REQUEST FOR CONSULTANT PROPOSAL

Dakota County Parks Awareness and Promotion Plan

RFP Date:
Wednesday, May 15, 2019

Proposal Due Date:
Wednesday, June 5, 2019 (4 PM Central Standard Time)

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The Dakota County Parks Awareness and Promotion Plan project is funded with Minnesota’s Clean Water, Land and Legacy Amendment – Parks and Trails Funds.
A. PURPOSE OF REQUEST

The Dakota County Parks Department, Minnesota seeks to contract for the development of a multi-year awareness and promotion plan and branding evaluation which includes the creation of feedback and tracking mechanisms, a performance-based implementation strategy as well as recommendations to improve internal communication structures. We are seeking a firm that will bring creativity and a focus on increasing access and decreasing disparities through disruptive, nontraditional ideas.

The purpose of this effort is to increase awareness, appreciation, visitation and engagement in the Dakota County Parks mission and gather feedback that allows us to grow and improve our services in meaningful, inclusive ways that embrace diversity and contribute to healthy, thriving communities. Lack of awareness was identified as the biggest barrier to parks use in the Visitor Services Plan in 2017. The development of an awareness and promotion plan along with a branding evaluation is intended to overcome this barrier and engage groups traditionally underserved by the parks system.

B. BACKGROUND

Dakota County Parks department’s mission statement is: To enrich lives by providing high quality recreation and education opportunities in harmony with natural resource preservation and stewardship. Dakota County fulfills this mission by managing recreation opportunities and community spaces within its parks and greenways while also protecting their natural resources. Our communications are designed to further this mission while striving to be relevant, inclusive, and interactive; intentionally utilizing varying media and methods to engage people in the Dakota County Parks system.

County Parks are a public asset intended to offer recreation benefits to all residents. The consultant selected for this project will assist the County in learning how to increase awareness, visitation, engagement and connection to the Dakota County Park System. They will also conduct research to identify audiences, create key messages and collect feedback to identify what people need, want and desire from their Parks system.

Racial and cultural diversity are increasing among Dakota County residents. In 2015, almost 16 percent of the County’s residents were members of racial or ethnic groups other than white, and this population grew 92 percent from 2000-2010.¹ The Minnesota Demographic Center forecasts that populations of color in Dakota County will grow by nearly 176 percent between 2000 and 2030. By 2040, the Metropolitan Council estimates that the regional population of color will increase to 40 percent from 24 percent in 2010.

Recent research by the Metropolitan Council has shown that people of color are underrepresented among regional park visitors—the percentages of racial minorities among park visitors are significantly lower than in the general population as a whole. The Metropolitan Council surveyed regional park

¹ U.S. Census Bureau and American Community Survey
visitors in 2008, including a sampling of 800 visitors to Dakota County’s regional parks, and found similar visitation patterns by racial group.\(^2\)

Follow-up focus group sessions held across the Twin Cities Metropolitan Area in 2013-2014 by the Council revealed differences in preferred outdoor recreation among African American, African Immigrant, Asian Immigrant, Asian American, Hispanic/Latino, and diverse focus groups. Prominent barriers to regional park system visitation among all focus groups included: lack of awareness, lack of time, fear and safety concerns (e.g., crime, getting lost), lack of transportation, language barriers, weather, costs, map challenges, no companions, cultural insensitivity/discrimination, and lack of interest. Participant suggestions to enhance visitation in the regional park system as a whole included:

- Increase awareness
- Address safety
- Enhance the capacity of gathering spaces
- Create an ambassador program
- Increase and diversify programming and provide more events

Dakota County residents use the larger regional system extensively: Dakota County resident visits to all regional parks (inside and outside of Dakota County) comprise about 5.1 percent of metro-wide regional park visitation, or 2.4 million visits. More than 70% of the regional park visits by Dakota County residents occur outside of Dakota County, according to data studies prepared by the Metropolitan Council.\(^3\) Most of these visits are to regional parks in St. Paul, Minneapolis, and Scott County. Dakota County residents use regional parks outside of their home county to a much greater extent than residents within the jurisdictions of other regional park systems. Some of this use pattern may be based in geography – residents of northern Dakota County live closer to St. Paul’s regional parks than Dakota County’s regional parks. The extensive use of regional parks outside of Dakota County also suggests that residents are seeking park features and qualities that are less available in the Dakota County system.

**Park System Plan 2008**

- As part of its 2030 Comprehensive Plan update, the 2008 *Dakota County Park System Plan* presents a comprehensive vision and strategic approach to finding new opportunities to realize the potential of the Parks system. This included the identification of the need for a marketing plan to build awareness as high priority (p. 10).
- The plan seeks to provide:
  - **Great Places:** Enhance Dakota County’s parks by ensuring that they include the basic popular amenities that the public expects as well as innovative, thought-provoking, or singular activities that relate to each park as a unique place
  - **Connected Places:** Establish a countywide network of city and regional greenways for recreation, transportation, habitat, and water quality

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2 Regional Park Use Among Select Communities of Color, Metropolitan Council, March 2014
3 Metropolitan Council, Annual Use and Visitation of the Metropolitan Regional Park System 2015
- **Protected Places**: Strategically protect resource areas to preserve natural processes and natural system functioning

Park System Plan:
https://www.co.dakota.mn.us/parks/About/ParkMasterPlans/Documents/ParkSystemPlan.pdf

**Visitor Services Plan 2017**

- The Visitor Services Plan guides the provision of services that increase public awareness of the parks and their benefits and enrich the park experience by engaging, inspiring and supporting park visitors through: Awareness and outreach, events, volunteerism, outdoor education, equipment rentals, and facility rentals across the Dakota County Park System.
- During 2016, as part of the County’s Park Visitor’s Services Plan process, dialogues were held with Hispanic/Latino, Somali, Vietnamese, Indian/South Asian, and African American community members, youth, seniors, and people living with disabilities. One of the key findings was that there is a lack of awareness about the Dakota County Parks system among underserved populations.
- Visitor Services Plan:
  https://www.co.dakota.mn.us/parks/About/VisitorServices/Documents/ParksVisitorServicesPlan.pdf

**Natural Resources Management System Plan 2017**

- The countywide 2017 Natural Resources Management System Plan (NRMSP) establishes broad goals for natural resources management in the County and recommends the preparation of NRMPs for each Dakota County Park.
- NRMSP:

**Communications Context**: Information about Dakota County Parks and recreation services are publicized through the County website, a listserv with 3,118 subscribers, an education program schedule and articles in the County newsletter (sent to 240,000 households in County), news releases, the Dakota County Parks Facebook page (7,435 Likes) and some targeted advertising in magazines (e.g., wedding rental facilities). The consultant will explore new communication methods that will reach the identified audiences.

**C. PROJECT DESCRIPTION**

This project will look at how we can build relevant messaging and promotional strategies for Dakota County Parks System. It will aim to raise awareness of the Dakota County Parks system and its offerings among target audiences as well as gather feedback that allows us to grow and improve our services in meaningful, inclusive ways. Offerings include, but are not limited to, parks, regional trails, events, outdoor education, volunteer programs, equipment and facility rental and natural resource restoration.
AUDIENCES TO CONSIDER

The Dakota County Parks is a public benefit that serves the entire population and, as such, would like the consultant’s expertise to help us refine and segment our audiences (both within Dakota County and regionally), identify target segments and create messaging for each segment. The Dakota county Parks has identified some audiences to consider, but welcomes the consultant’s input and recommendations.

The public:

- Dakota County residents
- Regional residents
- Groups traditionally underserved by the Parks system including, but not limited to, Black/African American, indigenous and people of color (BIPOC), Latinx/Latino/Hispanic, people with disabilities, older adults and youth. The consultant should recognize the diversity within each group and create relevant, tailored approaches.
- Current parks users
- Potential Parks users (new users)
  - People who are unaware of the Dakota County Parks system
  - People who are aware that parks exist, but unaware of all the services they offer
  - People who understand and are supportive of the benefits of parks to the community, but do not access the parks system. We would like to better understand this segment with the hope of building emotional and/or intellectual bonds and increasing their engagement in the parks system.

Potential partners:

- Non-profit organizations, faith organizations, community groups, cultural organizations
- Schools, districts, universities, child care providers
- Health care providers
- Businesses

Internal Dakota County stakeholders:

- Dakota County Parks department staff
- Partner department staff, including the Communications Department
- The Dakota County Board of Commissioners

GOALS

1. Raise awareness of the Dakota County Parks system and its offerings among target audiences. Offerings include, but are not limited to, parks, regional trails, events, outdoor education, volunteer programs, equipment and facility rental and natural resource restoration.

2. Increase visitation and use of the Dakota County Parks system’s offerings and services among target audiences.

3. Increase brand recognition and promote a positive, welcoming Parks identity that resonates with our target audiences as well as the broader community.
4. Create relevant communications tailored to different target audiences. This could include digital, social media, multimedia, print, video, storytelling, multilingual materials and communications designed to be distributed at outreach events and through partners such as schools.

5. Design mechanisms for collecting feedback and input that allow for the creation of services, offerings and spaces that better meet community needs.

6. Improve internal communication strategies to organize, streamline and enhance communications efforts within the Parks department and with partner departments.

**SCOPE:**

The following areas have been identified as important by the department, however, the Dakota County Parks is also interested in the consultant’s assessment and suggestions on what other areas of focus should be investigated in this awareness, promotion and branding strategy effort. We are looking for a performance-based implementation strategy and welcome the consultant’s input and ideas.

The scope has been organized into three phases and the consultant should organize their hours and fees by phase.

**Phase 1: Inventory and Discovery**

1. **Community engagement:** The consultant will design and support the implementation of a robust, creative, highly inclusive, comprehensive, asset-based community engagement process to gather information and feedback, which will inform the awareness and promotion plan and brand assessment. This could include stakeholder meetings, focus groups, interviews, surveys, and other non-traditional, effective engagement strategies. This process must intentionally engage underserved audiences including, but not limited to, people with disabilities, BIPOC, Latinx/Latino/Hispanic, older adults and youth. The process should recognize the diversity within each group and create effective, relevant, tailored approaches for engagement.

   Community engagement should include:
   
   i. Specific strategies to engage people of diverse races, ethnicities, classes, ages, abilities, and national origins.
   
   ii. A mix of in-person and online techniques to engage a sample that represents the demographic make-up of the identified market areas.
   
   iii. Preparation of feedback forms, on-line questionnaires, presentations, presentations, mailings, etc., for use during public involvement.
   
   iv. Content and agendas for all meetings with support from County Staff.
   
   v. Preparation of all meeting notices and meeting summaries in collaboration with County staff.
   
   vi. Measure participation and impact using quantitative and qualitative data

2. **Market analysis for segmentation:** Conduct a market analysis focusing on Dakota County as the primary market and the Twin Cities Metropolitan area as the secondary market. Segment potential audiences and provide descriptions and characterizations in terms of demographics, psychographics, and behaviors. Identify priority segments of focus and develop key message(s)
for each segment. Build messaging strategies that resonate with target segments, connecting with their values and encouraging them to engage with the parks.

3. **Identification of potential partners:** Conduct an analysis of who is currently serving our priority audiences and identify potential internal and external partners.

4. **Similar provider analysis:** Identify and analyze the communications and offerings of agencies providing similar services within the primary market (Dakota County) and the secondary market (the Twin Cities Metro area). This analysis should not be limited to parks and should include both external entities and ones internal to the Dakota County government. Dakota County Parks will provide a list of similar park and recreation providers and Dakota County services.

5. **Competitor analysis:** Identify best promotion and marketing practices and strategies used by entities including companies and non-profits, regardless of location and industry. Identify industry trends applicable to the Dakota County Parks promotional strategy.

6. **Communications inventory:** Perform a communications inventory and analysis of our existing communications and promotional efforts. Look for opportunities to make better use of current communications and identify new ways the Dakota County Parks can expand its communications to reach our goals.

7. **Brand testing and assessment:** Evaluate and assess the existing Dakota County Parks brand to increase relevance and inclusivity, focusing on target segments.

8. **Findings:** Present a synthesis of findings from the inventory and discovery phase.

**Phase 2: Strategy Development**

1. **Determine promotional goals, outcomes and indicators:** Work with the Dakota County Parks staff to identify promotional goals, objectives, outcomes and performance indicators.

2. **Provide recommendations** based on the findings made in Phase 1.

3. **Wayfinding and welcoming strategies:** Identify strategies for wayfinding and welcoming visitors into the parks (traditionally this has been in the form of signage and kiosks).

4. **Implementation strategy:** Identify options and define the nature of the multi-year performance-based implementation strategy including resources needed from a staffing and financial perspective in order for the Dakota County Parks department to meet its promotional goals.

**Phase 3: Implementation**

1. **Presentation to the Dakota County Board of Commissioners:** Prepare and present at up to two County Board of Commissioners meetings.

2. **Monitoring plan and Feedback loops:** Develop tracking tools, processes, training, technology and a monitoring plan to document and analyze the impact of our communications strategies and platforms. Design mechanisms for collecting feedback and input from stakeholders that help us provide the services that people need, want and desire.

3. **Communications material creation:** This could include digital, social media, multimedia, print, video, storytelling, multilingual materials and communications designed to be distributed at outreach events and through partners such as schools and libraries. This should also include
strategies for engaging in large scale exposure opportunities (for example, parades and events) and leveraging awards for our awareness and promotion efforts.

D. DELIVERABLES

Phase 1: Inventory and Assessment
1. Summary of findings
2. Inventory and assessment report

Phase 2: Strategy Development
1. Draft Awareness and Promotion Plan, to include findings and recommendations from:
   a. Community engagement
   b. Market analysis for segmentation
   c. Identification of potential partners
   d. Similar provider analysis
   e. Competitor analysis
   f. Communications inventory
   g. Brand testing and assessment
2. Implementation and tracking plan including performance measures
3. Final plan including a detailed cost estimate for the performance-based implementation strategy.
4. Branding evaluation with detailed cost estimates for each recommendation.

Phase 3: Implementation
1. Assistance with material development and presentation for two board meetings.
2. Communications materials and strategy implementation
3. Measuring success through performance-based tracking, monitoring and evaluation of progress against established promotional goals and objectives.

E. PROJECT MANAGEMENT

The project managers are Scott Wente, Communications Specialist and Anna Ferris, Parks Outreach Coordinator. All direction to the consultant will be delivered through the project managers.

As part of the project, Dakota County will provide the following materials or services:

- All applicable documents outlined in Section B of this RFP, including master plans, the Visitor Services Plan, current communications materials and other data as needed.
- Assistance in organizing meetings and providing meeting rooms and associated audio-visual needs.
F. PROJECT BUDGET
The total budgeted amount for the project is not to exceed $100,000, including all expenses. Applicants must provide an itemized budget that includes staff time, resources, and other anticipated expenses broken down by phase.

G. PROJECT SCHEDULE

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<td>3.</td>
<td>Responses to questions issued</td>
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<td>Review of proposals</td>
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<td>Project Start</td>
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<td>Plan Development</td>
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<td>16.</td>
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Proposal Format: Proposals should be submitted in a .pdf as an email smaller than 10 MB or in an emailed link to an FTP site for download. Proposals should be ready to print on 8-1/2" x 11" paper. Sequentially number all pages in the proposal throughout. Text and examples should be succinct and relevant to the RFP requirements. Proposals should not exceed 50 pages.

The Letter of Submittal shall include:
1. Name, address, phone number, fax number of the firm(s);
2. Acknowledgment of receipt of RFP addenda, if any;
3. Name, title, address, telephone and fax numbers, and email address (if any) of contact person during period of proposal evaluation;
4. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
5. Signature of a person authorized to bind the offering firm to the terms of the proposal.

The following information should be provided within the proposal:

1. **General Firm Information**: List office location, history of firm, size of firm(s), etc.

2. **Describe the project understanding and approach used by your firm**: Give a brief description of the issues you believe significant to this project; any unique options to be pursued for this project; how you intend to use existing information to help limit project costs, and an outline of your project approach.

3. **Key Personnel**
   - **Project Manager**: Provide a description of the Project Manager and their qualifications for this project and a list of previous projects worked on with the firm that are relevant to this project. If it is possible that more than one project manager will be assigned to various specialty areas, please provide multiple descriptions.
   - **Key Support Personnel**: Provide a brief listing of key personnel that will be assigned to this project. Identify their area of expertise and how they have worked with the Project Manager on previous projects.

4. **Qualifications and Experience**: Give a brief description of your firm’s experience conducting promotion and marketing plans, branding assessments, gathering feedback, working with underrepresented groups and other relevant projects and/or experience.

5. **Sub-consultants**: Describe the name and location of other sub-consultants that would be used by the firm in the project. Identify the sub consultant’s area of expertise, role in the project, and the approximate percentage of the work that would be performed by each of these firms.

6. **Fee Estimate**: Provide an estimate of the total project costs per the defined scope in this RFP. The fee estimate shall be broken into major work tasks with an hourly estimate of time required by each project person or sub-consultant. Any allowances for project costs, such as mileage, printing or indirect office costs, should be identified. The actual fee will be based on hourly and reimbursable costs with a not-to-exceed maximum contract amount.

7. **Current Hourly Rates**: Provide current hourly rates for all project personnel.

8. **Project Schedule**: Provide a project schedule with major project work tasks and meetings.

9. **References**: Provide three references for similar projects.

10. **Statement of Compliance**: The consultant will need to include a Statement of Compliance to the terms identified for Standard Assurances (Attachment A), and Insurance Terms (Attachment B)

11. **Conflict of Interest**: The Consultant must identify any potential conflict of interest it may have providing the services contemplated by this RFP (Attachment D).
12. **Other information** you believe may be valuable in reviewing the qualifications of your firm.

**H. GENERAL INFORMATION**

1. **Examination of RFP.** By submitting a proposal, the consultant represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the goals of the County.

2. **Addenda/Clarifications.** Any changes to this RFP will be made by the County through a written addendum. No verbal modification will be binding.

3. **Pre-Contractual Expenses.** Pre-contractual expenses are defined as expenses incurred by the consultant in: 1) preparing its proposal in response to this RFP, 2) submitting that proposal to the County, 3) negotiating with the County on any matter related to this RFP, or 4) any other expenses incurred by the consultant prior to the date of execution of the proposed agreement.

4. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in the preparation of their proposals. Consultants shall not include any such expenses as part of their proposals.

5. **Exceptions and Deviations.** Any exceptions to the requirements in this RFP must be included in the proposal submitted by the consultant. Segregate such exceptions as a separate element of the proposal under the heading “Exceptions and Deviations.”

6. **Contract Award.** Issuance of this RFP and receipt of proposals do not commit the County to the awarding of a contract. The County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with someone other than the selected consultant should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

7. **CONTRACT.** The term of the contract to be awarded under this RFP will be from the date executed by all parties until services are complete. The County will prepare a contract with the selected Consultant. The County will use its standard contract terms and conditions, which are available upon request. The selected Consultant must be willing to sign a contract that will incorporate the RFP plus attachments, the response to proposal and any other terms negotiated by the parties.

8. **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.

9. **County Rights.** The county may investigate the qualifications of any consultant under consideration, require confirmation of information furnished by the consultant, and require additional evidence of qualifications to perform the work described in this RFP. The county reserves the right to:
   a. Reject any or all proposals if such action is in the public interest;
   b. Cancel the entire Request for Proposals;
c. Issue a subsequent Request for Proposals;
d. Remedy technical errors in the Request for Proposals process;
e. Appoint evaluation committees to review proposals;
f. Establish a short list of consultants eligible for interview after proposal evaluation;
g. Negotiate with any, all, or none of the RFP consultants; and
h. Reject and replace one or more subcontractors.

10. **Independent Contractor Status.** The consultant will be an independent consultant and nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between the County and the consultant. The consultant is not entitled to receive any of the benefits received by county employees and is not eligible for workers’ or unemployment compensation benefits. The consultant understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the consultant and that it is the consultant’s sole obligation to comply with the applicable provisions of all federal and state tax laws.

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

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

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

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

I. EVALUATION CRITERIA

Each proposal will be assessed as to how well it responds to this RFP. Dakota County will identify proposals that most closely meet the project needs. Upon review of the proposals, top candidate firm(s) may be asked to make a presentation and be interviewed by the selection committee.

Factors to be considered will include but not be limited to the following:

1. Qualifications and experience of the firm (s) relating to previous similar projects.
2. Experience working with diverse groups.
3. Project team – qualifications and experience of the Project Manager and key staff and sub-consultants proposed to work on the project, experience on previous similar projects, and availability of the key staff members.
4. Grasp of project requirements - the firm’s analysis, interview preparation, and level of interest.
5. Project approach/methodology – Strategy to accomplish RFP requirements, creativity and problem-solving ability.
6. Ability to meet schedule.
7. Responsiveness – compatibility between consultant and the key planning participants, general attitude, ability to communicate with each of the agencies.
8. Fee estimate – understanding total project cost toward the project deliverables.
J. SUBMISSION DEADLINE AND QUESTIONS

One (1) electronic copy (pdf format) smaller than 10 MB shall be submitted by 4:00 p.m., Central Time, on Wednesday, June 5, 2019, for consideration to:

Anna Ferris
Outreach Coordinator
952-891-7920
Anna.Ferris@co.dakota.mn.us

Dakota County Parks,
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

Questions regarding this RFP and the project must be received before 12:00 PM Central Standard Time, Friday, May 24, 2019 and directed to Anna Ferris.

Responses to the questions will be distributed to RFP recipients on Wednesday, May 29, 2019.
ATTACHMENT A

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 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 or contract; 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 [https://exclusions.oig.hhs.gov/default.aspx](https://exclusions.oig.hhs.gov/default.aspx)
ATTACHMENT B

INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers’ Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than $500,000. If Contractor is not required by Statute to carry Workers’ Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers’ Compensation Insurance; (2) to provide prior notice to County of any change in Contractor’s exemption status under Minn. Stat. § 176.041; and (3) to 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).
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). 

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Revised: 10/07
ATTACHMENT C – SAMPLE CONTRACT

Dakota County Contract #C00[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 withholding 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.

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 of 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:

A. Contractor shall be responsible for the performance of its subcontractors.

B. All subcontractors shall comply with the provisions of this Contract.

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

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

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

10. **FORCE MAJEURE**

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

11. **DEFAULT**

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

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

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

12. **TERMINATION**

12.1. **Termination Without Cause.**Either party may terminate this Contract without cause by providing 30 calendar days’ Notice of Termination to the other party.

12.2. **Termination for Cause or Material Breach.** Either party may terminate this Contract for cause by providing 7 calendar days’ Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;

B. Failure to perform Services or provide payment within the time specified in this Contract;

C. Failure to perform any other material provision of this Contract;

D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;

E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
12.3. **Termination by County – Lack of Funding.** The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

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

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

   A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
   
   B. Complete performance of any work that is not discontinued by the Notice of Termination.
   
   C. Cooperate with County with any transition of Services.
   
   D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
   
   E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
   
   F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
   
   G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. **Effect of Termination for Cause or without Cause.**

   A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 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:

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<tr>
<th>To Contractor:</th>
<th>To the County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name]</td>
<td>[Name]</td>
</tr>
<tr>
<td>[Title]</td>
<td>[Title]</td>
</tr>
<tr>
<td>[Street]</td>
<td>[Department]</td>
</tr>
<tr>
<td>[City, State Zip]</td>
<td>[Street]</td>
</tr>
<tr>
<td>Telephone: [Telephone Number]</td>
<td>Telephone: [Telephone Number]</td>
</tr>
<tr>
<td>[Email Address]</td>
<td>[Email Address]</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Contractor Liaison: [Name]</th>
<th>County Liaison: [Name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone: [Telephone Number]</td>
<td>Telephone: [Telephone Number]</td>
</tr>
<tr>
<td>Email Address: [Email Address]</td>
<td>Email Address: [Email Address]</td>
</tr>
</tbody>
</table>

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

16. **OWNERSHIP OF WORK PRODUCT**

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. MERGER

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

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

   Exhibit 1 – County’s Request for Proposal (including Attachments)
   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. 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.

22. 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 http://www.revenue.state.mn.us/Forms_and_Instructions/ic134.pdf.
IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

COUNTY OF DAKOTA

By: ______________________________
[Name, Title]
[Department]
[Street]
[City, State Zip]

Date of Signature: ____________________

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)

______________________________
(Print Name and Title)

______________________________
(Print Address, City, State Zip Code)

Date of Signature: ____________________

CAO Approved PS 8/31/18 MMH
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: ________________

Contact Person: ___________________________ Title: __________________________

Phone Number: ______________ Fax Number: ______________ email: ______________

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty 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                      Date

You are advised that according to Dakota County Board Resolution 12-508, 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.

V.6 Revised: 2/2016 JET/LSO
ATTACHMENT E

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: 6/28/2018

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