



REQUEST FOR PROPOSAL
for
Voluntary Vision Coverage

Dakota County Human Resources

Release Date: May 4, 2026

Due Date: May 29, 2026

Dakota County Human Resources
Administration Center
1590 Highway 55
Hastings, MN 55033

For additional information please contact:

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

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SUBJECT – Request or Proposals – Voluntary Vision Coverage

Enclosed please find the Request for Proposal (RFP) specifications and background information that you will need to prepare a proposal for the voluntary vision insurance coverage for eligible employees of Dakota County (“the County”). Approximately 2355 employees and retirees would be eligible to participate in this plan. Employees pay 100% of the cost of coverage.

The County will accept voluntary vision (employee pay all) proposals in response to this RFP. The County reserves the right to select the proposals that best fits its needs and the needs of its eligible employees. The County has retained Deloitte Consulting to assist in the RFP process. The County will not appoint an Agent of Record or pay commissions, finder’s fees, or any other type of marketing compensation on this program.

The point of contact for this RFP is listed below. Questions regarding this RFP are due in electronic format to Dakota County no later than **4:00 p.m. CDT May 29, 2026**.

To Receive the Appendix’s listed in this RFP:

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

The point of contact for this RFP is listed below. Bidders should NOT contact any other County employees regarding the RFP. Questions must be submitted in writing via email and are due no later than **4:00 p.m. CDT on May 15th**

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

One (1) electronic copy of your proposal are due by **4:00 p.m., May 29th, 2026**, to Dakota County.

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

Details regarding questions and proposal submission are outlined in the RFP. There will not be a conference for interested proposers.

If your company decides not to submit a proposal, please send a written refusal (email is preferred) to the RFP contact at Deloitte Consulting. Your assistance will reduce the number of follow-up mailings, conserve paper, and maintain the spirit of the County’s recycling efforts.

Any addendum to the specifications will be released from Dakota County at <https://www.co.dakota.mn.us/Government/DoingBusiness/Pages/default.aspx> if additional information becomes available. Information regarding the County can be obtained from their web site at: www.co.dakota.mn.us.

INTRODUCTION AND PROGRAM DESCRIPTION

Description of Dakota County

Dakota County is located in the southeastern part of the metropolitan area. The County encompasses nearly 600 square miles and is bordered to the North and East by the Mississippi and Minnesota Rivers. Dakota County provides group health coverage to approximately 2,355 includes employees, retirees under age 65 and COBRA participants. In addition, 154 retirees are on the Medicare Supplement plan. Approximately sixty-three percent of the active employees are covered by collective bargaining agreements.

Additional information on the County can be obtained at www.co.dakota.mn.us

Current Benefits Program

The County sponsors a full flexible benefit program, for all employees not covered by a bargaining agreement as well as bargaining groups who have negotiated into their contracts.

	Vision Plan Statistics (active, retiree and cobra) – April 2026	Vision Plan Statistics (active, retiree and cobra) – April 2026	Vision Plan Statistics (active, retiree and cobra) – April 2026
	Single	Single + 1	Family
Vision	766	393	375

Eligibility Criteria

All non-limited* employees, elected officials, and other persons determined to be eligible for benefits under the joint power’s agreement pursuant to Minnesota Statutes 471.59 or 471.61 who work at .50 or more Full Time Equivalency.

An employee must consistently earn enough in wages to pay the required payroll premium deduction(s). Unless on protected FMLA/MNPL or ADA leave If, during the year, an employee does not earn enough wages to pay the required payroll deduction(s), the coverage could be continued for a maximum of eighteen months with the employee paying the full cost of the plan. The next opportunity an employee would have to re-enroll in benefit plans and receive the County’s benefit contributions will be the next Open Enrollment period or if/when there is an increase in an employee’s official FTE with a corresponding, consistent increase in wages.

**Non-limited refers to an appointment to a Board-approved position with no definite ending date.*

Plan Year

The County will operate this plan on a calendar year basis. The first plan year will begin on January 1, 2027 and end on December 31, 2027.

Contractual Obligation

The contents of the proposal and any subsequent clarifications submitted by the successful proposers will become part of the contractual obligation and be incorporated by reference into the ensuing contract.

Funding

Proposals are requested on a fully-insured basis only.

Plan Administration

The County has established an electronic data feed with the current vendors for the bi-weekly submission of enrollment and eligibility files. The selected vendor must be able to accept electronic enrollment and eligibility data. The County will be conducting web-based open enrollment in November 2026.

Current Vision Plan Design

Vision Coverage Overview

	Participating Provider	Non-Participating Provider
Exam	\$20 copay; Kid care children are eligible for two WellVision Exams	Up to \$45
Frames	Up to \$200 allowance every other year, \$20 additional for featured frames then 20% off amount over allowance \$95 Costco Allowance	Frame up to \$70
Single Lenses	\$20 copay	\$30 copay
Lenses	\$20 copay for lined, progressive varies Standard Progressive- \$55 copay Premium Progressive- \$95-\$105 copay Custom Progressive- \$150-\$175 copay	Single Vision up to \$30 Lined Bifocal up to \$50 Lined Trifocal up to \$65 Lenticular up to \$100 Progressive up to \$50
Contact Lenses	Contact lens exam (fitting and evaluation) – covered in full after not to exceed \$60 copayment Up to \$170 allowance	Contacts Up to \$105
Frequency	Frequency	Frequency
Exam	Every calendar year	Every calendar year
Lens or Contacts	Every calendar year	Every calendar year
Frames	Every other calendar year for adults And Children to age 26 Kids Care Program every year	Every other year for adults Children to age 26 Kids Care Program every year

Extra Savings and Discounts

Applies to in-network participating providers only

Glasses and Sunglasses

Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 40% savings on additional glasses and sunglasses, including lens enhancements, from any participating provider within 12 months of your last WellVision Exam.

Laser Vision Correction

Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities.

Retinal Screening

Guaranteed-pricing of \$39 for retinal screening as an enhancement to your WellVision Exam

Diabetic Eyecare Plus Program

Services related to type 1 and type 2 diabetes; ask your VSP doctor for details. \$20 copayment applies

Online Eyeconic

Log into VSP.com- create an account - select online eyeconic and browse frames and upload Prescription and order glasses

Contribution and Premium Overview

100% employee paid

Questionnaire / Proposal Submission and Timeline

A. Composition of Proposal

The following materials shall constitute the Proposer's complete proposal.

- A cover letter outlining the major features of the proposal, with contact information for the person to whom questions should be directed, and signed by an officer of the Company who is accountable for all representations;
- Confirmation of Specifications and Terms
- Appendix A – Cost Proposal
- Appendix B – Provider Disruption
- Appendix C – Questionnaire
- Appendix D – Non- Collusion and Conflict of Interest
- Appendix E – Proposal Signature Form
- Appendix F – Trade Secret Form

The County reserves the right to reject any proposals not submitted in accordance with the requirements of this RFP.

Delivery of Proposal

Questions

Questions regarding the RFP may be submitted to the RFP contact no later than **4:00 p.m. CDT on May 15, 2026**. Questions regarding this RFP must be submitted in writing via email. Please remember to include your contact information on all correspondence.

Responses to questions will be sent to all parties that received the RFP and who have not declined to provide a proposal as well as posted at <https://www.co.dakota.mn.us/Government/DoingBusiness/Pages/default.aspx>.

Proposal Submission

If your organization does not wish to submit a proposal, please send a written notice via email to contact below.

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

One (1) electronic copy of your proposal are due **by 4:00 p.m., May 29, 2026**, to the RFP contact below. Files provided with the RFP in Word or Excel format must be completed and submitted in Word or Excel format in the submitted electronic copy.

Jennifer Bisciglia-Heideman
Dakota County Government Center
1590 Highway 55, Hastings MN 55033
Email: jennifer.bisciglia-heideman@co.dakota.mn.us

No formal proposal opening or bidder's conference will occur. **Proposals received by Dakota County after the due date and time will not be considered.** The proposals, once delivered to the County, must remain effective until at least December 1, 2026, unless the County permits the proposer to withdraw its proposal. Contents of the proposals may be used at public meetings.

Timeline

The timeline for submission and review of proposals is as follows:

Activity	Date	Time
RFP Released	May 4 th , 2026	9am CST
Questions Due	May 15 th , 2026	4pm CST
Response to Questions Released	May 26 th , 2026	4pm CST
Proposal Deadline	May 29 th , 2026	4pm CST
Presentations to County	June 22 nd - 23 rd , 2026	
Recommendation to Board	August/September	
Open Enrollment	October 26-November 7 th	
Effective Date	January 1, 2027	

GENERAL INSTRUCTIONS FOR CONTRACTOR

Addenda/Clarifications

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

Examination of Proposal Documents

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

Pre-Contractual Expenses

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

Contract Award

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

Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

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

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

Dakota County Rights

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

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

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

Registration and Good Standing

All responders must be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#). Upon award of the contract, the County will verify compliance prior to contracting.

Contract Terms and General Conditions

Attachment A, B, and C of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Quotes/proposals should indicate the firm's willingness to agree to such provisions.

Specifications and Terms

Proposal Specifications

The proposal that your company submits will constitute your unqualified consent to the following specifications. All proposers must be willing to adhere to the following terms and must so state in their submissions:

- The contents of the proposal and any subsequent clarifications submitted by the successful proposers will become part of the contractual obligation and be incorporated by reference into the ensuing contract.
- The proposals submitted in response to this request will be considered the only submission; revised proposals will not be allowed after the proposal return date unless requested by the County.
- All proposals must exclude commissions and/or finder's fees and must reduce rates/administrative fees by the amount of standard commissions.
- All proposals must be signed by an officer of the proposing company who is authorized to enter into a contract.
- All proposals must use the attached formats for reporting rates and administrative fees (Appendix). All exhibits must be completed in their entirety.
- All proposals must confirm willingness to adhere to Proposal Specifications and Terms.
- All proposals must answer all applicable questions in the questionnaire.
- Any deviations from the specifications must be clearly noted. Failure to note deviations may exclude the proposal from further consideration.
- All proposals become the property of the County and will not be returned to the offering company.
- The County reserves the right to accept qualified offers to provide services, reject any proposal or negotiate with any proposers that, in the County's determination, appears qualified.
- The public notice advertisement for the RFP, the RFP itself, your proposal, responses to the questionnaire, cost proposal and any addenda will be deemed part of the contract.

- **Compliance:** Proposing companies agree to comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

Terms

All proposers must be willing to adhere to the following conditions and must state so in their submissions:

- **Effective Date and Contract Period:** The County operates the vision insurance program on a calendar year basis. The first plan year will begin on January 1, 2027. The contract will be for an initial three-year term beginning January 1, 2027 through December 31, 2029 with options to renew for additional one year periods.
- Proposals will be provided on a fully insured basis only.
- Proposals will match current plan design as closely as possible.
- Proposer's right to adjust fees/rates based on changes to population will be triggered only if population changes by more than 20%.
- The actively-at-work requirement is to be waived for all current participants including those individuals on approved leaves of absence, COBRA continuance, short-term and long-term disability, and retirees. All covered members must be provided continued coverage under the new insurance arrangements.
- The successful proposer shall accept electronic enrollment from the County and bear the cost of any modifications required to their enrollment systems to do so.
- The administrator will draft, prepare, file, and distribute Summary Plan Descriptions, and Plan Documents.
- The successful proposer shall be expected to prepare, at its own expense, descriptive literature for Dakota County and its employees and retirees, outlining such things as benefits, terms, conditions and limitations of the program. The successful proposer shall also cooperate with County staff and other plans in the preparation of literature, employee communications, and access to the plan's internet website, and participation at employee Open Enrollment meetings, etc. Employee booklets/plan documents shall be issued in addition to such employee literature.
- The cost of Open Enrollment literature and attendance at employee meetings shall be paid by the third-party administrator. All open enrollment materials must be approved by the County.

Objectives and Selection Criteria

Objectives

- **Competitive and Affordable Overall Cost**
- **Broad Provider Network**
 - Offer broad network in terms of the number, breadth, quality and location of network providers
- **Customer Service**
 - Provide outstanding customer service
 - Provide responsive customer service
 - Easy to use member portal and online services
- **Plan Options and Design**
 - Match the existing plan designs and features as closely as possible
 - Easy to search member provider directory

- Minimize provider disruption
- Plan Administration
 - Provide responsive account management

Evaluation of Proposals

Dakota County, with the assistance of Deloitte Consulting, will evaluate the proposals. The Board of Commissioners is responsible for making the final decision.

Selection Criteria

While proposals will not be evaluated on points, selection will be based on the County's assessment of the proposer's ability to perform the requested services, respond to the County's needs and provide quality services at a reasonable cost. This will include the proposer's ability to meet the selected evaluation criteria. The County considers the following criteria to be of greatest importance in selecting a health plan:

- Sufficient access to high quality providers, and efficient and responsive administrative services;
- Competitive pricing and the ability to manage vision costs;
- Ability to offer requested plans and benefits;
- Ability to provide a provider network with significant savings;
- High level of commitment to serve County benefits staff and all plan participants demonstrated by a commitment to customer service and accessibility;
- Proven track record in the administration of vision plans;
- A willingness to provide meaningful performance and/or rate guarantees;
- Ability to provide superior management reports
- References; and
- Ability to fulfill the requirements and specifications of the RFP.

Requested Vision Plan Designs

The County requires vendors to administer their current plan designs and benefits for its vision plan. The County will not make plan design changes effective January 1, 2027.

Appendix and Attachments— Provided As Separate Documents

Email jennifer.bisciglia-heideman@co.dakota.mn.us to obtain copies of appendix's and attachments

Appendix's –Complete and Return as part of proposal submission

Appendix A – Cost Proposal

Appendix B – Provider Disruption

Appendix C – Questionnaire

Appendix D – Non- Collusion and Conflict of Interest

Appendix E – Proposal Signature Form

Appendix F – Trade Secret Form

ZIP File Attachment – which contains rate history, enrollment census, plan documents, claims history

ATTACHMENT A: STANDARD ASSURANCES

NON-DISCRIMINATION

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

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

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

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

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
- B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.
- G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.
- I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.
- J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.
- K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.
- L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

1. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA.

Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information (“Protected PII”) as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

4. **PROHIBITED 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.

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

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

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

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes;

or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

ATTACHMENT B: INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

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

2. General Liability.

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

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

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

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it

will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability.

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

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

5. 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 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 affect 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 C: SAMPLE CONTRACT

Dakota County Contract #DCASAMPLE

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

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

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

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

ACCORDINGLY, the Parties agree:

1. TERM

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

2. CONTRACTOR’S OBLIGATIONS

- 2.1. General Description. Contractor will provide the services generally described as [SAMPLE] and the 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. Standard of Care. In the performance of the Services, Contractor must use the care and skill a reasonable practitioner in Contractor’s profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section. **[Add for consultant contracts only]** The County will provide Contractor with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services.
- 2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days’ Notice if the Contractor makes or proposes significant changes in policies or staffing. **[Add for consultant contracts only]** The County will not control the manner or means by which Contractor, or its employees or contractors, perform the Services. However, the Contractor will be responsive to the needs and concerns of the County in performing the Services.
- 2.6. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor’s business, to continue Services under the Contract the Contractor must receive written consent from the County following assurance from the Contractor and Contractor’s successor that such successor will be able to fulfill its obligations under the Contract and has agreed in writing to assume all rights, duties, liabilities, obligations, and provisions of the Contract and be bound by the terms thereof.
- 2.7. Property. Contractor must return the County’s property, documentation, records, or other types of data within 14 calendar days of the Expiration Date or after receipt of a Notice of Termination, whichever occurs

first. Contractor must maintain records related to its performance of the Contract as may be directed by the County in the Notice of Termination (as applicable) or as required by law or this Contract.

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

2.9. [Only if applicable]

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

3. PAYMENT

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

3.2. Compensation.

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

- in the fixed amounts set out in the Proposal, which is attached and incorporated as Exhibit 3A.
- at the rate of \$[SAMPLE] per hour. Any incidental or out-of-pocket expenses must be pre-approved by the County's Authorized Representative to be eligible for reimbursement under this Contract.
- in accordance with the pricing stated in State of Minnesota Cooperative Purchasing Venture Contract No. [SAMPLE]. The County is a State of Minnesota Cooperative Purchasing Venture member and is entitled to the pricing and terms provided for in Contract No. [SAMPLE]. The pricing stated herein shall control during the term of this Contract notwithstanding the expiration of, termination of or changes to the cooperative purchasing contract.

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

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

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

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

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

3.6. Payment for Unauthorized Claims.

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

- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the deadline for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

[Only if applicable]

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

[Select one bullet-point & delete the others]

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.
- [sample]
- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance

with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

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

[Only if applicable]

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, “**Notice**”) must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative’s email address, or upon receiving an email confirming delivery to the Authorized Representative’s email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

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

8. INSURANCE

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

9. SUBCONTRACTING

- 9.1. Subcontracting Generally Prohibited. Contractor may not assign or delegate any interest, right, duty, or obligation related to this Contract without the County’s prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. **[for consultant contracts in which a staffing company subcontracts, only]** County agrees that Contractor will subcontract its performance of the Services to [SAMPLE] Contractor may subcontract with the subcontractors as permitted by the County in writing, subject to the following:
- A. Contractor is responsible for the performance of its subcontractors.
 - B. All subcontractors must comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

- 9.3. Notice to County. Contractor must provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This section is required by Minn. Stat. § 471.425. Contractor must pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor must pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

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

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause upon 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services which endanger performance of the provisions of this Contract; and

- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-county source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor must:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination;
 - B. Complete performance of any work that is not discontinued by the Notice of Termination;
 - C. Cooperate with County with any transition of Services;
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract;
 - E. Comply with the return of County property, as stated in Section 2.7; and
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 12.6. Duties of County upon Termination of the Contract for Cause or without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County will make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility or right of any party that arises from the performance of or failure to adequately perform the provisions of this Contract prior to the effective date of termination. Termination does not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit [SAMPLE], Standard Assurances, and the indemnity provisions of Section 7.
 - B. The County is not liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

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

failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

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

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

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

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

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

15. LIAISON

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

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

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

16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "**Works**"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights

on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

17. AMENDMENTS

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

18. SEVERABILITY

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

19. CONFIDENTIALITY AND SECURITY

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

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

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

20. MERGER

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

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

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

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

21. ELECTRONIC SIGNATURES

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

22. CONTRACT INTERPRETATION AND CONSTRUCTION

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

23. WAGE WITHHOLDING TAX

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

[Only if applicable]

24. NO EXCLUSIVITY

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

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

COUNTY OF DAKOTA

CONTRACTOR

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

By: _____

[Name, Title]

[Department]

By: _____

Signature

Date of Signature: _____

Title

County Board Res #: [SAMPLE]

Date of Signature: _____