



# **Request for Proposal**

## **Electronic Voting System**

Dakota County Elections Department

Release Date: May 9, 2025

Due Date: June 13, 2025

Dakota County Elections Department  
Administration Center  
1590 Highway 55  
Hastings, MN 55033-2343

For additional information please contact:

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# INTRODUCTION

## Organization Background

Dakota County is 587 square miles in area and has a population of about 447,000. Situated in the southeast corner of the Twin Cities Metropolitan area, it is the third-most populous county in Minnesota. Dakota 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 Dakota County a unique geographic area. Although the county seat is located in Hastings, the county has two large service centers in West Saint Paul and Apple Valley, and numerous libraries and other smaller buildings throughout the county.

Between 2010 and 2023, Dakota County's population grew by nearly 12 percent. In recent years, second and third-ring communities in Dakota 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 Dakota County Elections Department is staffed by 8 full-time employees and hires over 60 temporary workers during large election periods. Although the main office is located in Hastings, the department also provides in-person voting services at the County's two major service centers in West St. Paul and Apple Valley during absentee voting periods.

The Dakota County Elections Department is responsible for creating each election package, ballot creation and proofing, and testing voting equipment, including both precinct tabulators and central count machines. Some voting equipment is housed at the central office in Hastings. Additionally, the department manages voter registration data, absentee ballot records, and address block ranges and precinct assignments. The Elections Department also serves as the county's primary absentee ballot board, processing all absentee ballots received by mail. For the 2024 general election, Dakota County Elections processed over 50,000 absentee mail ballots and tabulated the results using central counting machines.

The success of elections in Dakota County relies heavily on local municipalities, including cities, townships, and school districts, which administer elections. Large municipalities are responsible for managing and storing their own voting equipment, conducting preliminary testing, and overseeing public accuracy testing. Dakota County stores and tests equipment for the small jurisdictions (22 cities and towns) with fewer than 3,000 voters. The County and Large cities administer in-person voting before Election Day. All jurisdictions, regardless of size, recruit, hire, and train election judges, and manage polling place operations on Election Day.

The decentralized nature of elections in Dakota County requires strong collaboration between the Elections Department and local municipalities. The Elections Department is responsible for creating the election package and testing some of the voting equipment; local municipalities manage most of the precinct tabulators.

## Current State of the Voting System

Dakota County's current voting equipment, deployed in 2015, is approaching the end of its life cycle. The upgrade aims to modernize voting infrastructure, ensuring security, efficiency, accessibility, and compliance with election regulations. The increased number of elections and higher voter participation necessitate a state-of-the-art solution that meets the county's growing needs.

## Key Project Objectives

- Procurement of new voting equipment (ballot tabulators, software, peripherals).
- Installation and testing of new voting equipment.
- Deployment of a new system is expected to be first used for the August 11, 2026, State Primary Election.
- Training for County staff, Municipal Clerks, and election judges.

## Request for Proposal Overview

### Project Description

Dakota County is seeking proposals from qualified vendors (“Proposer”) for a comprehensive solution (“System”) or management of the administrative process for casting, counting, compiling, and reporting votes in all elections in the County. The purpose of this request for proposals (“RFP”) is to select a System to replace the County’s current voting system.

### Scope of Project

The County seeks proposals that address the requirements outlined in this RFP. Proposers shall submit proposals for a comprehensive, countywide solution to meet the needs of the Dakota County Elections Department.

Minimum requirements for all proposals include a fully integrated System that consists of:

- precinct ballot counters
- central ballot counters
- ballot marking devices
- ballot printers
- Elections system management software and associated components
- implementation services, staff training and documentation
- Post-implementation technical support and maintenance
- The System solicited by this RFP will be used in up to 150 precincts in Dakota County in an election cycle. Dakota County reserves the right to reject all proposals offered in response to this RFP.
- The System solicited by this RFP is expected to be first publicly used at the 2026 Primary Election on August 11, 2026. This election is expected to be a countywide election. In person and by-mail absentee voting for this election will begin on June 19, 2026. All ballot setup, machine testing, and training must be fully concluded well before this date.
- All proposals must be based on an anticipated period of use of the System by the County for 10 to 14 years after initial implementation of the System.
- Dakota County reserves the right to alter system requirements should legislative or statutory changes necessitate the need outside of the County’s control.

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## 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 Dakota County, in coordination with the respondent submitting the selected proposal, after the final selection.

### Dakota County Staff Responsibilities

During the RFP contractor selection process, procurement and solution implementation of the new voting equipment system, Dakota 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 voting equipment system.

### Contractor Responsibilities

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

- The new voting system must be 100% compliant with federal, state, and local election security regulations (e.g., HAVA, EAC, NIST standards), including end-to-end encryption, paper audit trails, and tamper-proof technology.
- A Proposer's System must be certified by the Minnesota Secretary of State and tested by a testing authority accredited by the EAC or tested by a federal agency (i.e. the EAC) pursuant to the Voluntary Voting Systems Guidelines (VVSG). Prior to contract execution, the successful Proposer must demonstrate that their voting system will be certified for use in this state by the Minnesota Office of the Secretary of State on or before April 1, 2026.
- Provide and make available one (1) project manager who will function as the county's sole point of contact on this RFP and work directly with the county's project manager and the Elections Department throughout the implementation of the new voting equipment system.
- Be the point of contact throughout the implementation and ongoing use of the new voting equipment system where adjunct or ancillary parts of the solution are provided by subcontractors or teaming partners.
- Furnish, install, configure, and test all equipment, software, and services for the proposed solution.
- Implement the new voting equipment system software, including migrating users and importing existing data.
- Provide 24/7/365 incident technical support for the new System.
- Provide regularly scheduled and routine system maintenance for the new solution, including deploying system updates, applying configuration settings to ensure system security, and supporting problem management activities to improve the environment's capability, availability, and reliability.
- Provide voting equipment system training for up to ten (10) administrators and up to fifty (50) support staff or train-the-trainer staff. Such training should be online or, if in-person, on location in Dakota County, Minnesota.
- Provide initial how-to documentation, videos, user guides, and other aids for end users of the new electronic voting equipment system that the county may freely reproduce for internal use without copyright infringement.

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# 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 April 1, 2026, 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 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.
Testing and Acceptance	User Acceptance Testing
Training	Administrator training and training materials, end user training and training materials.
Deployment	Successful deployment of the system

## Proposal Process Timeline

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

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

1. Release RFP: **May 9, 2025**
2. Questions due: **May 26, 2025**
3. Responses to questions posted: **June 2, 2025**
4. RFP proposals due: **June 13, 2025**
5. Onsite demonstrations: **TBD**
6. 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](#). The



contractor, when establishing cost estimates for the total project, 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 200 ballot tabulators, 200 assisted voting devices, and four central counting machines. Estimates should include all storage cases/bins, carrying cases, necessary cords, devices, and peripherals. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

## **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.

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# **GENERAL INSTRUCTIONS FOR CONTRACTOR**

## **Contact Person**

The sole point of contact for this RFP is:

Matt Macekura  
Administration Center  
1590 Highway 55  
Hastings, MN 55033-2343  
[matt.macekura@co.dakota.mn.us](mailto:matt.macekura@co.dakota.mn.us)  
+1-651-438-4936

## **Questions**

Questions regarding this RFP must be submitted by email and must be received no later than 4 p.m. CST on May 26, 2025.

Responses to the questions submitted will be posted on the county's website no later than June 2, 2025 at Doing Business - Request for Bids, Proposals and Information:

<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 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 a proposal, the contractor represents that they have thoroughly examined and become familiar with the work required 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 contractor in 1) preparing its quote/proposal in response to this RFP; 2) submitting that quote/proposal to the county; or 3) any other expenses incurred by the contractor prior to the date of execution of the proposed contract. The county shall not, in any event, be liable for any pre-contractual expenses incurred by the contractors in the preparation of their quote/proposals. Contractors shall not include any such expenses as part of their quote/proposals.

## Onsite Demonstration of Voting Equipment.

Proposers shall provide an onsite demonstration of the voting equipment for the County Elections Department. Demonstrations will occur in three consecutive segments to be held within a time period of approximately two business days:

- Elections Department – Dakota County Elections Department staff (8 – 10 staff).
- Municipal clerks – City clerks, townships clerks, school district clerks, and associated staff (50 – 75 municipal staff).
- Other interested parties – e.g. disability advocacy groups, other interested officials (10 – 30 individuals).

## Contract Award

Issuance of this 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 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 D](#). 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/>

## **Joint Offers**

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

## **Dakota County Rights**

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

County staff reserves the right to:

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

- Reject and replace one or more subcontractors.

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

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# 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 June 13, 2025, via email to [matt.macekura@co.dakota.mn.us](mailto:matt.macekura@co.dakota.mn.us).

## Proposal Format

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

Both Requirements and Pricing enclosures 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 that is ready to print on 8½ x 11" paper
2. Ten (10) unbound hard copies.

## Proposal Contents

The proposal must include:

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: TRADE SECRET FORM](#)
7. Completed [ATTACHMENT F: PROPOSAL SIGNATURE FORM](#)

Each Proposer shall detail exactly the components and services included and itemized pricing in the proposal on the price sheets contained in Attachment B to this RFP. The Proposer shall provide a list of all components needed to operate the System at precinct, absentee ballot board, and administrative office locations.

## 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. The letter is to transmit the quote/proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:

- Identification of the offering firm(s), including name, address, and telephone number of each firm
- Acknowledgment of receipt of RFP addenda, if any
- Name, title, address, telephone, fax numbers and email address of contact person during period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal
- Signature of a person authorized to bind the offering firm 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 company's organizational structure or provide an organization chart showing the team members and key personnel. 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 contractor 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 Agreement. Key Personnel for this award include the Relationship and/or Project Manager, and the Technical Lead assigned to the County.

### ***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/voting structure of municipality
- Client name and address
- Phone number and email address for a currently available contact person familiar with the firm's performance

### ***Work Plan and Budget for Scope of Services***

Include:

- 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.
- Detailed project budget inclusive of the scope defined in the RFP and Technical Requirements. Include professional fees, hardware and software, third-party services, etc.

For this proposal, 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 Contractor 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 to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under 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 firm's willingness to agree to such provisions.

### ***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.

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# PROPOSAL EVALUATION CRITERIA

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

1. In-person voting equipment demonstration – 30%
2. General Requirements Worksheet – 20%
3. Pricing Worksheet – 20%
4. Project team, organization, and expertise of key personnel – 10%
5. Quality control and support – 10%
6. Training and documentation – 5%
7. Performance on similar projects – 5%



## ATTACHMENT A: REQUIREMENTS DOCUMENT

REQID	Function	Area	Requirement	Priority	Standard	Custom	Not Available	Comments
	<b>Certification</b>		<b>Certification across Federal and State agencies.</b>					
1		Certification	Must be tested by a testing authority accredited by the EAC <u>or</u> tested by a federal agency (i.e. the EAC) pursuant to the Voluntary Voting Systems Guidelines (VVSG).	Must have				
2		Certification	Must be certified for use in Minnesota by the Office of the Minnesota Secretary of State.	Must have				
3		Certification	Must be ADA/HAVA compliant for accessible voting use.	Must have				
	<b>Core</b>		<b>Core components of the Voting Machine</b>					
4		System Requirements	System must consist of 1) precinct ballot counters, 2) central ballot counters, 3) ballot marking devices, 4) ballot printers, 5) accompanying software.	Must have				
5		System Requirements	The system must be supported by the proposer for at least 14 years after initial implementation of the System.	Must have				
6		System Requirements	Ability for the system to add or reduce the number of precinct ballot counters, central ballot counters and ballot marking devices per election.	Must have				
7		System Requirements	Ability for the system to be used in up to 150 discrete precinct polling places and potentially multiple absentee ballot counting locations.	Must have				
8		System Requirements	Flexibility to alter election design should legislative or statutory changes necessitate the need.	Must have				
9		System Requirements	Ability to read vote totals from a ballot that is 8.5 inches wide and 11, 14, or 17 inches in length.					
10		Precinct Ballot Counters	Ability to produce multiple copies of the following reports: (a) zero proof report when polls are open and (b) result tape report when polls close.	Must have				
11		Precinct Ballot Counters	Ability to seal memory devices into ballot counter.	Must have				

12		Precinct Ballot Counters	Ability to reject a ballot for being cast in an improper precinct.	Must have				
13		Precinct Ballot Counters	Ability to provide a clear message or indicator, including the capability for an auditory and/or visual alert to the election judge and/or the voter, that a ballot has been counted or not counted.	Must have				
14		Precinct Ballot Counters	Ability to prevent voters from casting a vote for candidates of more than one party in a primary election (cross-over voting) and provides a warning to the voter in this instance.	Must have				
15		Central Ballot Counters	Ability to read at least 30 ballots per minute whether ballots are folded, creased and/or wrinkled.	Must have				
16		Central Ballot Counters	Ability to read ballots inserted in any of the four orientations.	Must have				
17		Central Ballot Counters	Ability to electronically and physically sort or separate ballots on which one or more write-in targets have been marked by the voter.	Must have				
18		Central Ballot Counters	Ability to electronically outsort or separate ballots in which an overvote, crossover vote, or other situation may require manual inspection of the ballot.	Must have				
19		Ballot Marking Device	Ability to be used by voters in a manner compliant with the Americans with Disabilities Act.	Must have				
20		Ballot Marking Device	Ability to provide instructions to voters who need assistance in languages other than English.	Must have				
21		Ballot Marking Device	Ability to be used by a voter without interfering with the simultaneous use of the precinct ballot counter.	Must have				
22		Ballot Marking Device	Ability to integrate with electronic poll book-activated voter access cards. (at current time Dakota County uses Knowink e-pollbooks).	Should have				
23		Ballot Box	Ability to stack, nest or fold flat for storage and transport.	Should have				
24		Ballot Box	Equipped with a main ballot container and an emergency or auxiliary voting slot.	Must have				
25		Ballot Box	Capacity for a maximum of 3,000 voted ballots that are 8.5 inches wide and 14 inches in length.	Must have				

26		Administrative Specifications	Ability to fully manage an election with up to 200 tabulators and ballot scanners, including multiple ballot counters, from which votes are counted, compiled, and reported.	Must have				
27		Administrative Specifications	Option for County to fully setup election, layout ballots and prepare memory devices completely independent of Proposer.	Should have				
28		Administrative Specifications	Ability for the proposer to support third party programming.	Should have				
29		Administrative Specifications	Ability to create spreadsheet for test ballots for each election.	Must have				
30		Ballot Layout and Preparation	Ability to design a ballot of various lengths, including 11, 14 and 17 inches.	Must have				
31		Ballot Layout and Preparation	Ability to read ballots marked with standard, commercially available pens.	Should have				
32		Ballot Printing	Ability for the County or a third-party vendor selected by and operating at the sole direction of the County to print all ballots to be used by the System.	Must have				
33		Ballot Printing	Ability for the Proposers to provide paper specifications to the County for ballot printing.	Must have				
	<b>Storage</b>		<b>Storage in memory devices</b>					
34		Memory storage	Using memory devices, ability to upload results from precinct and central ballot counters at the Elections Office.	Must have				
35		Memory storage	Ability to overwrite memory devices in a single action.	Must have				
36		Memory storage	Memory devices have the ability to read, record and store up to 10,000 votes from up to 200 different ballot styles on a single memory device.	Must have				
37		Ballot Marking Device	Ability to mark ballots for up to 200 ballot styles on a single memory device	Must have				
38		Precinct Ballot Counters	Ability to equip with sealable memory device access.	Must have				

39		Ballot Marking Device	Ability to equip with sealable memory device access, if applicable.	Must have				
40		Administrative Specifications	Ability to create and preserve backup electronic files of compiled vote totals.	Must have				
41		Physical storage	Ability to store the ballot counter separately from the ballot box.	Should have				
	<b>Results</b>		<b>Read, display, and organize results</b>					
42		System Requirements	Ability to scan ballots without immediately accumulating or reporting results.	Must have				
43		System Requirements	Ability to count and compile more than one ballot style per precinct (e.g. school district precinct splits, federal offices only, presidential office only, etc.)	Must have				
44		System Requirements	Ability to transmit and receive encrypted vote totals via a secure wireless connection to the County Elections Office.	Must have				
45		System Requirements	Ability to count and compile into a single precinct result votes from ballots counted at the precinct polling place and at an absentee ballot counting center.	Must have				
46		System Requirements	Ability to count, organize, and compile multiple counting groups per precinct (e.g. Election Day polling place, in-person absentee, mail absentee, etc.)	Must have				
47		System Requirements	Ability to automatically orient scanned ballot images face up, top up.	Should have				
48		System Requirements	Ability to display and view images of both sides of scanned ballot electronically.	Must have				
49		System Requirements	Ability to sort electronic ballot images by office, candidate, election district, or precinct.	Must have				
50		System Requirements	Ability to sort electronic ballot images by office on which the write-in target has been marked by the voter.	Should have				
51		System Requirements	Ability to export results to the County website and to the Office of the Minnesota Secretary of State's Election Reporting System (ERS).	Must have				
52		Precinct Ballot Counters	Ability to provide a clearly visible public counter of the total number of ballots inserted into the ballot counter.	Must have				

53		Precinct Ballot Counters	Ability to produce a precinct summary statement in the format required by the Office of the Minnesota Secretary of State in printed and downloadable electronic media.	Must have				
54		Precinct Ballot Counters and Central Ballot Counters	Ability to read ballots that have been folded.	Must have				
55		Central Ballot Counters	Permit the use of more than one central ballot counter to read, count and report the results.	Must have				
56		Central Ballot Counters	Ability to count a discrete ballot style on more than one central counter.	Must have				
57		Central Ballot Counters	Ability to read and record up to 10,000 voted ballots for up to 250 different ballot styles on a single memory device.	Must have				
58		Central Ballot Counters	Ability to reject a ballot for a precinct that has not been designated for counting.	Must have				
59		Central Ballot Counters	Ability to produce a precinct summary statement in the format required by the Office of the Minnesota Secretary of State in printed and downloadable electronic media.	Must have				
	<b>Security</b>		<b>Security of Voting Machines</b>					
60		System Requirements	System software is password protected.	Must have				
61		System Requirements	System software requires multifactor authentication (e.g. password and key card).	Should have				
62		Precinct Ballot Counters	Access to precinct ballot counter menu is password protected.	Must have				
63		Precinct Ballot Counters	Access to precinct ballot counter menu requires multifactor authentication (e.g. password and key card).	Should have				
64		Ballot Box	Lockable ballot boxes.	Must have				
65		Central Ballot Counters	Access to central ballot counter menu is password protected.	Must have				
66		Central Ballot Counters	Access to central ballot counter menu requires multifactor authentication (e.g. password and key card).	Should have				
67		Server	Dedicated servers within the county's possession that do not require or permit access to the internet.	Must have				

	<b>Ballot Layout and Printing</b>		<b>Printing</b>					
68		Ballot Layout and Preparation	Ability to produce a ballot with both electronically and visually readable precinct and ballot style indicators (e.g. precinct number, precinct name).	Must have				
69		Ballot Layout and Preparation	Ability to prepare sample ballots without electronic coding for posting on County and state websites.	Must have				
70		Ballot Layout and Preparation	Ability to output ballot layouts for printing in PDF format.	Must have				
71		Ballot Printing	Ability to print ballots on standard commercial, non-proprietary paper stock.	Should have				
72		Ballot Printing	Ability for the County or a third-party vendor selected by and operating at the sole direction of the County to print all ballots for use by the System.	Must have				
73		Ballot Printing	Proposer must provide paper specifications to the County for ballot printing.	Must have				
74		Administrative Ballot Printer	Ability to automatically duplex print.	Must have				
75		Administrative Ballot Printer	Ability to print both black and white and color.	Must have				
76		Administrative Ballot Printer	Ability to print various ballot lengths, including but not limited to 11, 14 and 17 inches	Must have				
77		Administrative Ballot Printer	Ability for use at County offices, city offices and vote center polling places	Must have				
	<b>Notifications</b>		<b>Alerts or warning messages</b>					
78		Precinct Ballot Counters	Displays clear error messages for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.	Must have				
79		Precinct Ballot Counters	Ability to show customizable messages to voters.	Must have				
80		Precinct Ballot Counters	Ability to support multiple languages for error messages and notifications to voters.	Should have				

81		Central Ballot Counters	Ability to provide clear error messages to the operator for overvotes, crossover votes in a partisan primary, or for other situations where the ballot cannot be read by the ballot counter.	Must have				
	<b>Audit Logs</b>		<b>Track activities</b>					
82		Precinct Ballot Counters	Ability to keep a printed and electronically downloadable internal audit log of all ballot counter activities.	Must have				
83		Central Ballot Counters	Ability to keep a printed and electronically downloadable internal audit log of all central ballot counter activities.	Must have				
	<b>Imports</b>		<b>Import from Voting Registration System</b>					
84		System Requirements	Ability to import office and candidate information and rotation data from the Minnesota Office of the Secretary of State's Election Reporting System for the purposes of ballot layout and production.	Must have				
85		System Requirements	Ability to determine rotation sequence for each precinct using the algorithm provided in state law, using data imported from the statewide voter registration system and program ballots accordingly.	Must have				
	<b>Reports</b>		<b>Tabulate Reports</b>					
86		Administrative Specifications	Ability to report precinct level results only after both election day and pre-election day votes have been counted and compiled into a single result for a precinct.	Must have				
87		Reports	Ability to create proofing reports for office titles, candidate names, candidate rotation sequences, precincts and election districts.	Must have				
88		Reports	Ability to create reports listing precincts for which election day and pre-election day votes totals have been received and compiled.	Must have				
89		Reports	Ability to create field-sortable, summary reports of votes cast by precinct, by municipality, by ballot type, by counting group, by district and by county for each office and question on the ballot.	Must have				

90		Reports	Ability to produce a precinct summary statement from both the precinct ballot counter and the central ballot counter in the format required by the Minnesota Office of the Secretary of State.	Must have				
	<b>Support</b>		<b>Implementation and Post Implementation Support</b>					
91		Support	Ability to provide onsite initial system implementation.	Must have				
92		Support	Ability to provide ongoing post-implementation technical support.	Must have				
93		Support	Ability to provide onsite/In-person support on Election Days.	Must have				
94		Support	Ability to provide Election Day technical support by telephone, video conference or other remote method.	Must have				
	<b>Product Demo</b>		<b>Product Demo by the Proposer</b>					
95		Demo	Proposers shall provide an onsite demonstration of the voting equipment for the County Elections Department. Demonstrations will occur in three consecutive segments to be held within a time period of approximately two business days. The demonstrations will be held for the following groups: Elections Department, Municipal Clerks, and Other interested parties.	Must have				
96		Demo	Demonstrations must be held between the hours of 8:00am and 4:30pm onsite in Dakota County.	Must have				
97		Demo	Ability to demonstrate precinct operations, accessible voting, absentee ballot counting center operations, ballot layout and related administrative operations and compilation and reporting of election results.	Must have				
98		Demo	Ability to demonstrate the central counting operations for absentee ballots to take place under realistic conditions, namely that at least 20% of the total number of ballots used in the demonstration must be folded, creased or wrinkled in the manner normally expected for absentee ballots submitted by the voters.	Must have				
99		Demo	Ability for the final results to include a single result for each precinct that combines for the precinct and centrally counted absentee ballots for that precinct.	Must have				



100		Public Demonstration Requirement	Upon contract execution, proposer must provide programmed equipment to be kept in Dakota County's office for a 6-week public demonstration as required by state law before first use of the equipment.	Must have				
	Warranty		<b>Maintain hardware &amp; software as per warranty guidelines</b>					
101		Warranty	Ability to provide extended warranty for maintenance and repair of System components.	Must have				
102		Warranty	Ability to provide an additional warranty option up to five years.	Must have				
103		Warranty	Ability to supply an established repair and preventive maintenance schedule for System components.	Must have				
104		Warranty	Ability to supply spare parts and consumables replacement schedule for System components.	Must have				
105		Warranty	Ability to provide training and certification (if required) for County elections staff in maintenance and repairs to System components.	Must have				
106		Warranty	Ability to provide additional functionality as required by law, pending state or federal legislative changes.	Must have				
	Training		<b>Staff Training</b>					
107		Staff Training	Ability to provide training on precinct ballot counter and ballot marking device deployment, including testing, for up to 10 administrators and up to fifty support staff or train-the-trainer staff.	Must have				
108		Staff Training	Ability to provide training in maintenance and repairs of system components for up to ten administrators.	Must have				
109		Staff Training	Ability to provide training on system software, including ballot layout and preparations, ballot proofing, memory device preparation, and results reporting, and any other functions necessary to operate the system for up to ten administrators.	Must have				
110		Staff Training	Ability to provide user documentation for all system operations, in a non-copyrighted format that can be distributed by the County.	Must have				

	Product Delivery		Equipment Delivery					
111		Product Delivery	Ability to provide inside delivery of all equipment by prior appointment to the locations specified by the County.	Must have				
112		Product Delivery	Ability to meet timeline for delivery specified in RFP.	Must have				
113		Product Delivery	Ability to deliver fully functioning and fully assembled units.	Must have				
114		Product Delivery	All system components shall be new and not previously used.	Must have				
	Product Testing		To ensure the hardware & software meets the business requirements					
115		User Acceptance Testing	Proposer must provide detailed written instructions for user acceptance testing.	Must have				
116		User Acceptance Testing	Proposer must be available to assist the County, as needed, to perform user acceptance testing.	Must have				
117		User Acceptance Testing	Any system components identified by Dakota County as inoperable shall not be accepted and must be replaced by Proposer.	Must have				
118		Simulated Election	Ability for the proposer to assist Dakota County to conduct a simulated election using the full System components provided by the Proposer. The simulated election will test all precincts, all administrative functions and both precinct and central counting. A test sample of approximately 20,000 ballots will be required for the simulated election.	Must have				
119		Old Election Equipment	Ability to securely dispose of old election hardware and software per US Election Assistance Commission Guidelines including precinct ballot counters, ballot marking devices, central ballot counters and related administrative components	Should have				

	Peripherals & Accessories		Essential Voting Equipment Accessories & Consumables					
120		Central Ballot Counters	Must provide batteries and power cords, as applicable.	Must have				
121		Central Ballot Counters	Must provide memory devices.	Must have				
122		Central Ballot Counters	Must provide an initial set of consumable supplies.	Must have				
123		Central Ballot Counters	Must provide any other materials or supplies to operate the central ballot counters.	Must have				
124		Precinct Ballot Counters	Must provide batteries and power cords, as applicable.	Must have				
125		Precinct Ballot Counters	Must provide a carrying case.	Must have				
126		Precinct Ballot Counters	Must provide memory devices.	Must have				
127		Precinct Ballot Counters	Must provide a ballot box that attaches to the precinct ballot counter.	Must have				
128		Precinct Ballot Counters	Must provide an initial set of consumable supplies.	Must have				
129		Precinct Ballot Counters	Must provide any other materials or supplies to operate the precinct ballot counters.	Must have				
130		Ballot Marking Device	Must provide batteries and power cords, as applicable.	Must have				
131		Ballot Marking Device	Must provide a carrying case.	Must have				
132		Ballot Marking Device	Must provide the printer.	Must have				
133		Ballot Marking Device	Must provide memory devices.	Must have				
134		Ballot Marking Device	Must provide an initial set of consumable supplies.	Must have				
135		Ballot Marking Device	Must provide any other materials or supplies to operate the ballot marking device.	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, 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 highlights your solution's strengths. Provide the cost estimates with the following quantities:

- 200 ballot tabulators
- 200 assisted voting devices
- Four (4) central counting machines

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

				Year 1 2025		Year 2 2026		Year 3 2027		Option Years			
				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%

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## ATTACHMENT C: SAMPLE CONTRACT

Dakota County Contract #DCA [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 **Choose an item.** ("Choose an item."), dated [date of RFP/RFQ], attached and incorporated as Exhibit 1; and

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

### 2. CONTRACTOR'S OBLIGATIONS

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

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

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

2.4. 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.

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.

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.

### 3. PAYMENT

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

3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

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

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

3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.

3.6. Payment for Unauthorized Claims.

- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

### 4. COMPLIANCE WITH LAWS/STANDARDS

4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 3 [Exhibit 1 Attachment ]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

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

- A Proposer's System must be certified to the Minnesota secretary of state by an independent testing authority as compliant with the federal Voluntary Voting System Guidelines ("VVSG") established by the U.S. Election

Assistance Commission. Prior to contract execution, the successful Proposer must show that their voting system will be certified for use in this state by the Minnesota Office of the Secretary of State on or before April 1, 2026.

Dakota County will consider systems certified before April 1, 2026. If the proposer's system is not currently certified, please provide a copy of your submitted application, a brief report of your progress to-date and an expected completion date for certification at the state.

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

## 5. INDEPENDENT CONTRACTOR STATUS

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

## 6. NOTICES

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

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

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



## 7. INDEMNIFICATION

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

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

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 shall promptly provide Notice in writing and in reasonable detail of:

- A. Any demand, action, suit, or proceeding against the party providing Notice; or
- B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

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

## 8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit 4 [Exhibit 1 Attachment] and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

## 9. SUBCONTRACTING

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

9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor’s Proposal or as permitted by the County in writing, subject to the following:

- Contractor shall be responsible for the performance of its subcontractors.
- All subcontractors shall comply with the provisions of this Contract.

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

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

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

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

## 10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## 11. DEFAULT

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

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

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

## 12. TERMINATION

12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 90 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 30 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;

- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

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

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

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

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
- E. Return all County property in its possession within 30 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 3 [Exhibit 1 Attachment ] (Standard Assurances) and the indemnity provisions of section 7.

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

### 13. CONTRACT RIGHTS AND REMEDIES

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

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

### 14. AUTHORIZED REPRESENTATIVE

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

To Contractor:

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

[Telephone Number]

[Email Address]

To the County:

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

[Telephone Number]

[Email Address]

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

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

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

### 15. LIAISON

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

Contractor Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

County Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

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

## 16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

## 17. AMENDMENTS

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

## 18. SEVERABILITY

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

## 19. MERGER

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

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

- Exhibit 1 – County's Request for Proposal (including Attachments A and B)
- Exhibit 2 – Contractor's Response to Request for Proposal dated [Enter Date]
- Exhibit 3 – Standard Assurance
- Exhibit 4 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

## 20. CONFIDENTIALITY

20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.

20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or

Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach.

Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.

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

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

## 21. SECURITY

21.1. County Policies. Contractor agrees to abide by County policies and procedures as they relate to the Contractor's performance under the Contract. In the event of a conflict between the terms of this Contract and County policies and procedures, the terms of this Contract shall control. Failure to abide by these policies and procedures could result in termination of the Contract if the County determines that the violation threatens the safety of County staff or employees, inmates, other contractors, interns, volunteers, or visitors. The Contractor further agrees that its employees and representatives will meet the County's eligibility and screening requirements.

21.2. Background Investigation. Contractor's employees having access to the Detention Facilities, including access to Criminal Justice Information Services data as defined by the Minnesota Bureau of Criminal Apprehension, may be subject to a criminal background check and screening coordinated through the Dakota County Sheriff's Office before commencing work. For employees subject to a criminal background check and screening, the Contractor shall obtain from such employee an authorization from the employee for a release to both the County and the contractor of criminal history and background data from the Minnesota Bureau of Criminal Apprehension or a state of residency and national fingerprint-based record check. Further background data shall include any other source deemed necessary to ensure that individuals who may pose a security risk do not gain access to the Detention Facilities. Contractor shall use release forms approved by the County for the release of criminal history and background data that is to be signed by their employee pursuant to this section. Contractor shall forward to the County a copy of the release of criminal history data and background data for each of the Contractor's employees. The background investigative results shall be provided directly to the County from the source of the data.

21.3. Right to Reject. The County shall at any time have the sole right to reject any of Contractor's employees providing services under this Contract who, in its judgment, pose a risk or potential risk to the security, order or operations of the Detention Facilities. The County reserves the right to require all of Contractor's employees having access to the Detention Facilities to submit to photographing, fingerprinting, and urinalysis testing at the expense of the County.

21.4. Identification Badge. Each employee of Contractor is required to possess on their person a valid County issued identification badge in order for the employee to have access to any County building. Contractor shall immediately notify the County, as soon as Contractor has knowledge of any felony convictions of an employee of Contractor who possesses a County issued identification badge. Contractor shall immediately return such employee's badge to the

County and shall deny such employee any further access to County buildings pending further direction from the County.

21.5. Data Security. Contractor shall take all reasonable precautions to maintain security and confidentiality of information found throughout County buildings and to ensure that individuals who may pose a risk do not gain access to County buildings or County data. Persons not previously screened for admittance may not be admitted to the Detention Facilities without proper notification to and approval of the County. Contractor must immediately report any unusual occurrences to the County. Contractor shall secure its data and records, and lock its assigned areas and all doors before exiting the Detention facilities unless notified by the County to do otherwise. Contractor shall instruct its employees to refrain from accessing documents or materials found in County buildings that are not required to duties under this Contract.

21.6. Systems Access. To the extent that Contractor or its staff have access to the County's networks, computers, or systems, Contractor shall comply with the Dakota County Systems Access requirements, attached and incorporated as Exhibit B.

21.7. Detention Facilities. The County shall provide adequate security in the Detention Facilities for its employees, Contractor's employees, contractors, volunteers, visitors, inmates/residents as required by law and as is necessary to ensure the overall safety, security, and order of the Jail and JSC. Such security shall include on-site escort of inmates, when deemed necessary by Contractor, sufficient to allow Contractor and its employees to safely provide the Services called for hereunder.

## **22. CONTRACT INTERPRETATION AND CONSTRUCTION**

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

## 23. WAGE WITHHOLDING TAX

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

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 3 -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](https://oig.hhs.gov/exclusions/exclusions_list.asp)

#### EXHIBIT 4 -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 a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

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

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

Revised: 11/23

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## 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 Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

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

### Authorized Signature, Title, 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 Dakota County.

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

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## ATTACHMENT E: TRADE SECRET FORM

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

**All responders must select one of the following boxes:**

- ☐ My bid/proposal does not contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal does contain "trade secret information" because it contains data that:
- (a) is a formula, pattern, compilation, program, device, method, technique, or process; AND
  - (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
  - (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

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

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

**Submit this form as part of the Bid or Proposal response**

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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 Dakota County.

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## ATTACHMENT F: PROPOSAL SIGNATURE FORM

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

Indicate Addenda received: \_\_\_\_\_

Please print: \_\_\_\_\_

Legal Name of Company

\_\_\_\_\_

Address

\_\_\_\_\_

Name and Title of Authorized Agent

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Incorporated in the State of: \_\_\_\_\_

Indicate type of company: \_\_\_\_\_

Corporation/partnership/sole proprietorship

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