I. CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE/LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request Issued</td>
<td>December 17, 2018</td>
</tr>
<tr>
<td>Written Questions Due</td>
<td>by noon (12:00 PM) on December 28, 2018</td>
</tr>
<tr>
<td>Mandatory Site Visit</td>
<td>Tuesday, January 8th, 2019 @ 9:00 AM – Local Time</td>
</tr>
<tr>
<td></td>
<td>See Note below</td>
</tr>
<tr>
<td></td>
<td>Dakota County Adult Detention Center (ADC), 1580 Hwy 55, Hastings MN Room CR2B</td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>January 14, 2019 (if required)</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 22, 2019 @ 2:00 PM</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>Estimate completion by February 1, 2019</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>February, 2019</td>
</tr>
</tbody>
</table>

Note: There are two site visits for this project. The first will be at the Hastings, ADC campus. The second will be the same day at the Dakota County Northern Service Center (NSC), West St. Paul following the ADC meeting. Vendors should travel to and re-convene at the NSC as directed after the 9:00 AM meeting.

II. STATEMENT OF WORK

A. PURPOSE

These specifications, terms and conditions describe Bi-Directional Amplifier(s) (BDAs) and Distributed Antenna Systems (DASs) to be furnished and installed at two (2) Dakota County facilities. The locations are:

- Government Center Campus (Adult Detention Center), 1580 Highway 55, Hastings, MN
- Northern Service Center, 1 West Mendota Road, West St. Paul, MN

The County intends to procure the necessary materials and services to enhance public safety, 800 MHz, P25 digital voice communications to the most responsible bidder(s) whose response conforms to the RFP and meets the County’s requirements. Required areas of coverage enhancement and other specific project requirements are shown in “Technical Requirements” below.

B. SCOPE

Dakota County’s Radio Services seeks to engage a qualified vendor who can design, supply and install Class A, BDA/DAS systems operating in the 800 MHz spectrum with uplink frequencies ranging from 806.xxxx to 816.xxxx MHz and downlink frequencies ranging from 851.xxxx to 860.xxxx MHz. The class A amplifiers shall be capable of supporting up to 20 RF carriers (channels).

This work will be performed in a high security environment which will require all vendor personnel who will be entering the work sites to be subject to a background check prior to being given access/entry permissions. Additional details of the background check are found elsewhere in this document.
C. MINIMUM QUALIFICATIONS

Bidder shall be regularly and continuously engaged in the business of providing land-mobile radio (or cellular), in-building system design and installation services for a minimum of five (5) years prior to the date of bid submission. Bidder shall be an authorized dealer or channel partner for the primary BDA equipment proposed. The Bidder shall possess all permits, licenses and credentials necessary to supply product and perform services as specified under this solicitation. Bidder shall maintain a staffed service presence in the Twin Cities metropolitan area.

D. MATERIALS AND SERVICES TO BE PROVIDED BY COUNTY

The following materials and services shall be provided by the County in furtherance of the project.

1. Both Locations: Suitable 120 VAC, 60 Hz, generator protected power.

2. Hastings Location: An existing, abandoned vertical coaxial cable riser to permit connection of a contractor furnished “donor” antenna to the newly furnished BDA. An abandoned, partial horizontal, coaxial cable distribution system in the sub-grade building tunnel is also available to be re-purposed for this project. This horizontal coaxial distribution system was formerly used by Sprint for in-building enhancement of the (since decommissioned) Sprint/Nextel iDEN network. Contractors shall note that additional coaxial distribution will be needed to serve a ground floor office area at the Hastings location. An outdoor, average off-the-air signal level of approximately -68 to -73 dBm has been measured at approximately 4’ above ground level using a unity gain antenna in the parking lot adjacent to the ADC using the Dakota County ARMER subnet control channel as a reference.

3. West St. Paul Location: An entirely new BDA/DAS system shall be furnished and installed by the contractor at this location capable of satisfying the performance requirements described below. An outdoor, average off-the-air signal level of approximately -70 to -85 dBm has been measured at approximately 4’ above ground level using a unity gain antenna in the parking lots adjacent to the NSC using the Dakota County ARMER subnet control channel as a reference. The furnished BDA system may utilize either coaxial, fiber, or Category 6 signal distribution within the building. All cabling shall be plenum rated. The furnished system shall be designed to be centrally powered from the same location as the Class A amplifier equipment so that all remote distribution units (if any) receive their primary and backup power from the equipment described herein. Vendors shall note that the donor site at the Marie water tank is temporarily running on a reduced height/gain antenna system. Restoration to the permanent antenna system is expected to occur in 3Q 2019 at which time off-the-air signal level is anticipated to improve by 3 to 6 dB.

4. Access to spaces and facilities to allow successful completion of the Contract.

5. An external monitoring system (building fire alarm panels) which annunciates dry contact alarms from the BDA at each campus as a trouble alarm on the fire alarm panel.
E. ADDITIONAL PERFORMANCE REQUIREMENTS

Specific Requirements

a. Except as noted as furnished "By County", the Contractor will supply and install all equipment associated with this project including but not limited to donor antenna, distribution antennas, jumpers, splitters, directional couplers, backup power supply, alarm interface wiring, and any other components necessary to make an operational and fully functional system.

(1) As a part of the submitted proposal, vendors shall submit a System Design Package, including as a minimum:

(a) Equipment specifications;

(b) In-Building coverage map showing predicted Signal Levels;

(c) Bill of Materials;

(d) Interconnection diagrams;

(e) Elevation drawings (as applicable);

(f) Floor Plan/Layouts showing Equipment locations;

(g) Power requirements.

(2) Project Implementation Plan & Schedule

The bid response shall include an Implementation Plan and Schedule. Any bidder awarded a contract pursuant to this RFP will work with County staff to make any necessary changes to this Implementation Plan and Schedule. All changes to the Implementation Plan and Schedule shall be mutually approved by the bidder and the County. Once the Implementation Plan and Schedule has been signed off on by the County, the project shall begin. The project is expected to be complete within the time period committed to by the Contractor as part of the bid response. The plan shall include a detailed schedule indicating how Bidder will deploy the functional system.

(3) References shall be furnished using the forms included in this document.

1. Technical Requirements

a. The County requires acceptable portable wireless radio coverage in all interior spaces of the target improvement areas. Minimum acceptable standards of coverage performance shall be better than or equal to -95 dBm signal strength and a measured Bit Error Rate (BER) of 2.6 percent or less. System latency shall be suitable to provide reliable, high quality voice communications in the target areas having a delivered audio quality (DAQ) score of 3.4 or better. Any other existing UHF, VHF, 700/800 MHz radio antenna systems may only be integrated or used in
conjunction with a new system with written consent of County Information Technology Department. Any existing UHF/VHF or 700/800 radio systems, now in service, must not be interrupted at any stage of this project except by written permission by the County.

b. The primary areas for expected coverage enhancement at the Hastings campus are:

1) The sub-grade pedestrian tunnel and first floor (ground) level offices/spaces shown on the floor plan made available at the vendor’s pre-proposal meeting.

c. The primary areas for expected coverage enhancement at the NSC campus are:

1) First and second floors of the building and including enclosed stairwells.

d. Federal Communications Commission (FCC) Approved: All equipment must have a current FCC Type Acceptance certification and the certification number submitted with the proposals or quotes.

e. Operating temperatures: 45 to 105 degrees Fahrenheit at the BDA installation location.

f. The BDA shall be housed in a NEMA 4 enclosure and securely mounted at a location agreed to by the County. The enclosure shall include external connections for: donor antenna, distribution antenna network, AC power, DC power, alarms, and configuration.

g. A backup, battery power source shall be furnished and installed which shall automatically maintain continuous operation for a period of 12 continuous hours of BDA operation in the event of failure of the AC power source. Upon restoration of the AC power, the backup battery power source shall begin automatically recharging to a state of full readiness. The backup power source shall be housed in a NEMA 4 enclosure and mounted adjacent to the BDA at a location agreed to by the County.

d. The proposed system shall be optimized to work on FCC designated channels operating in the 800 MHz public safety band for use in Dakota County.

e. Gain: Adjustable equal range in both directions, adjustable in 1 dB increments or less. Noise Figure: 3.5 dB maximum.

f. Third Order Intercept: +55 dBm minimum.

g. Internal Propagation Delay: 5 microseconds, maximum.

h. Output Level Control: An automatic output leveling circuit shall be included for both pass bands with a minimum dynamic range of 60 dB, less any gain reduction setting to maintain FCC out of band and spurious emission compliance.
j. System Isolation: Achieve a minimum margin of 20 dB of isolation in excess of the BDA system’s gain. A BDA system is inclusive of all components, including antennas, cables, filters, amplifiers, etc. This RF signal isolation will be in the band of operation.

k. Electrical Standard: Must comply to NEC code, Engineering Institute Association/Telecommunications Institute Association (EIA/TIA), relevant NFPA requirements and any other code associated with this project, and which pertains to signal, power, cable installations, grounding, racks, cabinets, BDAs, and other devices.

l. Contractor must comply with all national and/or local codes associated with this BDA project.

m. Minimum output power: Contractor shall use the grid measurement method to verify performance to thresholds identified in 1, a above at all locations in the target areas.

n. Antennas: Contractor will supply and install an appropriate number of 50 ohm distribution antennas whose design is suitable for installation in finished office space. The number of antennas necessary will be determined by design of RF coverage by the vendor. The donor antennas shall be a Kathrein/Scala Model RY840-B installed on the roof of the buildings. For Hastings the donor antenna shall be oriented on an azimuth of ~112 degrees and optimized for maximum RSL from the Hastings ARMER site. For the NSC, the donor antenna shall be oriented on an azimuth of ~39 degrees.

o. Contractor will supply and install all necessary cables, connectors and miscellaneous RF components and devices.

3. Verification of Satisfactory Installation

a. Contractor must complete an optimization of BDA/DAS equipment after installation and map the results.

b. On completion of installation, a representative of the County will accompany the vendor on a signal measurement walkthrough, and the Contractor will provide signal level/bit error rate data on the floor plan. The Contractor shall provide as-builts indicating all equipment, made, model and serial number, cabling locations, splitter/coupler locations, and showing nominal signal levels, equipment settings, passwords, and other data documenting full installation parameters at time of acceptance.

c. Contractor shall provide one soft copy and one printed manual with technical operational instructions and as-built specifications. Digital format will be either on a flash drive or CD.

d. Acceptance Test Procedure: In-building RF coverage test will be done upon completion of installation work; the in-building RF coverage will be tested to ensure that downlink performance in each tested area meets the requirements of 2, a above. In addition to measured results, two-way voice communication yielding a DAQ of 3.4 or better shall be demonstrated to the satisfaction of the County. All voice testing shall be
conducted with a portable radio, affixed to a belt at waist height, with antenna attached to the radio and communication conducted via speaker microphone held at head height. All test equipment used to verify signal strength and BER criteria shall be furnished by the Contractor.

4. Contractor’s Employees

a. Proper conduct is expected of Contractor’s personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using prohibited substances while on or prior to entering County premises and treating employees courteously.

b. County has the right to request the removal from County premises of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.

c. Contractor personnel shall be easily identifiable as non-County employees (e.g., work uniforms, badges, etc.)

d. Contractor shall be responsible for any and all damage to County facilities or equipment as a result of an act or omission arising out of Contractor’s performance under any contract awarded pursuant to this RFP.

e. All work shall be performed in a professional manner according to generally accepted industry standards and manufacturers’ instructions.

5. County Security Requirements

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

a. Receive BCA background check instructions on how to obtain a badge from the Dakota County Project Manager.

b. Make sure all forms are completed.

c. Go to the location that works for you to get your fingerprints and picture taken. See 6c below.

d. Wait 3-5 weeks for BCA results from State of Minnesota. Upon completion, Dakota County Project Manager will notify when badge(s) are ready.

6. Obligations of the Contractor

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

b. Background Investigation: Prior to being given keys or an identification badge, each contractor working in County Facilities will be processed through a state of residency and national fingerprint-based background check. Below are outlined the acceptable options for completing this background check.

Provide the below information to the County Project Manager to process the Contractor through the County’s background check process with the
Minnesota Bureau of Criminal Apprehension (BCA). Contractor shall use forms approved by the County for the release of criminal history, documentation for each Contractor to be processed is required. Contact the County Project Manager for approved forms and process details.

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

c. Identification Badge: Each Contractor is required to possess on their person a valid County issued identification badge for that Contractor to work within County Facilities. Identification badge shall be issued upon successful completion of the background check process. Identification badge will include a color photograph of the Contractor and the signed Tennessen. See below for the locations of where to have your photograph taken.

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

d. Eligibility. A Contractor Employee is NOT eligible for a County identification badge if the contractor employee’s background check shows the following criminal history.

1. Any Felony conviction or any Theft conviction.
2. Gross Misdemeanor conviction within the last seven years.
3. Misdemeanor conviction within the last four years involving any of the below:
   i. Alcohol or Drug abuse/possession
   ii. Insufficient funds and check fraud
   iii. Violence
4. Contractor shall immediately notify the County, as soon as Contractor has knowledge, of any disqualifying conviction of an employee of the Contractor who possesses a County issued identification badge. Contractor shall immediately return such employee’s County issued identification badge to the County Project

III. PRICING & WARRANTY – APPLICABLE TO BOTH LOCATIONS

A. PRICING

1. Prices quoted shall be firm for the first twelve months of any contract that may be awarded pursuant to this solicitation.
2. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this solicitation.
3. Unless otherwise stated, the Contractor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
4. All prices are to be F.O.B. at County’s installation site. Any freight/delivery charges are to be included.

5. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.

6. Tax charges: The County is tax exempt.

7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.

8. Price quotes shall include any and all payment incentives available to the County.

9. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

10. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages. No prevailing wage determination applies to this project.

B. WARRANTY

1. The vendor expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from this solicitation will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of three (3) years from the date of acceptance by the County.
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<tr>
<th>Organization:</th>
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<tr>
<td>Contact Name:</td>
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<td>Contact Address:</td>
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<td>City, State, Zip</td>
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<td>Contact Telephone</td>
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<td>Contact email</td>
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<td>Contract Duration:</td>
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<tr>
<td>Provide a brief description of the services you provide for the organization along with the make, model and quantities of the equipment installed.</td>
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</table>
To: Lenny K. Schmitz, Contract
Dakota County Government Center
1590 Highway 55
Hastings, MN 55033

The undersigned, being familiar with local conditions affecting the work and with the contract documents, including Request for Proposals (RFP), and all applicable exhibits and addenda which govern this purchase and awarding of contract, hereby proposes to do all the work and furnish all services which pertain to suitable Bi-Directional Amplifier/Distributed Antenna Systems (Furnished Systems solution for Dakota County as provided in the accompanying specifications dated December 17, 2018 and Addenda (if any) as listed below.

Except for items described as furnished "by Owner", this proposal is for a turn-key solution and includes all equipment, labor, hardware, operating systems, software and interfaces, integration, services, labor, travel, etc. For each category listed below, vendor shall furnish an attached line item spreadsheet, in Excel format, with suitable individual tabs identifying by category, descriptions, quantities and costs of all hardware, software, and services summing to the total entered into the rows of Table 1-2 of this proposal to make the system, in conjunction with the proposed elements, a fully functional turn-key solution.

### Vendor Pricing

<table>
<thead>
<tr>
<th>Price Elements</th>
<th>Price in Dollars</th>
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<tbody>
<tr>
<td><strong>Hastings Site</strong></td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td>Services</td>
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<tr>
<td><strong>Northern Service Center Site</strong></td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td>Services</td>
</tr>
<tr>
<td><strong>Hastings Options</strong></td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td>Services</td>
</tr>
<tr>
<td><strong>Northern Service Center Options?</strong></td>
<td>Equipment</td>
</tr>
<tr>
<td></td>
<td>Services</td>
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</tbody>
</table>

**Table 1-2**

**Table Notes:**

1) The above amounts shall include any and all travel and shipping charges plus all other costs which would affect the amount of the Proposal.
2) The above amounts are detailed in line-item pricing on a document(s) attached to this Proposal Form and the totals match.
3) The undersigned acknowledges receipt of the following addenda to the specifications. (Give number and date of each, respectively.)

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Issue Date</th>
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</table>

Days from Notice to Proceed until the Furnished BDA/DAS systems are ready for installation on Owner’s premises: ________________

(Measure calendar days from date of Contract Execution until equipment until the Furnished Systems are ready for installation and commissioning at the Owner’s site(s).)
By the act of submitting a Proposal for this project, the vendor warrants that:

1. The vendor and subcontractors, if any, have carefully and thoroughly reviewed the Contract Documents and have found them complete, free of ambiguities, and sufficient for the purpose intended; further that,
2. The vendor and all workers, employees, and subcontractors it intends to use are skilled and experienced in the type of work represented by the Contract Documents; further that,
3. The vendor has carefully examined the site(s) of the work and from its own investigations is satisfied as to the nature and location of work, the character, quality, quantities of materials and difficulties to be encountered, the kind and extent of equipment and other facilities needed to perform the work, the general and local conditions, and other items which may, in any way, affect the work or its performance; further that,
4. This proposal is based solely upon the Contract Documents and properly issued written addenda and not upon any verbal or written representation allegedly authorized or unauthorized from the Owner, Owner’s employees or agents, including consultants, in assembling the Proposal amount.

In submitting this Proposal it is understood that all rights set forth in the specification are reserved for Dakota County including the right to reject any and/or all Proposals, to waive all informalities, and to negotiate with any vendor or with multiple vendors as determined to be in the best interest of the County.

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Signature:</th>
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<tbody>
<tr>
<td>Business Address:</td>
<td>Name Printed:</td>
</tr>
<tr>
<td>City:</td>
<td>Title:</td>
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<tr>
<td>State, Zip:</td>
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<td>Federal Tax ID:</td>
<td>Telephone Number:</td>
</tr>
<tr>
<td>e-mail of Signor:</td>
<td>FAX Number:</td>
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</tbody>
</table>

-End of Proposal Form-

County’s Standard Assurances, Insurance, and Trade Secret Information Attached
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:


B. Executive Order 11246, 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.


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.


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. Chapter 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. section 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. HEALTH DATA PRIVACY. The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) when applicable to the Contractor’s duties under this Contract. When applicable, Contractor agrees to comply with the HIPAA and HITECH Privacy requirements, Standards for Electronic Transactions, Security requirements, and any other applicable health data laws, rules, standards and requirements in effect during the term of this Agreement.
4. **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.

5. **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.

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, Minnesota Statutes, Section 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-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.

E. Shall immediately give written notice to the Contracting Officer 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 On Line 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 [http://oig.hhs.gov/fraud/exclusions/listofexcluded.html](http://oig.hhs.gov/fraud/exclusions/listofexcluded.html).
EXHIBIT B

INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers’ Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer’s Liability coverage in an amount no less than $500,000. If Contractor is not required by Statute to carry Workers’ Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers’ Compensation Insurance; (2) to provide prior notice to County of any change in Contractor’s exemption status under Minn. Stat. § 176.041; and (3) to 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 (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which 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). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. 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.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $1,500,000 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).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed $25,000 each occurrence.

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 $1,500,000 per occurrence and aggregate (if applicable). 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.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that
changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. 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") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

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 $1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor’s Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. **Additional Insurance.** Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. **Evidence of Insurance.** Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect 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. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days’ notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. **Insurer: Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

8. **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. **Loss Information.** At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. **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 hereof, 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).
Trade Secret Information Form

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

All responders must select one of the following boxes:

☐ My bid/proposal does not contain “trade secret information”, as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.

☐ My bid/proposal does contain “trade secret information” because it contains data that:

1. (a) is a formula, pattern, compilation, program, device, method, technique or process; AND
   (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; AND
   (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

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

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

Revised: 6/7/2018
Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

Revised: 6/22/2018