



Request for Proposal

Boardroom AV Upgrade

Dakota County Central Operations

Release Date: July 25, 2025

Due Date: September 5, 2025

Dakota County Central Operations
Administration Center
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INTRODUCTION

Organization Background

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

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

The County Boardroom, located in the Administration Center in Hastings, Minnesota, serves as the primary meeting space for the Dakota County Board of Commissioners. This elected body consists of seven commissioners, each representing one of the county's seven geographic districts. Together, they represent a population that is both diverse and steadily growing, spanning urban, suburban, and rural communities throughout the County.

As the central venue for county governance, the boardroom plays a critical role in supporting transparent decision-making and effective public administration. It regularly hosts official board meetings, legislative deliberations, budget reviews, public hearings, and policy discussions that directly impact the delivery of essential county services, including public safety, health and human services, infrastructure planning, and community engagement.

Current State of the Audiovisual System in the Boardroom

The County's current boardroom has various pieces of audiovisual (AV) equipment, including:

1. Microphones
2. Audio and video amplifiers
3. LED screens
4. Cameras
5. Video broadcasting equipment

Much of this equipment is over 15 years old and no longer meets the County's needs.

Key Project Objectives

The goal of this upgrade is to equip the county board room with more reliable, modern, capable AV equipment that will allow the room to be used for both formal board meetings and committee meetings.

- **Modernize the Boardroom’s AV Infrastructure**
Replace aging audiovisual hardware with a modern, integrated system designed to support both formal board meetings and informal committee meetings.
- **Enable Hybrid Meeting Capabilities**
Provide seamless in-person and remote participation through integration with platforms such as Microsoft Teams, Zoom, or similar, including HD video streaming and audio capture.
- **Improve Accessibility and Inclusivity**
Ensure the AV system is fully ADA-compliant, with features including, but not limited to, assistive listening systems, clear audio throughout the space, and intuitive controls for users with varying levels of technical ability.
- **Enhance Meeting Transparency and Public Engagement**
Integrate the AV system with the County’s existing Granicus Legistar system to support high-quality meeting recording, live streaming, digital voting, and agenda tracking for public visibility.
- **Redesign the AV Control Room for Operational Efficiency**
Reconfigure the AV control space to support dual workstations—one for managing AV operations and another for monitoring agenda and legislative systems.
- **Improve Reliability and Serviceability**
Use commercial-grade components to ensure long-term performance, support, and ease of maintenance, including provisions for spare parts and extended warranties.
- **Provide Comprehensive Training and Documentation**
Ensure that County staff receive hands-on training, documentation, and support for managing and troubleshooting the AV system independently.
- **Minimize Disruption to Government Operations**
Implement the upgrade in phases or during non-meeting periods to avoid interfering with scheduled Board and committee meetings.
- **Ensure Long-Term Scalability**
Select equipment and systems that can accommodate future upgrades, expansion, or integration with additional county systems.

Request for Proposal Overview

Project Description

The County is seeking proposals from qualified vendors (“Proposer”) who can provide a comprehensive solution for management of the administrative process for replacing old audiovisual equipment with the latest and appropriate technology solution for the County’s boardroom. The purpose of this request for proposals (“RFP”) is to select a system to replace the County’s aging audiovisual system with the latest technology solution to ensure the boardroom remains a reliable and accessible platform for civic leadership and community participation well into the future.

Scope of Project

The County seeks proposals that address the requirements outlined in this RFP. Proposers shall submit proposals for a comprehensive, countywide solution that meets the needs of the county boardroom AV equipment upgrade.

SCOPE OF SERVICES

The following Scope of Services acts as a preliminary scope to generally communicate the County’s expectations. A final scope of work will be developed by the County, in coordination with the Proposer that submitted the selected proposal, after the final selection.

Dakota County Staff Responsibilities

During the RFP contractor evaluation process, procurement and solution implementation of the new AV equipment, the County will:

- Employ and make available one (1) project manager who will function as the contractor’s point of contact on this RFP and work directly with the contractor’s project manager throughout the implementation of the new upgrades to audiovisual equipment in the Boardroom.

Contractor Responsibilities

The selected contractor will be expected to assume the following responsibilities:

1. Project Management and Coordination

- Assign a dedicated project manager as the single point of contact throughout the project lifecycle.
- Coordinate all project activities with the County’s project manager and IT team.
- Maintain a detailed project schedule, including milestones, dependencies, and deadlines.

2. Design and Engineering

- Conduct a site assessment and develop detailed design schematics, equipment layouts, and system diagrams.
- Provide technical specifications for all proposed equipment and cabling infrastructure.
- Ensure system design aligns with ADA, WCAG 2.1 AA compliance, and County IT security requirements.

3. Procurement and Delivery

- Procure all specified equipment, software, and accessories.
- Ensure timely delivery and secure onsite storage (if required) of all materials.
- Verify that all equipment is new and meets or exceeds manufacturer specifications.

4. Installation and Integration

- Remove and responsibly dispose of all existing legacy AV equipment and cabling, in accordance with Minnesota law.
- Install, configure, and test all new audiovisual systems with minimal disruption to ongoing boardroom operations.
- Integrate new AV systems with existing platforms including Granicus Legistar, Microsoft Teams, and county network infrastructure.

5. Testing and Quality Assurance

- Conduct system-level testing and User Acceptance Testing (UAT) with County staff.
- Resolve all punch-list items before final acceptance.
- Support a simulated board meeting to demonstrate functionality prior to go-live.

6. Training and Documentation

- Provide hands-on training sessions for County staff.
- Deliver comprehensive user manuals, quick reference guides, and troubleshooting documentation.
- Supply training videos and allow the County to reproduce materials internally.

7. Support and Warranty

- Provide at least 12 months of post-implementation support for troubleshooting and maintenance.
- Include extended warranty options (minimum five years recommended).
- Furnish a schedule for replacement parts, software updates, and system checks.

8. Worksite Safety and Cleanliness

- Maintain a clean, organized worksite during installation.
- Ensure that all electrical and network cables are safely and neatly routed, especially under the dais.
- Restore the boardroom to a usable state prior to any scheduled board meetings.

9. Regulatory Compliance and Business Credentials

- Ensure all work complies with applicable electrical, building, and accessibility codes.
- Be registered and in good standing to do business in the State of Minnesota.
- Adhere to all County security, data protection, and access control policies.

TIMELINE AND BUDGET

Project Schedule

Proposers will provide interim milestones and a high-level proposed timeline to accomplish the project's goals in their RFP submission. Should the contractor's preferred approach and implementation timeline extend past November 1, 2025, the contractors should indicate as such and articulate the benefits and risks associated with the proposed timeline.

Within thirty (30) days of executing the contract with the County, the selected Proposer ("Contractor") will complete the initial planning stage, including a detailed Project Schedule/Work Plan.

The proposed project schedule should include the minimum following phases and deliverables:

Stage	Deliverable(s)
Planning	Kickoff meeting, project schedule.
Deployment	Successful deployment of the system includes hardware and software
Testing and Acceptance	User Acceptance Testing
Demo	Demo the upgraded equipment as a boardroom meeting simulation
Training	Administrator training and training materials

Proposal Process Timeline

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time and at the discretion of the County.

We anticipate a 5-year contract period, including maintenance and support, dependent upon final contract negotiation.

10. Publish RFP: 7/25/2025
11. Questions due: 8/8/2025
12. Responses to questions posted: 8/22/2025
13. RFP proposals due: 9/5/2025
14. Onsite demonstrations: **TBD**
15. Technical evaluation and contractor selection notification: **TBD**

Contractor Budget

The contractor must identify the budget necessary to perform the services specified in the Scope of Project and Scope of Services and include that budget in the cost proposal as captured in the [ATTACHMENT B: PRICING WORKSHEET](#) . When establishing cost estimates for the total project, the Contractor shall include all direct expenditures, such as, but not limited to, hardware and software, contractor fees, travel costs, etc. The Contractor shall provide a cost estimate for all the architecture changes with AV equipment upgrades and disposal of old equipment and cabling infrastructure.

Payment for Services

The contractor shall submit a quote/proposal up to a maximum not to exceed total for all work within the scope of the project.

GENERAL INSTRUCTIONS FOR CONTRACTOR

Contact Person

The sole point of contact for this RFP is:

Hamza Akram
Administration Center
1590 Highway 55
Hastings, MN 55033-2343
Hamza.akram@co.dakota.mn.us
+1-651-438-4573

Questions

Questions regarding this RFP must be submitted by email and must be received no later than 4 p.m. CST on August 8, 2025.

Responses to the questions submitted will be posted on the county's website no later than 8/8/2025 at "Doing Business - Request for Bids, Proposals and Information" located at the following link:

<https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/>

Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by County staff in a written addendum. If there are revisions or modifications to the RFP, the written addendum will be posted on the County's website at "Doing Business – Request for Bids, Proposals and Information" located at the following link:

<https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/>. Verbal modifications will not be binding.

Examination of Proposal Documents

By submitting a proposal, the Proposer represents that they have thoroughly examined and become familiar with the work requirements under this RFP and that they can perform quality work to achieve the objectives of this RFP.

Pre-Contractual Expenses

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

Contract Award

Issuance of this RFP and receipt of a Proposer's quote and/or proposal does not commit the County to award a contract. The County reserves the right to postpone its evaluation process at its own convenience; to accept or reject proposals based on evaluation of the submitted information; to accept proposals that are not the lowest cost proposal; to negotiate with other than the selected contractor should negotiations with the selected contractor be terminated; to negotiate with more than one contractor simultaneously; or to cancel all or part of this RFP.

Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes section 13.591, the names of all Proposers that submitted a timely bid/proposal to the County will be public once opened. All other information remains private until the County has completed negotiating a contract with the selected Responder. Once the County has completed its evaluation process, all information received is public information.

The Proposer's proposal must not include any "trade secret information", as defined in Minnesota Statutes section 13.37.

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

Public Data Requests can be submitted on the County's website:

<https://www.co.dakota.mn.us/Government/DataPractices/>

Joint Offers

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

Dakota County Rights

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

County staff reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP, at any time, within the County's discretion;
- In the event of a cancelled RFP, issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Proposers eligible for interview after evaluation of the written proposals;
- Negotiate with any, all, or none of the RFP Proposers; and/or
- Reject and replace one or more subcontractors.

This RFP does not commit the County to enter into a contract nor does it obligate the County to pay for any proposal preparation or submission costs incurred by the Proposer in anticipation of a contract.

SUBMISSION OF QUOTE/PROPOSAL

Quote/Proposal Submittal

The Contractor must review the attached specifications, the scope of services, and exhibits and submit one (1) electronic copy of the proposal by 1 p.m. CST on September 5, 2025, via email to hamza.akram@co.dakota.mn.us.

Proposal Format

All text and exhibits should be succinct and relevant to the RFP requirements.

The “General Requirements Worksheet” (Attachment A) and the “Pricing Worksheet” (Attachment B), as indicated below in “Proposal Contents,” are to be provided in their original electronic form with submission content limited to the cells indicated on each enclosure’s Instructions sheet.

Proposals should be submitted as follows.

1. One copy in an electronic format (PDF) that is ready to print on 8½ x 11” paper
2. Ten (10) unbound hard copies.

Proposal Contents

The proposal must include the following:

1. Technical Volume – as detailed below
2. Completed [ATTACHMENT A: GENERAL REQUIREMENTS WORKSHEET](#)
3. Completed [ATTACHMENT B: PRICING WORKSHEET](#)
4. Completed [ATTACHMENT C: SAMPLE CONTRACT](#)
5. Completed [ATTACHMENT D: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT](#)
6. Completed [ATTACHMENT E: PROPOSAL SIGNATURE FORM](#)

Each Proposer shall detail the exact components and services included and itemized pricing in the “Pricing Worksheet” contained in Attachment B to this RFP. The Proposer shall provide a list of all components needed to operate the AV equipment in the boardroom.

Technical Volume

The Technical Volume must include, at a minimum, the following sections:

Transmittal Letter

The quote/proposal must be submitted on the firm’s official business letterhead or, if you are a corporation, the quote/proposal must bear the official seal of the corporation. The Transmittal letter is to transmit the quote/proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

The Transmittal Letter must include, at a minimum, the following:

- Identification of the offering firm(s)/corporation(s), including name, address, and telephone number of each firm/corporation;

- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, telephone, and email address of Proposer's contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm/corporation to the terms of the proposal.

Firm Introduction

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

Contractor Organization, Experience and Key Personnel

The vendor shall state in writing the Proposer's organizational structure or provide an organization chart showing the team members and key personnel ("Key Personnel"). Key Personnel for this award include the Relationship and/or Project Manager, and the Technical Lead assigned to the County. For each project participant, include their title, areas of responsibility, a brief description of their related work experience in the same or a similar role, and their work location. Provide any subcontractors' company name, address, contact person, email, and telephone number.

The Proposer will use its best commercially reasonable efforts to maintain the stability and continuity of Key Personnel (defined above) to provide services to the County and will not arbitrarily replace or reassign Key Personnel during the term of this RFP process.

Financial stability

Provide a summary of the contractor's financial performance for the past three years as evidence of viability.

Government Experience and References

Briefly summarize 3 similar projects completed within the last three years including the:

- Size structure of municipality;
- Client name and address; and
- Phone number and email address for a currently available contact person familiar with the firm's/corporation's performance.

Work Plan and Budget for Scope of Services

The Work Plan and Budget for Scope of Services must include, at a minimum, the following:

- A clear description of the methods or processes to be used to complete each item in the Scope of Services;
- Preliminary work plan detailing tasks, timelines, and work products if different or supplemental to the Scope of Services; and
- Detailed project budget inclusive of the scope defined in the RFP and Technical Requirements which may include professional fees, hardware and software, third-party services, etc.

For this RFP, assume work can begin in 2025. The selected Contractor will work with the County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.

Conflict of Interest

The Proposer must identify any potential conflict of interest it may have with this proposal. See [ATTACHMENT D: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT](#).

Exceptions and Deviations

Any exceptions or deviations to the requirements contained within in this RFP, including any deviations to the County's contractual provisions as provided in "Sample Contract" (Attachment C), must be included in the proposal submitted by the Contractor. Segregate such exceptions and deviations as a separate element of the proposal under the heading "Exceptions and Deviations."

Contract Terms and General Conditions

[ATTACHMENT C: SAMPLE CONTRACT](#) of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Quotes/proposals should indicate the Proposer's willingness to agree to such provisions and, if there are any contractual deviations, the Proposer must indicate any deviations in the process specified in the above "Exceptions and Deviations" section.

Registration and Good Standing

All Proposers must be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#) and, specifically, must be registered and in good standing to do business in the State of Minnesota. Upon award of the contract, the County will verify compliance prior to contracting. If the Proposer is not in registered and in good standing to do business in the State of Minnesota, the County reserves the right to reject the Proposer's proposal.

PROPOSAL EVALUATION CRITERIA

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

1. Project understanding. Vendors will demonstrate an understanding of the County's environment and requirements including the completion of Requirements Document Worksheet.
2. Proposed project approach. Vendors will highlight a project approach that delivers the best possible outcome and risk mitigation.
3. Project team, organization, and expertise of Key Personnel. Vendors will provide a qualified project team with similar project experience as outlined in this RFP.
4. Quality Control. Vendors will have established processes and methods to ensure a quality AV upgrade equipment is available on schedule.
5. Best Value Cost Proposal. Vendors will have a cost proposal in the pricing worksheet that provide the County the best value for its investment.

ATTACHMENT A: REQUIREMENTS DOCUMENT

REQ ID	Function	System Requirements	Requirements Description	Notes/Additional Information	Priority	Standard	Custom	Not Available	Proposer Comments
	Integrated Audiovisual System Upgrade and Equipment List		Replace all legacy AV equipment with a modern, integrated solution that includes microphones, speakers, displays, control systems, video switchers, and audio DSPs, designed for both formal and informal meeting use.						
1		Fixed Microphones for Dais	Replace current Dais microphones with new models	Quantity 11	Must have				
2		Microphones for Committee Meetings	These microphones will be on the tables in front of Dais. Movable microphones	Quantity 12-14	Must have				
3		Speakers	Premium high-fidelity system for clear and loud sounds		Must have				
4		Display/Monitors	High-definition video capture and display. Replace current Dais monitors with new models	Quantity 11	Must have				
5		Control Systems	Ability to control the AV equipment and software		Must have				
6		Audio DSPs	Audio digital signal processing		Must have				
7		Video Switches	Video digital signal processing and switching between different video inputs		Must have				
8		Audio and Video Mixer	Control audio switching between audio inputs		Must have				

9		Backup Recorder	Create backup recording of meetings		Must have				
10		Broadcast Graphics and Character Generator	Provide professional-grade broadcast graphics software capable of generating real-time visual overlays, lower-thirds, titles, logos, and informational slides during live or recorded board meetings.	<p>Compatible with the selected video production switcher and AV system.</p> <p>Support integration with the Granicus Legistar system for displaying agenda items and voting results.</p> <p>Allow customizable templates for consistent branding of County Board meetings.</p> <p>Support high-definition output (1080p or better).</p> <p>Provide tools for real-time editing and scheduling of graphic content.</p> <p>Include licensing for use across multiple users or workstations, if applicable.</p> <p>Include training for staff on template creation and live graphic control. Allow export of graphics for archival or external publishing purposes.</p>	Must have				

11		Multi-outlet audio box	Provide a clean audio feed of the meeting	Press and media	Should have				
12		Main Display LED Screen	Replace main displays with large LED with articulating mounts	Quantity 2	Must have				
13		AV Control Room equipment	AV control room remodel. Replace all audio and video mixers, switches, with the latest technology and models to future proof for at least 5 years	No requirement for change in the footprint of the AV control room (walls, doors, etc.)	Must have				
14		Microphone for Podium	Hard-wired or wireless microphone for podium use	Quantity 1	Must have				
		Electrical and networking panels	Any electrical work will need licensed electrician/ ensuring that applicable Federal, State, and local codes and regulations related to the electrical panels modifications are met.		Must have				
	Hybrid Meeting & Streaming Capability		Implement technology that supports seamless hybrid meetings (in-person and remote participation), including high-definition video capture, streaming capabilities, and integration with platforms like Microsoft Teams.						
1		Integration	Integrate with Microsoft Teams and other meeting platforms		Must have				
2		Streaming Capability	Deliver audio and video over Internet in real-time		Must have				
3		System Requirements	Stream 1080P or better video quality		Must have				

4		System Requirements	Stream high quality sound with no distortion		Must have				
	Automated Camera Tracking System		Ensure that the camera system includes intelligent auto-tracking for speakers and presenters, as well as preset angles for board members. Ensure remote control and manual override options are available.						
1		Intelligent Auto-Tracking Camera	Auto-tracking presenter's movements during formal meetings		Must have				
2		Intelligent Auto-Tracking Camera	Auto-tracking board members during formal meetings		Must have				
3		Camera Specs	Capture and deliver/transmit videos with a minimum of 1080P or better resolution.		Must have				
	Digital Voting and Agenda Display System		Provide a digital voting system with individual board member stations and the capability to display voting results and agenda items on public-facing monitors or screens.						
1		High Resolution Display	Display voting results and meeting agenda on public facing monitors		Must have				
	Improved Public Address (PA) and Assistive Listening		Upgrade the PA system for clarity and consistency throughout the room and include an assistive listening system compliant with ADA requirements.						

1		Public Address System	Clear sound quality		Must have				
2		ADA requirements	Meet ADA requirements	Wireless pack, assisted listening devices. Live captioning services for remote as well as in the board meeting room. Quantity 2-3 assisted listening devices	Must have				
	Broadcast-Grade Recording and Archiving		Include professional-grade audio and video recording with time stamped archiving, indexing by agenda item, and integration with the Granicus Legistar Agenda Management System.						
1		Granicus Legistar Agenda Management System	Sharing meeting agenda using Granicus meeting management system		Must have				
3		Integration with Granicus Legistar	Integrate Granicus with live streaming encoder		Must have				
4		Time stamped Archiving in Granicus	Have time stamp archiving of all the meeting and agenda in the Cloud server		Must have				
	User-Friendly Control Interface		Provide intuitive interfaces for controlling AV systems. Include administrator-level and user-level controls with secure access.						
1		Ability to mute	AV panel can mute/unmute board member microphones		Must have				

		individuals (roll call)							
	Infrastructure Cabling and Power Management		Upgrade data and power infrastructure to support current and future AV and IT needs, including floor box reconfiguration and concealed cable routing for aesthetic and safety purposes.						
1		Power Cabling	Provide new cabling for power	Will require licensed electrician ensuring that applicable Federal, State, and local codes and regulations related to modifications are met.	Must have				
2		Network Cabling	Provide network cabling connections as needed between various equipment and Dakota County's existing network switch closet per County standards		Must have				
3		Emergency power	Backup power supply for the audiovisual equipment in case of loss of power during the meeting	All the essential equipment for audio and video.	Could have				
	Legacy Equipment Removal		Vendor must remove and responsibly dispose of all outdated audiovisual, broadcasting, and control equipment currently installed in the boardroom.						
1		Old equipment removal	The vendor will remove all the old equipment and dispose it as per Minnesota Law		Must have				
2		Old cabling removal	Vendor will remove and dispose of any abandoned data, speaker, control, and electrical cabling and		Must have				

			dispose of it per Electrical Code requirements						
	Vendor Training and Ongoing Support		Include comprehensive training for county staff and IT personnel, along with documentation, and options for ongoing maintenance, support, and future scalability.						
1		Support	Onsite initial system implementation		Must have				
2		Support	Ongoing post-implementation technical support for at least 12 months	On call support	Must have				
	Warranty		Maintain hardware & software as per warranty guidelines						
1		Warranty	After the initial warranty period has expired, a warranty option providing for at least five years of coverage		Should have				
2		Warranty	Extended warranty for maintenance and repair of hardware components		Should have				
3		Warranty	Vendor must supply established repair schedule for hardware components		Must have				
4		Warranty	Vendor must supply spare parts and consumables replacement schedule for hardware components		Must have				
	Training		Staff Training						

1		Staff Training	Training in setup and operations of the new hardware and software applications		Must have				
2		Staff Training	Training in troubleshooting hardware and software issues so staff can resolve minor problems		Must have				
	Product Delivery		Equipment Delivery						
1		Product Delivery	Inside delivery of all the equipment by prior appointment to the locations specified by the County		Must have				
2		Product Delivery	The number of accepted units shall be the number of fully functioning and fully assembled units delivered to and approved by the County.		Must have				
3		Product Delivery	System components identified by County staff that are malfunctioning and that cannot be easily repaired on site will not be accepted and must be replaced.		Must have				
4		Product Delivery	All System components shall be all new products meeting or exceeding the product requirements		Must have				
	Product Testing		To ensure the hardware & software meets the business requirements						
1		UAT Testing	All equipment must be fully assembled, and all system components must be made available to county staff for testing.		Must have				
2		UAT Testing	Proposer shall prepare and deliver a documented procedure that will be		Must have				

			used by county staff to prepare for initial UAT						
3		UAT Testing	Proposer will assist the county, as needed, to perform UAT		Must have				
5		UAT Testing	The vendor will supply instructions on UAT procedures.		Must have				
6		Demo	Proposer will assist Dakota County to conduct a simulated UAT using the full system components provided by the Proposer.		Should have				
7		Demo	The demonstration will take place during the County's regular business hours on a date and at a place determined by the County		Must have				
8		Demo	<p>Equipment must demonstrate these capabilities during the demonstration:</p> <p>Host hybrid meetings</p> <p>Live streaming</p> <p>Camera auto-tracking</p> <p>Public Address announcements</p> <p>Broadcast-Grade recording and archiving</p>		Should have				
	Security		Security of Hardware and Software						

1		System and application software	Password protection for administrative access to the system and application software		Must have				
2		System and application software	Password protection for user-level access to the system and application software		Should have				
3		Hardware	Capability of hardware to be locked		Must have				

ATTACHMENT B: PRICING WORKSHEET

Instructions for Contractors: Complete the following tables to capture the overall costs associated with your proposed solution, including but not limited to hardware, software, annual continuing support, professional services, etc. While the pricing sheet shows a specific pricing method, e.g., “Per user,” these are examples. Quote your solution using whatever terms best highlight your solution's strengths. Provide the cost estimates with the following:

- Microphones for Dais
- Microphones for tables in front of the dais
- Speakers
- Display/monitors
- Control systems
- Audio DSPs
- Audio and video switches
- Audio and video mixer
- Backup Recorder
- Broadcast graphics software and character generator
- Multi-outlet audio box
- Large LED screens with articulating mounts
- Remodeling of AV control room with all the accessories and equipment upgrades
- Equipment rack/cabinet
- AV control desk
- Granicus Legistar agenda management control desk
- Granicus Legistar connectivity with the audiovisual equipment
- Video production with at least 1080p or higher camera
- Network and power cabling
- Public address system with ADA and WCAG 2.1 AA compliance

This completed worksheet must be included in electronic form as part of your RFP response.

										Option Years			
				Year 1 2025		Year 2 2026		Year 3 2027		Year 4 2028		Year 5 2029	
Item	Description	Unit Type	Qty	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total	Unit \$	Total
Example: System Design, Implementation, and Migration	Example: Design and deploy solution, user configurations, training, etc.	Hour	200	\$10.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Example: User licensing	Example: Number of users licensed to use Product X.	Ex.: Per user	90	\$5	\$ 450.00	\$5.00	\$450.00	\$5.00	\$450.00	\$3.00	\$270.00	\$3.00	\$270.00

Applicable Discounts

Please provide the County discounts based on additional activity. Indicate below any available discounts and incentives, and how they are structured and calculated.

Discount Description	Option Years				
	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029
Example: Percentage cost reduction per user license > 200 users	0%	5%	5%	10%	10%

ATTACHMENT C: SAMPLE CONTRACT

CONTRACT BETWEEN THE COUNTY OF DAKOTA

AND [CONTRACTOR]

FOR [SERVICE]

This Contract is between County of Dakota ("County") and [Contractor], [Address, City, State, Zip], ("Contractor"). Contractor is a [insert state where business is organized/incorporated (e.g., Minnesota)] [insert business type (e.g., corporation)]. This Contract uses the word "parties" for both County and Contractor.

WHEREAS, the County requires services for [concise description of services], as identified in the County's Request for Proposal, dated [date of RFP/RFQ], incorporated by reference only; 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 Proposal ("Contractor's Proposal"), incorporated by reference only; and

ACCORDINGLY, the Parties agree:

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 [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first ("Expiration Date").

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor will provide the services generally described in the Contractor's Proposal. Collectively, these are referred to as the "**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. Standard of Care. In the performance of the Services, Contractor must use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Unless otherwise specified by the County, Contractor must maintain staff, facilities, materials, equipment, and other resources necessary to perform under this Contract. Contractor must promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County will determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section. The County will provide Contractor with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services.
- 2.5. Policies and 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. The County will not control the manner or means by which Contractor, or its employees or contractors, perform the Services. However, the Contractor will be responsive to the needs and concerns of the County in performing the Services.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and

provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor, as permitted by the County.

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

3. PAYMENT

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("**Contract Maximum**"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. Compensation.
 - A. The County will pay the Contractor for the Services at the rate of \$[Dollar Amount] per hour. Any incidental or out-of-pocket expenses must be pre-approved by the County's Chief Information Officer to be eligible for reimbursement under this Contract.
 - B. The Contractor must submit monthly invoices to the County summarizing the Services provided during the month and the compensation due for those Services. Along with the monthly-invoice, the Contractor will provide information on what was worked on by the Contractor during the invoicing period and enter time worked into the County's time reporting system at a summary level.
- 3.3. Time of Payment. The County will pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County will pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County will pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the 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 deadline for payment after receipt of an invoice.
 - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor must abide by all Federal, Minnesota, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this section is a material breach of this Contract. No Notice of default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor must procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the services under this Contract. Contractor must furnish copies of the above to the County upon request. Contractor must provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "**Notice**") must be in writing and provided to the Authorized Representative by at least one of the following:
 - A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or

- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor must indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "**Losses**"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
 - B. Actions or omissions that give rise to strict liability; or
 - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract
- whether or not well-founded in fact or in law, known or unknown, foreseen, or unforeseen, fixed, or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.
- 7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The Parties will promptly provide Notice in writing and in reasonable detail of:
- A. Any demand, action, suit, or proceeding against the party providing Notice; or
 - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor must promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.

8. INSURANCE

Contractor must maintain policies of insurance as set forth in Exhibit 2 and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

- 9.1. Subcontracting Generally Prohibited. Contractor may not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors as permitted by the County in writing, subject to the following:
 - A. Contractor is responsible for the performance of its subcontractors.
 - B. All subcontractors must comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor must provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This section is required by Minn. Stat. § 471.425. Contractor must pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor must pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

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

11. DEFAULT

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

- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause upon 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services which endanger performance of the provisions of this Contract; and
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-county source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor must:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination;
 - B. Complete performance of any work that is not discontinued by the Notice of Termination;

- C. Cooperate with County with any transition of Services;
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract;
 - E. Comply with the return of County property, as stated in Section 2.7; and
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- 12.6. Duties of County upon Termination of the Contract for Cause or without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County will make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the provisions of this Contract prior to the effective date of termination. Termination does not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1, Standard Assurances, and the indemnity provisions of Section 7.
 - B. The County is not liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

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

To Contractor:

[Name]

[Title]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

To the County:

[Name]

[Title]

Dakota County IT Department

1590 Highway 55

Hastings, MN 55033

Telephone: 651-438-4290

[Email Address]

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

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

Dakota County Attorney's Office

Civil Division

1560 Highway 55

Hastings, Minnesota 55033

15. LIAISON

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

Contractor Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

County Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

- 15.2. The Liaison, or successor, has authority to assist the Parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The

Parties must promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor will thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County owns 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, or its subcontractors, pursuant to this Contract (collectively referred to as "**Works**"), and the County is 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 will, 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, containing the complete and exclusive statement of the provisions agreed to by the Parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 19.2 Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – Standard Assurances
Exhibit 2 – Insurance Terms
Exhibit 3 – Dakota County Systems Access [if applicable]
Exhibit 4 – Contractor's Proposal or Statement of Work

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 3 [if applicable], Exhibit 1, Exhibit 2, Exhibit 4.

20. CONFIDENTIALITY

- 20.1. As used in this Contract, “**Protected Data**” has the same meaning as not public data as defined in Minn. Stat. § 13.02, subd. 8a. Protected Data includes Trade Secret Data, as defined in Minn. Stat. § 13.37, subd. 1(b), which Contractor has identified as such prior to providing to County.
- 20.2. The Parties may create, collect, or disseminate Protected Data in connection with this Contract. The Parties must not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party, other than those performing work on the party’s behalf, in any way whatsoever any Protected Data, unless required or allowed by law.
- 20.3. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request. Contractor must limit access to County Protected Data to those persons who require the information to provide the Services.
- 20.4. Contractor must provide County with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a), or a suspected breach of the security of data, and must assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor must cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data to the public if the public data are available from the County, except as required by the provisions of this Contract. The Parties will promptly notify each other when any third-party requests Protected Data related to this Contract or Contract Services. Contractor must ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. If County staff determine that Contractor or Contractor’s employees, volunteers or permitted subcontractors (collectively, “**Personnel**”) may have access to secured County areas, Contractor or Contractor’s personnel must possess on their persons valid County-issued identification, in compliance with County Policy 4022 “Identification Credentialing for Facility Access.” Contractor must immediately notify the County Liaison when it has knowledge of any felony conviction of Personnel who possess County-issued identification badges, and then must immediately return such identification badges to the County and deny the affected Personnel any further access pending further instruction from the County. Contractor must promptly notify the County Liaison when an identification badge is lost or when there is a change in any work status or access requirements (for example, job termination or reassignment).
- 20.7. Contractor agrees to comply with all requirements and duties contained in Exhibit 3, Dakota County Systems Access, as applicable.
- 20.8. This section survives expiration or termination of this Contract.

21. CONTRACT INTERPRETATION AND CONSTRUCTION

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

22. WAGE WITHHOLDING TAX

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

23. No Exclusivity

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

23. Electronic Signatures

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

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

Signature: _____

(Print Address, City, State Zip Code)

Date of Signature: _____

COUNTY OF DAKOTA

By: _____

(Signature Line Please Use Black or Blue Ink)

Date of Signature: _____

[Print Name and Title]

[Department]

[Street]

[City, State, Zip]

CONTRACTOR

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

By: _____

(Signature Line Please Use Black or Blue Ink)

Date of Signature: _____

[Print Name and Title]

[Department]

[Street]

[City, State, Zip]

EXHIBIT 1

STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, 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 because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. 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 of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

- J. 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.
- K. 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 is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements 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 the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. 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. **CONTRACTOR GOOD STANDING.** Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).
- 6. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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

Directions for Online Access to Excluded Providers

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

EXHIBIT 2

INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

A total combined general liability policy limit of at least \$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 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 is 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 an 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 D: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____

FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Email: _____

Contact Person: _____ Title: _____

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 of 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 the 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, and 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 the County.

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

ATTACHMENT E: PROPOSAL SIGNATURE FORM

1. In submitting this proposal, it is understood by the Proposer that Dakota County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to accept any alternate Proposer (if applicable) in any order or combination. If awarded the contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation.
2. By signing this proposal, the proposer understands and agrees to the terms and conditions set forth in the scope of services.
3. This document can only be signed by a person authorized to bind the Proposer to a contract.
4. NON-COLLUSION STATEMENT must be attached to this proposal Form and signed by the Proposer's duly authorized representative.

Indicate Addenda received: _____

Please print: _____

Legal Name of Company

Address

Name and Title of Authorized Agent

Signature

Date

Incorporated in the State of: _____

Indicate type of company: _____

Corporation/partnership/sole proprietorship
