incurred by Applicants to prepare or submit a proposal, participate in Applicant demonstrations, or for any other cost to the Applicant associated with responding to the RFP.

All information in the Proposal must be written clearly and legible.

OWNERSHIP OF PROPOSALS

All proposals timely submitted become the property of the County upon submission, and the proposals will not be returned to the Applicants. By submitting a proposal, the Applicant agrees that The County may copy the proposal for purposes of facilitating the evaluation or to respond to requests for public data. The Applicant consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party, including copyrights.

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 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 or Exhibit _____. 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 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 or 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 bid or 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. Revised: 6/22/2018

PROPOSAL FORMAT

The Applicant shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in **Section E – “Evaluation of Proposals.”** To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

Executive Summary – The Executive Summary should include a clear statement of the Contractor’s understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.

Scope of Services – Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables. Multiple proposals will be accepted for each operational method. If submitting multiple proposals, please identify them as such. Scope of services should identify key operational efficiencies that will be realized through the Applicant’s operational methods.

Experience and Capacity – Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service.

References – List references from contracts similar in size and scope.

Personnel Listing – Show involved individuals with resumes and specific applicable experience. Sub-Contractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.

Detailed description of data security measures, data security procedures, and payment processing interface systems, including a list of all service(s) that can be used (e.g., PayPal, ApplePay, etc.). Proposals must include whether the payment processing interface related to credit cards accepts debit as well as credit cards. Applicants’ Proposal must include all costs related to payment processing. Contractor must provide proof that Contractor and all Contractor’s agents or third-party vendors use electronic payment processing that is conducted through a PCI DSS (Payment Card Industry Data Security Standard) compliant credit card interface.

Cost/Fees – Indicate proposed cost of service including a description of how costs were determined; hourly rates; direct costs and payment billing schedule; list of charges per classification of employee; cost breakdown for each year of service. Prices listed in your response to this RFP must take into consideration all inherent costs of providing the requested services. The contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses, customer fees, transaction fees, or permits. Dakota County will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the RFP.

Grant-funded Services – Include a copy of the most recent audit report and management letter if vendor receives over \$50,000 in County contracts annually and if vendor is not an individual proprietor.

EVALUATION OF PROPOSALS – SELECTION OF CONTRACTOR

All proposals received by the End Date and time will be reviewed by the Dakota County. Proposals will first be reviewed for responsiveness to determine if the minimum requirements have been met. Proposals that fail to meet minimum requirements may not advance to the next phase of the evaluation. Dakota County reserves the right, based on the evaluation of the proposals, to create a short-listing of vendors or conduct demonstrations/presentations. Dakota County reserves the right to seek best and final offers from one or more responders. The award shall be based on, but not limited to, any combination of the following factors:

The County may request additional information from Applicants to clarify elements of their Proposals. The County will notify Applicants after all Proposals are received on whether an interview is required. The County reserves the right to make independent investigations as to the qualification of each Applicant. Such investigations may include contacting existing customers or conducting site visits to existing operations. The County reserves the right to reject any Proposal if the evidence submitted by, or the investigation of, an Applicant fails to satisfy the County that such Applicant is properly qualified to carry out the obligations of the contract.

Contractors on the “short list” of qualified Contractors may be formally interviewed as part of the final selection, as deemed necessary by the County. Without limitation, evaluations will be based primarily on the following factors:

- A. Quality, thoroughness, and clarity of proposal.
- B. Qualifications and experience of staff (includes a review of references) and the contractor’s experience and qualifications to provide said services and track record of successfully implementing these services for governmental entities of similar size to Dakota County.
- C. The ability of the Applicant to satisfy all of the requirements of the RFP.
- D. Company stability.
- E. How will the Scope of Services offered meets department objectives.
- F. Financial responsibility and capacity of company including whether or not the company, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- G. Organization and management approach and involvement for a successful project.
- H. Small & Underutilized Business participation.
- I. Cost of services proposed.
- J. Insurance coverage as defined for the services.
- K. Detail and quantity of administration service provided.
- L. The department has estimated that the cost of this contract should not exceed \$15,000 annually (\$45,000 for the initial three years of the contract). Price will be a significant factor in the evaluation process.

PROPOSAL DUE DATE AND LOCATION

Applicants shall submit a copy of their proposal, attachments, and the Proposal Form provided in this RFP by email to: kaare.kvenild@co.dakota.mn.us

The submittal shall be made at or before **2:00pm** (CST) on December 30, 2025.

NOTE: LATE PROPOSALS SHALL NOT BE ACCEPTED

SCHEDULE

The following is a listing of key Proposal and Project milestones:

RFP Release	12/15/2025
Questions on RFP Due by	12/28/2025
Responses to Questions posted by	12/29/2025
Proposals due by	12/31/2025
Estimated Contractor selection	12/31/2025
Estimated services start date	01/01/2026
Estimated services end date	12/31/2031

CONTRACT

The contracting parties will be the County of Dakota, a political subdivision of the State of Minnesota, by and through its Fleet Management Department, and the Contractor(s) selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement after negotiations.

The contract will begin upon full execution of the contract and will be completed by December 31, 2031.

A draft sample contract is included in this RFP for illustrative purposes only. The terms and provisions of the final contract executed by the parties may vary from the draft sample contract provided with this RFP. In the event there is a conflict with this RFP and the contract, the contract shall control.

DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION

The Contractor's primary interface with the County will be with the Contract Manager who will act as the County's designated liaison. Applicants shall direct inquiries/questions in **writing only** to:

County Contact: Kaare Kvenild
Dakota County Fleet Management
2800 160th Street West
Rosemount, MN 55068
Email kaare.kvenild@co.dakota.mn.us

All questions are due no later than 2:30pm (CST), on December 28, 2025.

Responses to the Questions will be posted by December 29, 2025 on the County's RFP website at:

<https://www.co.dakota.mn.us/Government/DoingBusiness/Pages/default.aspx>

The County Contact is the only individual who can be contacted regarding the Project before proposals are submitted. Other personnel are **NOT** authorized to discuss this request for proposal with Applicants before the proposal submission deadline. The Contract Manager cannot vary the terms of the RFP. Contact regarding this RFP with any personnel not listed above may result in disqualification.

ADDENDUM TO THE RFP

If any addendum is issued for this RFP, it will be posted on the Dakota County website at:
<https://www.co.dakota.mn.us/Government/DoingBusiness/Pages/default.aspx>

Each addendum will be numbered and dated. If the two or more addenda conflict, the most recent addendum will prevail. No verbal modification will be binding. Any questions regarding addenda must be directed to the contact persons listed in this RFP.

ATTACHMENT 1 - 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. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

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

☒ 8. Release and Waiver.

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

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

Revised: 11/23

ATTACHMENT 2 - 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)

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 Department (County) and SAMPLE, SAMPLE ADDRESS, ("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, dated SAMPLE, 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 Contract and Contractor's SAMPLE ("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 the date the last party executes this Contract or a specific future date ("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.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the services generally described in the SAMPLE 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 SAMPLE.
- 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 **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. 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 4]**. 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.

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 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.

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 3], 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 4]** (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 the Contractor:

SAMPLE
(Name)

SAMPLE
(Title)

SAMPLE
(Street)

SAMPLE
(City, MN Zip Code)

SAMPLE
(Telephone)

SAMPLE
(Email Address)

To the County:

SAMPLE
(Name)

SAMPLE
(Title)

SAMPLE
(Street)

SAMPLE
(City, MN Zip Code)

SAMPLE
(Telephone)

SAMPLE
(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: SAMPLE

County Liaison: SAMPLE

Telephone: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

Email Address: SAMPLE

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, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for SAMPLE (including Attachments SAMPLE)

Exhibit 2 - Contractor's Response to Request for SAMPLE dated SAMPLE

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

(Signature line)

SAMPLE

(Name, Title, Department)

SAMPLE

Date of Signature

Contract Number DCA **SAMPLE**

CONTRACTOR

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

By: SAMPLE
(Signature line)

SAMPLE

(Title)

SAMPLE
Date of Signature

ATTACHMENT 4 – TRADE SECRET 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

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 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. 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 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 or 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 bid or 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.

PROPOSAL FORM

QUOTATION FOR: **DAKOTA COUNTY FLEET MANAGEMENT**
2800 160th Street West
Rosemount, MN 55068

PROJECT: **Auctioneering Services**

QUOTATION OF: _____
(full corporate name)

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

Name of Project Manager Contact: _____

Email : _____

Page 1 of 5 of Proposal Form

Proposal Sheet

Description	% of Sale/Commission Fees/Fee Cost
Fees for all licensed/titled motor vehicles including cars, trucks, pickups, boats, trailers, DNR Registered vehicles (ATVs, RTVs, Snowmobiles, etc.)	
Fees for all non-licensed/non-titled equipment including tools, equipment, fixtures, construction equipment, tractors, trailers, farming equipment	
Fees for all abandoned and forfeited property	
Fees for Reposting of un-auctioned equipment	
Cost of transportation of all licensed/titled equipment from Dakota County Fleet Management (2800 160 th St West, Rosemount, MN 55068) to Auction Site	
Cost of transportation of all non-licensed/non-titled equipment from Dakota County Fleet Management (2800 160 th St West, Rosemount, MN 55068) to Auction Site	
Cost of transportation of all abandoned and forfeited property from Dakota County Fleet Management (2800 160 th St West, Rosemount, MN 55068) to Auction Site	
Cost of detail cleaning of each piece of equipment prior to auction	
Contractor will supply recent auction results for municipal equipment and vehicles in form of print-outs or website access.	

In submitting this Proposal, it is understood that the County reserves the right to reject any or all Proposals, to waive any informality or in any Proposal received and to accept any alternate (if applicable) in any order or combination. This request for proposal does not obligate the County to award a contract or complete the project, and the County reserves the right to cancel the solicitation or project if it is considered to be in its best interest. If awarded the Contract, the undersigned agrees to execute a contract with the County within the specified time for the above stated compensation.

By signing this Proposal, the Applicant understands and agrees to the terms and conditions set forth herein and in attached specifications.

Indicate Addenda received: _____

Submit this quotation electronically to:
Adobe.pdf format

Dakota County Fleet Management

kaare.kvenild@co.dakota.mn.us

or deliver to:

**Fleet Management Department
2800 160th St. West
Rosemount, MN 55068
Phone: 952-891-7911**

Quotations are due by: 2:30pm CST on December 30, 2025

The Proposal Prices represents the entire cost to perform the services and includes any and all fees or costs, including, but not limited to: permits, taxes, duties, customer fees, transaction fees, brokerage fees, licenses and any other costs associated with performing the services in accordance with the Quote Specification.

By signing this Proposal, the Applicant understands and agrees to the terms and conditions set forth therein and as may be required by all applicable statutes and regulations and agrees to enter into a formal contract prepared by the County for the services noted.

Firm's full legal name

dba (if appropriate)

Authorized signature

Date

Name: _____ Phone: _____

Title: _____

Incorporated in the state of:

(If other than a corporation - state type of business structure)

Non-Collusion and Conflict of Interest Statement must be completed and attached to this Proposal Form.

Proposals may not be withdrawn for a period of 90 days from County receipt.

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.

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

V.7 Revised: MMH (06-19)

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