



REQUEST FOR BID
For
Electrical Building Maintenance, Repair, and Installation
Services
For
North and East Regions
Dakota County Buildings
And
South and West Regions
Dakota County Buildings
And
Dakota County Parks and Trails
Buildings, Grounds, And Trails

Release Date: September 11th, 2026
Bids are due
October 2nd, 2026 at 11:00 AM

AT
Dakota County Facilities Management
Administration Center, Room 2500
1590 Highway 55, Hastings, MN 55033

Pre-Bid Meeting: September 16th 2026 at 9:00 A.M.
At
Dakota County Administration Center
Conference Room 2B
1590 Highway 55, Hastings, MN 55033

For additional information please contact:
Dakota County Facilities Management
Chris Kennedy
chris.kennedy@co.dakota.mn.us
651-438-4914

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ADVERTISEMENT FOR BIDS
DAKOTA COUNTY
Electrical Building Maintenance, Repair, and Installation Services
Dakota County, Minnesota

Dakota County will receive three (3) single prime sealed bids for Electrical Building Maintenance, Repair, and Installation Services at 11:00 a.m. local time on Friday October 2nd, 2026 at the office of Facilities Management, (Suite 2500) 1590 Highway 55 Hastings, MN 55033. at which time bids will be publicly opened and read aloud.

One single prime sealed bid will be received for electrical maintenance services in the East and North Regions of Dakota County facilities. The second single prime sealed bid will be received for electrical maintenance services in the West and South Regions of Dakota County facilities. The third single prime sealed bid will be received for electrical maintenance services in the Dakota County Parks and Trails of Dakota County.

The term for these electrical maintenance services contracts is for three (3) years beginning December 1st, 2026 and ending November 30th, 2029.

A Pre-bid meeting will be held at 9:00 a.m. on Wednesday September 16th, 2026 in Conference Room 2B at the Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, 55033. Representatives of the Owner will be present.

Bidding documents including the bid form and specifications can be obtained from the Dakota County Website after September 11th, 2026.

<https://dakotacountymn.gov/businesses/bid-proposals-information>

Bids must be submitted only on the bid form supplied in the Bid Document. No oral, telegraphic or telephonic bids or modifications will be considered. All sections of the Bid Form must be completed, or the bid will be rejected.

Bids may not be withdrawn within ninety (90) days after the opening bids. It is anticipated that the Dakota County Board of Commissioners will consider award of the projects at 9:00 a.m. on October 27th, 2026 at its regular meeting at the Administration Center, 1590 Hwy 55, Hastings, MN and reserves the right to accept any bid or to reject any of the bids, or parts of such bids, and waves informalities or irregularities in bidding.

Owner's representative is Chris Kennedy – (651) 438-4914.

INVITATION FOR BIDS

1. Sealed bids for Electrical Building Maintenance, Repair, and Installation Services will be received at 11:00 a.m. local time on Friday October 2nd, 2026, at the office of Facilities Management, (Suite 2500) 1590 Highway 55 Hastings, MN 55033, at which time bids will be publicly opened and read aloud.
2. Bids will be based upon this invitation, the attached contract documents, general conditions, supplemental or special conditions, project scope, specifications, drawings and requirements. Single bids will be received for the total work.
3. Bids will only be accepted “only” on the bid forms included in the bid document unless otherwise noted. Fill in all items on the bid form submitted, sign and date same.
4. Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five percent (5%) of the base bid, as bid security.
5. The successful bidder is required to furnish a Labor and Material Payment Bond in an amount equal to the total bid.
6. The Owner reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.
7. Work shall be awarded to the lowest responsible bidder meeting specified requirements.
8. Bids may not be withdrawn for a period of ninety (90) days after the opening.
9. All questions regarding this project will be directed to the attention of Chris Kennedy, Building Maintenance Procurement and Contracts Supervisor at 651-438-4914 or emailed to chris.kennedy@co.dakota.mn.us Where indicated in the attached documents, submittals will be made directly to the Project Manager.
10. It is anticipated that the Dakota County Board of Commissioners will consider award of the project at 9:00 a.m. on October 27th at its regular meeting at the Administration Center, 1590 Hwy 55, Hastings, MN. and reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

DAKOTA COUNTY
FACILITIES MANAGEMENT
INSTRUCTIONS TO BIDDERS

1. By making a bid, the bidder represents that they have read and understand the contract documents and the bid is for a complete project.
2. Bidder further represents that they have inspected the site of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to the work.
3. Nature of the work required demands thorough review of all contract documents and diligent and careful site inspection by all prospective bidders as a means of determining the extent of work and conditions under which work is to be performed.
4. Additional charges will not be considered for work that prior to bidding could reasonably be inferred as appropriate by examination of specifications, visiting the site, and closely reviewing the work as indicated above.
5. **Bid Form:**
 - a. Complete and submit one copy for each region. (Contractor may submit bids for 1, 2 or all regions)
 - b. Fill in **all** spaces in ink or typed.
 - c. Initial any alteration, correction or deletion as approved by the bidder, or in case of a corporate bid, by a duly authorized officer prior to submission of bid. Bid will be rejected if changes are not correctly initialed.
 - d. Bids will be received for the specified material and equipment only.
 - e. Include **all** labor, material, equipment, incidental costs and sales or use taxes for incorporation of unit prices into the base bid according to the specifications.
 - f. State all prices in writing and in figures on the Bid Form.
 - g. In case of a difference in written words and figures, the amount stated in writing governs.
 - h. Do not stipulate any conditions not contained in the Contract Documents unless the specifications indicate that alternative materials, equipment, or methods will be considered.
 - i. County may waive any informality or reject any and all bids.
 - j. Date bid.
 - k. Any unopened bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.
 - l. Indicate addendum received on the Bid form. If none - write "**none.**"
 - m. Submit the Bid on the forms furnished in the bid package to the office of the Dakota County Facilities Management on or prior to the stated bid time and date.
 - n. Bid documents shall be submitted in a sealed envelope **clearly labeled - "SEALED BID ENCLOSED"** – Electrical Maintenance, Repair, and Installation."
 - o. **Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five (5%) percent of the base bid pledging that the bidder will enter into a contract with the Owner on the terms stated in his bid and will furnish bonds as hereunder described covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Attorney-in-Fact who executes a surety bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
6. **Payment Bonds:** If awarded a Contract and required by law, the bidder shall furnish a Labor and Material Payment Bond, written for the full amount of the contract sum covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Bonding requirements are noted on the Bid Form.

The sureties shall be authorized to conduct surety business in the State of Minnesota with an underwriting limitation equal to or greater than the penal sum of the bonds to be furnished.

Submit original bonds to the Contract Manager.

7. **Availability of Site:**

a. The sites will vary depending on the schedule of work to be performed. Immediately after the award of the contract the Security Services Administrator will issue access cards, keys and facility contact information to the successful bidder upon completion of appropriate background checks. The Contractor shall not commence work nor allow any subcontractor to commence work until the requirements of the Conditions of the Contract have been met.

b. The successful contractor must have an electrician available 7 days per week.

8. **Consideration of Bids / Bidder Qualifications:** The Bid will be awarded to the lowest **responsible** bidder who meets specifications. Determination of the lowest responsible bidder will be based upon the total cost and any other criteria required, outlined below, by the County to verify bidder qualifications to complete the work.

- a. Adherence by the bidder to all conditions and requirements of the bid specifications.
- b. References (required as part of the bid form)
- c. Dakota County's evaluation of the bidder's ability to perform based upon the requirements called for in this Bid Document.
- d. Financial responsibility of the bidder.
- e. Experience of the bidder with this type and size (sq ft) of electrical maintenance, installation, and repair services.
- f. The total hourly rate bid price and markup of supplies and equipment.
- g. The needs and requirements of Dakota County.

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder will be required to furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if evidence submitted by or investigations fail to satisfy the condition that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9. **State Excise, Use or Sales Tax:** In submitting a bid, the bidder includes in the amounts all state excise, use or sales tax of building materials, supplies, and equipment to contractors, subcontractors, or builders for the erection of buildings or the alteration, repair or improvement of real property and as required by the State of Minnesota.

10. **Laws and Regulations:** Bidders including all equipment and material vendors and subcontractors attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of the authorities having jurisdiction over construction and completion of this project apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written in full. Any inspections required by any Federal, State or Local agencies will be arranged and paid by the bidder. Bidder will strictly comply with and follow all applicable Federal, State and Local statutes, laws, rules, regulations and ordinances including OSHA regulations, Equal Employment and non-discrimination requirements.

11. **Permits, Licenses and Fees:** All permits and licenses required by local and all other agencies will be obtained and paid for by the Contractor.

12. **Security:** Contractor and contractors' employees are responsible for maintaining security in their work areas. Identification/access cards and keys will be provided after a state of residency and national fingerprint-based record check. Identification must be worn and visible at all times when working in county facilities. Do not provide access to any facility or area to anyone other than known county employees or their representatives.

13. **Background Check:** The Dakota County Facilities Management Office will complete background checks on all contractors and their employees who will be working in county facilities. Failure of an employee or contractor to pass a background check may be grounds for dismissing their bid. Fingerprints will be required.

14. **Estimated Hours and Materials:** Dakota County Facilities Management Department estimates for the North and East Region that there will be approximately 1700 hours per year of Electrical Maintenance, Repair, and Installation Services broken out as such. 1500 hours regular/week day rate, 100 hours overtime/evening rate, 100 hours weekend or holiday. This statement of hours is estimated based on prior years' experience. Site-specific electrical equipment, excluding routine electrical trade materials, will be purchased by Dakota County. Light bulbs and ballasts will be provided by Dakota County unless directed otherwise by work order request. Routine electrical trade materials will be provided by the contractor. Materials provided by the contractor will be reimbursed by Dakota County at a predetermined markup percentage included in this bid form. Dakota County estimates purchases for this region to be approximately \$30,000 annually before markup.

Dakota County Facilities Management Department estimates for the South and West Region that there will be approximately 800 hours per year of Electrical Maintenance, Repair, and Installation Services broken out as such. 600 hours regular/week day rate, 100 hours overtime/evening rate, 100 hours weekend or holiday. This statement of hours is estimated based on prior years' experience. Site-specific electrical equipment, excluding routine electrical trade materials, will be purchased by Dakota County. Light bulbs and ballasts will be provided by Dakota County unless directed otherwise by work order request. Routine electrical trade materials will be provided by the contractor. Materials provided by the contractor will be reimbursed by Dakota County at a predetermined markup percentage included in this bid form. Dakota County estimates purchases for this region to be approximately \$20,000 annually before markup.

Dakota County Facilities Management Department estimates for the Dakota County Parks and Trails that there will be approximately 300 hours per year of Electrical Maintenance, Repair, and Installation Services broken out as such. 200 hours regular/week day rate, 50 hours overtime/evening rate, 50 hours weekend or holiday. This statement of hours is estimated based on prior years' experience. Site-specific electrical equipment, excluding routine electrical trade materials, will be purchased by Dakota County. Light bulbs and ballasts will be provided by Dakota County unless directed otherwise by work order request. Routine electrical trade materials will be provided by the contractor. Materials provided by the contractor will be reimbursed by Dakota County at a predetermined markup percentage included in this bid form. Dakota County estimates purchases for this region to be approximately \$25,000 annually before markup.

No guarantees are made for minimum or maximum work or purchase of materials during the term of the contracts.

15. **HOLIDAYS:** For the purpose of determining the Electrical Rates the following Holiday Schedule will be used:

Dates

January 1
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
The day after Thanksgiving
Christmas Eve Day
December 25

Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving
Christmas
Christmas Day

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.

Dakota County requires all contractors who will be working in areas with Criminal Justice Information (CJI) to be part of the Minnesota BCA Vendor Screening Program. The Dakota County Project Manager will know whether CJI data is present in the area. Depending on the work, some companies may need to be part of the program while other companies working on the same project do not. Contractors will be provided further instruction by the project manager.

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.

If a company is already part of the Minnesota BCA Vendor Screening Program, please provide the CJI training completion certificate for everyone needing an access badge along with their photo and consent forms. For contractors who will be working in CJI areas, please sign up for the Minnesota Vendor Screening Program by emailing BCACJISSATscreening@state.mn.us. The sign-up process along with the background checks will take 4-10 weeks

For contractors needing an access badge who will not be working in CJI areas, 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). The 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. If the contractor is not working in a CJI area but is already part of the MN BCA Vendor Screening program, they may follow the same steps as though they are working in a CJI area to receive a badge.

- a. A release of information to the County of criminal history for each contractor employee.
 - b. 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.
 - c. 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 Tennessee. Contractors may submit their own photos of their employees if it meets the following requirements:
- Clear Photo starting from the collarbone to above the head with a professional appearance.
 - Solid Background
 - The full face should be visible without obstructions or shadows in the photo.

For contractors unable to provide pictures, photos can be taken by County staff at the following location:

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.
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. Individuals with a Felony conviction will not be able to receive an access badge however, individuals with a Gross Misdemeanor or Misdemeanor may ask the Dakota County Project Manager to speak to the Dakota County CSO to grant approval of an access badge.
5. The contractor shall immediately notify the County, as soon as the contractor has knowledge, of any disqualifying conviction of an employee of the contractor who possesses a County issued identification badge. The contractor shall immediately return such employee's County issued identification badge to the County Project Manager and shall deny such employee any further access to County Facilities.

Security Requirements R03-19-2024

SCOPE OF ELECTRICAL SERVICES

Dakota County Facilities Management Department

1590 Highway 55

Hastings, MN 55033

651-438-4388

PURPOSE OF REQUEST

Dakota County's needs for electrical services are increasing with the increase in number of County facilities. In order to better ensure the County's ability to maintain and repair its facilities, it has divided the county facilities into three regions, described earlier in this RFB, and County desires to establish a service contract with a qualified, licensed electrical Contractor for each region. The primary Contractor for each region will provide electrical repair and maintenance and installation services for the County in a reliable and timely manner for the entire spectrum of services customarily provided to governmental entities by electrical Contractors. The services provided should include but need not necessarily be limited to the following: Planning, layout, installation, inspection, troubleshooting and repair electrical equipment and systems at various County facilities and installations associated with County Departments requiring electrical work.

The Contractor for each region will not have a standing work schedule for electrical services for the County, but rather will be on call to respond to County's electrical repair and maintenance needs. Dakota County Facilities Management staff will contact the contractor through email, phone, or text messaging. The three successful bidders will be required to become familiar with the County's electrical repair and maintenance needs and appropriate County personnel for their respective region as well as for the Law Enforcement Center in Hastings and the Dakota Communications Center in Rosemount.

The County will call upon the successful bidder to provide such electrical services for their primary region before County looks to other sources for such electrical services. The successful bidder for each region shall provide such electrical services for their primary region as requested by County from time to time.

County will advise Contractor for requested work and what a timely response is to complete the work. If Contractor is unable to provide such electrical services in a timely manner for requested work, based on previous commitments for its electrical providers that make them unavailable, County may obtain such electrical services from other sources.

The Post-Award Orientation meeting is to include the electricians who will be working in county facilities. The appropriate release of information/background check forms will be completed and signed by the electricians. The Post-Award Orientation Meetings will not exceed 4 hours and will not be billable.

Use of electricians other than those attending the Post-Award Orientation will require additional orientation meetings. Dakota County will provide four more orientation meetings during the contract term. Dakota County will charge the contractor \$160/hr for additional orientation meetings with a three hour minimum.

Dakota County will provide up to 12 (total) identifications/access badges and security checks, 4 per each of the three Regions during the term of the contract. Additional identification badges and security checks will cost the contractor \$300 each.

CODES AND REQUIREMENTS

All work shall be performed in a professional manner in accordance with the National Electric Code and State Code. While working on behalf of the County, all related safety codes including OSHA, National Electric Safety Code, shall be complied with. The firm awarded this contract must have demonstrated expertise in small D.C. voltage through 480 Volt 3 phase AC power and have electricians available for 24-hour emergency calls.

WORK REQUESTS

Contractors will receive, provide Bids, communicate and invoice on work orders electronically through internet e-mail. A high speed internet connection may be required.

Contractor will be notified when services are required by means of email, phone, or text messages and will coordinate work with a County Authorized Representative. The Contractor shall commence the work on the date agreed to after receipt of the approved Work Request and will complete the work as specified in the Work request.

All Work Requests are subject to the agreement executed between the parties, which include the terms of this Bid document. In the event of a conflict between a Work Request and the agreement, the agreement shall have precedence.

The County may request an estimate before a Work Request is to be performed, especially for larger projects. Each estimate shall cover the work to be accomplished, time to complete, and if available shall include the materials required applicable specifications and drawings.

Excluded from the scope of work in this RFB are clearly identifiable projects where the estimated cost of services is \$5,000.00 or more.

INVOICES

All invoices must include a minimum of the following:

- A. Facility worked at.
- B. Full description of work performed.
- C. Name of Electrician that performed the work.
- D. Date and time that work was initiated and completed.
- E. Total hours and labor rate including start and finish times.
- F. Itemized list of materials used to complete the work.

PAYMENT OF SERVICES

The contractor shall submit an invoice reflecting all services performed or provided based on the prices submitted on the quote form. Send invoices to:

facilitiesinvoices@co.dakota.mn.us or

Dakota County Facilities Management

1590 Highway 55

Hastings, MN 55033

MATERIALS AND EQUIPMENT

Site-specific electrical equipment, excluding routine electrical trade materials, will be purchased by Dakota County. Light bulbs and ballasts will be provided by Dakota County unless directed otherwise by work order request.

Routine electrical trade materials are considered to be, but not limited to; wiring, conduit, wire nuts, tape, hangers, duplex boxes, light switches, and the like.

In the event the contractor is asked to provide new electrical equipment or components, also provide applicable data sheets, operational and maintenance manuals and warranty information.

VEHICLES EQUIPPED

The Contractor is responsible to provide a fully equipped vehicle to respond to all Dakota Buildings and commence assignments on Work Requests, Call Outs, and Emergency Services. The vehicle shall be equipped with all necessary tools commonly used in the Electrical trade including but not limited to: test equipment, electrical supplies, and safety devices to perform assignments as requested by Facilities Management.

EMERGENCY and CALL OUT SERVICES

County emergency electrical services are defined as electrical work that if not completed may cause:

- Physical harm to someone.
- Stoppage of county employee or tenant from performing their job tasks.
- Stoppage or reduction of county services.
- Damage to county property

The Contractor shall be available 24 hours per day, 365 days per year to respond within two (2) hours for County emergency electrical services work County wide. The Contractor will be paid a minimum of 2.5 hours for any evening and weekend/Holiday work event. The 2.5-hour minimum hours will not apply to weekday events.

Contractor shall furnish, in writing, the name(s) and emergency telephone number(s) of the Contractor's representative(s) to be contacted outside normal working hours.

ELECTRICAL DRAWINGS AND INFORMATION

The contractor will make legible and accurate changes to the owner's electrical drawing showing all additions and modification to the electrical systems made under this contract. Contractor will also modify drawings to show any inaccuracies discovered. Update all affected drawings, information, shop drawings, riser diagrams, electrical schematics, wiring diagrams, schedules, etc.

CONTRACTOR'S RESPONSIBILITIES

All permits, professional licenses and fees shall be initiated and paid for by the Contractor with all related permitting and inspection authorities. Contractors will be reimbursed for the cost of electric permits.

The Contractor shall provide appropriate transportation and an adequate inventory of tools, equipment and parts to perform the work at the job site.

A County's Authorized Representative must approve any work that may involve Overtime charges.

If the Contractor responds to a service call and cannot perform the work due to the lack of routine parts and equipment, as described above in "Vehicles Equipped" the County will not be billed for that call.

The contractor is encouraged to work with the County to identify parts and equipment that should be stocked by the County at each facility to improve service timeliness. The County may pre-purchase parts and supplies deemed as necessary, but are not readily available, for stocking by the County, as recommended by the contractor

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

Dakota County will dispose of light bulbs, ballasts and other used electrical components. The Contractor will work with the County to identify electrical components that may require special disposal procedures.

LIFT/ACCESS EQUIPMENT

Upon approval by County, Contractors will be reimbursed for the cost of lift equipment with proper receipts.

CONTRACT POST-AWARD ORIENTATION

After a contract has been awarded, but before any written orders are placed against the contract, the Building Services Manager will schedule orientation meetings with the Contractor and appropriate regional facility representatives of the County.

The purpose of the orientation conference is to aid both County and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

The Contract Manager will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

FACILITY LOCATION LIST

NORTH & EAST REGION FACILITIES

1. Northern Service Center, One Mendota Road West, West St. Paul, MN 55118. (261,400 sf)
2. Wescott Library, 1340 Wescott Rd, Eagan, MN 55123. (55,500 sf)
3. Smart Center, 9260 Courthouse Blvd., Inver Grove Heights, MN 55077 (35,517 sf)
4. Aspen House, 2031 Victoria Rd South, Mendota Heights, MN 55118 (5,787 sf)
5. Crisis and Recovery Center, 2025 Livingston Ave., West St. Paul, 55118 (15,926 sf)
6. Kaposia Library, 131 7th Ave. North, South St. Paul, 55075 (16,118 sf)
7. Wentworth Library, 199 E. Wentworth Ave., West St. Paul, MN 55118. (28,800 sf)
8. Historical Museum, 130 3rd Ave. North, South St. Paul, MN 55075. (19,300 sf)
9. Inver Glen Library, 8098 Blaine Ave, Inver Grove Heights, MN 55077. (12,500 sf)
10. Judicial Center, 1560 W. Highway 55, Hastings, MN 55033. (183,700 sf)
11. Administration Center, 1590 Highway 55, Hastings, MN 55033. (112,900 sf)
12. Law Enforcement Center, 1580 Highway 55, Hastings, MN 55033. (152,500 sf)
13. Juvenile Service Center, 1600 Highway 55, Hastings, MN 55033. (56,600 sf)
14. Hastings Highway Shop, 900 County Road 47, Hastings, MN 55033. (13,600 sf)
15. Pleasant Hills Library, 1490 S. Frontage Rd., Hastings, MN 55033. (17,100 sf)
16. OTHER SITES AS NEEDED: Various communication towers, leased spaces and new facilities when constructed. (Approximately 20,000 sf)

SOUTH & WEST REGION FACILITIES

1. Western Service Center, 14955 Galaxie Ave., Apple Valley, MN 55124. (155,600 sf)
2. Empire Highway Shop, 2800 160th Street West, Rosemount, MN 55068. (152,300 sf)
3. Dakota Communications Center, 2860 160th St. W, Rosemount MN 55068. (24,800 sf)
4. Extension Service Building, 4100 220th Street West, Farmington, MN 55024. (20,900 sf)
5. Burnhaven Library, 1101 West County Rd 42, Burnsville, MN 55337. (26,900 sf)
6. Heritage Library, 20085 Heritage Drive, Lakeville, MN 55044. (21,000 sf)
7. Farmington Library, 508 3rd Street, Farmington, MN 55024. (16,700 sf)
8. Farmington Highway Shop, 4975 - 212th Street, Farmington, MN 55024. (26,800 sf)
9. Robert Trail Library – 14395 South Robert Trail, Rosemount, MN 55068 (23,400 sf)
10. OTHER SITES AS NEEDED: Various communication towers, leased spaces and new facilities when constructed. (Approximately 20,000 sf)

DAKOTA COUNTY PARKS FACILITIES, GROUNDS, & TRAILS

1. Lebanon Hills Regional Park – 860 Cliff Road, Eagan, MN 55123 (Various Buildings, Grounds, and Trails)
2. Spring Lake Park Reserve – 8395 127th Street East, Hastings, MN 55033 (Various Buildings, Grounds, and Trails)
3. Thompson County Park – 360 Butler Ave. East, West St. Paul, MN 55118 (Various Buildings, Grounds, and Trails)
4. Miesville Ravine Park Reserve – 27970 Orlando Trail, Cannon Falls, MN 55009 (Various Buildings, Grounds, and Trails)
5. Whitetail Woods Regional Park – 17100 Station Trail, Farmington, MN 55044 (Various Buildings, Grounds, and Trails)
6. Dakota County Trails – Located throughout Dakota County. Link is provided for all Dakota County Trails as well as all Parks, Reserves, and Sites.

<https://dakotacountymn.gov/parks/parks-trails>

7. Other SITES AS NEEDED: Various unlisted parks facilities, leased spaces and new facilities when constructed.



North and East Region Bid Form

(Pages 1 to 7 of the Bid Form must be completed)

BID FOR: **Electrical Building Maintenance, Repair, and Installation Services**

BID OF: _____ (Full corporate name)

ADDRESS: _____

COUNTY, STATE, ZIP: _____, _____

TELEPHONE: _____ FAX: _____

Name of Company Representative: _____

This is a bid for **Electrical Building Maintenance, Repair, and Installation Services** at various county buildings in the North and East Regions as listed in the Request For Bid document.

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein. Facilities Management has made a preliminary estimate that there will be approximately 1700 hours of work annually in the North and East Region. This estimate is not to be interpreted as any form of a commitment to an agreed-to number of work hours.

1. **TABLE 1:** Electrician Rates for the period **12/1/2026 to 11/30/2027** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 1500 hours) Morning 6 am to- 6:00 pm Evening. Monday to Friday		\$ /hr
b. Evening Rate (based on estimated 100 hours) Evening 6 pm to 6:00 am Morning Monday to Friday		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) All hours (See Holiday Schedule) Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.		\$ /hr XXXXXXXXXXXXXXXXXXXXX
d. Material Markup Percentage (based on estimated \$30,000 of materials)		%

2. **TABLE 2:** Electrician Rates for the period **12/1/2027 to 11/30/2028** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 1500 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 100 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$30,000 of materials)</i>		%

3. **TABLE 3:** Electrician Rates for the period **12/1/2028 to 11/30/2029** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 1500 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 100 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$30,000 of materials)</i>		%

TOTAL COST CALCULATION:

Year 1

Table 1, Line a. (Hourly Rate) \$_____	X (1500 hours)	= \$ _____
Table 1, Line b. (Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 1, Line c. (Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 1, Line d. (Markup %) _____	X (\$30,000 of Materials)	= \$ _____
Add in Estimated Materials		= \$ <u>30,000.00</u>

Year 2

Table 2, Line a.	(Hourly Rate) \$_____	X (1500 hours)	= \$ _____
Table 2, Line b.	(Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 2, Line c.	(Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 2, Line d.	(Markup %)	_____ X (\$30,000 of Materials)	= \$ _____
Add in Estimated Materials			= \$ <u>30,000.00</u>

Year 3

Table 3, Line a.	(Hourly Rate) \$_____	X (1500 hours)	= \$ _____
Table 3, Line b.	(Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 3, Line c.	(Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 3, Line d.	(Markup %)	_____ X (\$30,000 of Materials)	= \$ _____
Add in Estimated Materials			= \$ <u>30,000.00</u>

Total Contract Payment Bond Cost: _____ = \$ _____
(Payment Bond Amount will be invoiced to owner at start of Contract and paid with 1st months invoice)

TOTAL COST (add all lines including payment bond cost) = \$ _____

Dakota County North and East Region Bid Form

(Pages 1 to 7 of the Bid Form must be completed)

In submitting this bid, it is understood that Dakota County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation. Failure to enter into a contract with Dakota County to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Dakota County as liquidated damages.

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract to complete the contract within 5 calendar days from the date of written Notice to Proceed by the County.

Indicate Addenda received: _____

Signature

Name and Title of Authorized Agent

Date

Contractor is registered to do Business in the State of Minnesota.

Indicate type of company: _____
Corporation/partnership/sole proprietorship

This document can only be signed by a person authorized to bind the bidder to a contract.

This bid document contains a total of 52 pages, plus all addenda issued.

The following must be attached to this bid Form:

1. Non-Collusion and Conflict of Interest Statement must be attached to this bid and signed by the Contractor's duly authorized representative.
2. Bid Bond if required.

County Bonding Requirements:

- Bid Bonds are required for all bids \$50,000 or larger.

Bids may not be withdrawn for a period of 90 days from bid opening

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 or 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 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

V.7 Revised: MMH (06-19)

Bidders shall provide three (3) references on this form.

1. **Firm Name** _____

 (Reference Name)

 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

2. Firm Name _____
 (Reference Name)
Contact _____
Title _____
Mailing Address _____
Phone _____ **Total Square Ft. of Facilities Served** _____

3. **Firm Name** _____

 (Reference Name)

 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, _____ (typed or printed name), _____ (title)
certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each
of the minimum criteria listed in the law.

(name of the person, partnership or corporation submitting this proposal)

(business address)

Signed: _____
(bidder or authorized representative) _____
Date

Responsible Contractor Certificate (RCC) 1/1/2015

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

**Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.)
require a 'WET' signature.**

End Of North and East Region Bid Form

**South and West Region Bid Form***(Pages 1 to 7 of the Bid Form must be completed)*BID FOR: **Electrical Building Maintenance, Repair, and Installation Services**

BID OF: _____ (Full corporate name)

ADDRESS: _____

COUNTY, STATE, ZIP: _____, _____

TELEPHONE: _____ FAX: _____

Name of Company Representative: _____

This is a bid for **Electrical Building Maintenance, Repair, and Installation Services** at various county buildings in the South and West Region as listed in the Request For Bid document.

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein. Facilities Management has made a preliminary estimate that there will be approximately 800 hours of work annually for this region. This estimate is not to be interpreted as any form of a commitment to an agreed-to number of work hours.

4. **TABLE 1:** Electrician Rates for the period **12/1/2026 to 11/30/2027** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 600 hours) Morning 6 am to- 6:00 pm Evening. Monday to Friday		\$ /hr
b. Evening Rate (based on estimated 100 hours) Evening 6 pm to 6:00 am Morning Monday to Friday		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) All hours (See Holiday Schedule)		\$ /hr
Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.		XXXXXXXXXXXXXXXXXXXXX
d. Material Markup Percentage (based on estimated \$20,000 of materials)		%

5. **TABLE 2:** Electrician Rates for the period **12/1/2027 to 11/30/2028** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 600 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 100 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$20,000 of materials)</i>		%

6. **TABLE 3:** Electrician Rates for the period **12/1/2028 to 11/30/2029** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 600 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 100 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 100 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$20,000 of materials)</i>		%

TOTAL COST CALCULATION:

Year 1

Table 1, Line a. (Hourly Rate) \$_____	X (600 hours)	= \$ _____
Table 1, Line b. (Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 1, Line c. (Hourly Rate) \$_____	X (100 hours)	= \$ _____
Table 1, Line d. (Markup %) _____	X (\$20,000 of Materials)	= \$ _____
Add in Estimated Materials		= \$ <u>20,000.00</u>

Year 2

Table 2, Line a. (Hourly Rate) \$_____ X (600 hours) = \$ _____

Table 2, Line b. (Hourly Rate) \$_____ X (100 hours) = \$ _____

Table 2, Line c. (Hourly Rate) \$_____ X (100 hours) = \$ _____

Table 2, Line d. (Markup %) _____ X (\$20,000 of Materials) = \$ _____

Add in Estimated Materials = \$ 20,000.00

Year 3

Table 3, Line a. (Hourly Rate) \$_____ X (600 hours) = \$ _____

Table 3, Line b. (Hourly Rate) \$_____ X (100 hours) = \$ _____

Table 3, Line c. (Hourly Rate) \$_____ X (100 hours) = \$ _____

Table 3, Line d. (Markup %) _____ X (\$20,000 of Materials) = \$ _____

Add in Estimated Materials = \$ 20,000.00

Total Contract Payment Bond Cost: = \$ _____

(Payment Bond Amount will be invoiced to owner at start of Contract and paid with 1st months invoice)

TOTAL COST (add all lines including payment bond cost) = \$ _____

Dakota County South and West Region Bid Form

(Pages 1 to 7 of the Bid Form must be completed)

In submitting this bid, it is understood that Dakota County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation. Failure to enter into a contract with Dakota County to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Dakota County as liquidated damages.

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract to complete the contract within 5 calendar days from the date of written Notice to Proceed by the County.

Indicate Addenda received: _____

Signature

Name and Title of Authorized Agent

Date

Contractor is registered to do Business in the State of Minnesota.

Indicate type of company: _____
Corporation/partnership/sole proprietorship

This document can only be signed by a person authorized to bind the bidder to a contract.

This bid document contains a total of 52 pages, plus all addenda issued.

The following must be attached to this bid Form:

1. Non-Collusion Statement and Conflict of Interest Statement must be attached to this bid and signed by the Contractor's duly authorized representative.
2. Bid Bond if required.

County Bonding Requirements:

- Bid Bonds are required for all bids \$50,000 or larger.

Bids may not be withdrawn for a period of 90 days from bid opening

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 or 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 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

V.7 Revised: MMH (06-19)

Bidders shall provide three (3) references on this form.

1. **Firm Name** _____

 (Reference Name)

 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

2. **Firm Name** _____

 (Reference Name)
 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

3. **Firm Name** _____

 (Reference Name)

 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, _____ (typed or printed name), _____ (title)
certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each
of the minimum criteria listed in the law.

(name of the person, partnership or corporation submitting this proposal)

(business address)

Signed: _____
(bidder or authorized representative) _____
Date

Responsible Contractor Certificate (RCC) 1/1/2015

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

**Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.)
require a 'WET' signature.**

End Of South and West Region Bid Form



1 of 7

Dakota County Parks and Trails Bid Form

(Pages 1 to 7 of the Bid Form must be completed)

BID FOR: **Electrical Building Maintenance, Repair, and Installation Services**

BID OF: _____ (Full corporate name)

ADDRESS: _____

COUNTY, STATE, ZIP: _____, _____

TELEPHONE: _____ FAX: _____

Name of Company Representative: _____

This is a bid for **Electrical Building Maintenance, Repair, and Installation Services** at various county buildings, grounds, and trails in the Dakota County Parks as listed in the Request For Bid document.

NOTICE TO BIDDERS: The following required services shall be provided according to the contract terms and conditions contained herein. Facilities Management has made a preliminary estimate that there will be approximately 300 hours of work annually for this region. This estimate is not to be interpreted as any form of a commitment to an agreed-to number of work hours.

7. **TABLE 1:** Electrician Rates for the period **12/1/2026 to 11/30/2027** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 200 hours) Morning 6 am to- 6:00 pm Evening. Monday to Friday		\$ /hr
b. Evening Rate (based on estimated 50 hours) Evening 6 pm to 6:00 am Morning Monday to Friday		\$ /hr
c. Weekend or Holiday Rate (based on estimated 50 hours) All hours (See Holiday Schedule)		\$ /hr
Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.		XXXXXXXXXXXXXXXXXXXXXX
d. Material Markup Percentage (based on estimated \$25,000 of materials)		%

8. **TABLE 2:** Electrician Rates for the period **12/1/2027 to 11/30/2028** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 200 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 50 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 50 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$25,000 of materials)</i>		%

9. **TABLE 3:** Electrician Rates for the period **12/1/2028 to 11/30/2029** the following rate schedule must be filled in completely.

Electrician Rate	NA	Rate per hour
a. Week Day Rate (based on estimated 200 hours) <i>Morning 6 am to- 6:00 pm Evening. Monday to Friday</i>		\$ /hr
b. Evening Rate (based on estimated 50 hours) <i>Evening 6 pm to 6:00 am Morning Monday to Friday</i>		\$ /hr
c. Weekend or Holiday Rate (based on estimated 50 hours) <i>All hours (See Holiday Schedule)</i>		\$ /hr
<i>Travel time is not billable – include travel time costs and all other costs in your hourly rate. Hourly rate is all- inclusive.</i>	XXXXXXXXXXXXXXXXXXXXXXX	
d. Material Markup Percentage <i>(based on estimated \$25,000 of materials)</i>		%

TOTAL COST CALCULATION:

Year 1

Table 1, Line a. (Hourly Rate) \$ _____ X (200 hours)	= \$ _____
Table 1, Line b. (Hourly Rate) \$ _____ X (50 hours)	= \$ _____
Table 1, Line c. (Hourly Rate) \$ _____ X (50 hours)	= \$ _____
Table 1, Line d. (Markup %) _____ X (\$25,000 of Materials)	= \$ _____
Add in Estimated Materials	= \$ <u>25,000.00</u>

Year 2

Table 2, Line a. (Hourly Rate) \$_____ X (200 hours) = \$ _____

Table 2, Line b. (Hourly Rate) \$_____ X (50 hours) = \$ _____

Table 2, Line c. (Hourly Rate) \$_____ X (50 hours) = \$ _____

Table 2, Line d. (Markup %) _____ X (\$25,000 of Materials) = \$ _____

Add in Estimated Materials = \$ 25,000.00

Year 3

Table 3, Line a. (Hourly Rate) \$_____ X (200 hours) = \$ _____

Table 3, Line b. (Hourly Rate) \$_____ X (50 hours) = \$ _____

Table 3, Line c. (Hourly Rate) \$_____ X (50 hours) = \$ _____

Table 3, Line d. (Markup %) _____ X (\$25,000 of Materials) = \$ _____

Add in Estimated Materials = \$ 25,000.00

Total Contract Payment Bond Cost: = \$ _____

(Payment Bond Amount will be invoiced to owner at start of Contract and paid with 1st months invoice)

TOTAL COST (add all lines including payment bond cost) = \$ _____

Dakota County Dakota County Parks and Trails Bid Form

(Pages 1 to 7 of the Bid Form must be completed)

In submitting this bid, it is understood that Dakota County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation. Failure to enter into a contract with Dakota County to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Dakota County as liquidated damages.

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract to complete the contract within 5 calendar days from the date of written Notice to Proceed by the County.

Indicate Addenda received: _____

Signature

Name and Title of Authorized Agent

Date

Contractor is registered to do Business in the State of Minnesota.

Indicate type of company: _____
Corporation/partnership/sole proprietorship

This document can only be signed by a person authorized to bind the bidder to a contract.

This bid document contains a total of 52 pages, plus all addenda issued.

The following must be attached to this bid Form:

1. Non-Collusion and Conflict of Interest Statement must be attached to this bid and signed by the Contractor's duly authorized representative.
2. Bid Bond if required.

County Bonding Requirements:

- Bid Bonds are required for all bids \$50,000 or larger.

Bids may not be withdrawn for a period of 90 days from bid opening

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 or 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 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

V.7 Revised: MMH (06-19)

4. References for: _____
(Print the name of your Company)

1. Firm Name _____
 (Reference Name)
Contact _____
Title _____
Mailing Address _____
Phone _____ **Total Square Ft. of Facilities Served** _____

2. **Firm Name** _____

 _____ (Reference Name)
 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

3. **Firm Name** _____

 (Reference Name)

 Contact _____

 Title _____

 Mailing Address _____

 Phone _____ Total Square Ft. of Facilities Served _____

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, _____ (typed or printed name), _____ (title)
certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each
of the minimum criteria listed in the law.

(name of the person, partnership or corporation submitting this proposal)

(business address)

Signed: _____
(bidder or authorized representative) _____
Date

Responsible Contractor Certificate (RCC) 1/1/2015

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

**Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.)
require a 'WET' signature.**

End Of Dakota County Parks and Trails Bid Form

INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or

policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

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

☐ 3. Professional Liability

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

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

Network security and privacy liability insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

☒ 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

☒ 7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

☒ 8. Release and Waiver.

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

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

Revised: 11/23

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

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

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

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

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking

organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

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 are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

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

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek

to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

7. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

8. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor's failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

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

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

WHEREAS, the County requires equipment and services, labor, and materials 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.

WHEREAS, Contractor represents and covenants it can and will perform and supply the necessary equipment and services, labor and materials according to the terms and conditions stated in this Contract and as expressed in the Contractor's Choose an item., dated , (“Contractor's [quote/bid/response]”) attached and incorporated as Exhibit 2.

NOW, THEREFORE, the parties agree as follows:

1. TERM

This Contract is effective and enforceable [on of 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, unless earlier terminated by law or according to the provisions of this Contract.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor's [quote/bid/response] (collectively, “Services”).
- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in Exhibits 1 and 2. Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. 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.
- 2.5. 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.
- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.

- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

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.

- 3.1. Compensation. The County shall pay for Services in the fixed amounts set out in the Contractor's [quote/bid/response]. *[Use if contract will be available to others through the State of Minnesota Cooperative Purchasing Venture]* For purchases made in accordance with the pricing stated in the State of Minnesota Cooperative Purchasing Venture, or similar cooperative purchasing ventures, the pricing stated herein, based on the cooperative purchasing contract in effect on the date of execution of this Agreement, shall control during the term of this Agreement notwithstanding the expiration of, termination of or changes to the cooperating purchasing contract.

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

[Standard G-paragraph: See Section G-11 in Exhibit 1]

[Parks G-paragraph: See Section G-8 in Exhibit 1]

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

- 3.4. Payment for Disputed or Unauthorized Claims or Services.

- A. The County may refuse to pay any invoiced Services or claims that are not expressly authorized by this Contract.
- B. Payment of an invoice does not prevent the County from disputing the invoiced Services. Payment of a claim or invoice is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- C. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract.
- D. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. The County shall notify Contractor of any incorrect, defective, or otherwise improper invoice within 10 calendar days after the date on which the audit or inspection results are received by the County. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received. For all other invoices, the County shall pay Contractor within 35 calendar days after the date on which the County receives the audit or inspection results.
- E. The County may offset any overpayment or disallowance of any invoice by reducing future payments.

- 3.5. 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.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, codes, 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 Attachment [and Section G-24 in Exhibit 1] [(Parks) and Section G-18 in Exhibit 1]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota, or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required for the provision of 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 five (5) calendar days of such change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 18, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

[Write Intentionally Omitted for 4.5 if Inapplicable]

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

[Select one bullet-point & delete the others]

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.
- [List Specific Deliverables]
- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report

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

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.

[Standard G-paragraph: See Section G-10 in Exhibit 1. Also contained in Exhibit 1; Attachment

[Parks G-paragraph: The provisions of Section G-7 of Exhibit 1 supplement, but do not displace this paragraph.]

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 or respond to the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged

loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract;

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor. The duty to defend includes, but is not limited to, the Contractor retaining and paying directly legal counsel for the County chosen solely and exclusively by the County in the County's sole discretion.

- 7.2. Limitations. **[Only use if contract is for building or construction:** Contractor's obligation to indemnify or hold harmless the County, its officers, agents, and employees for liability or claims of liability arising out of bodily injury to persons or out of physical damage to tangible or real property shall apply to the extent such damages and injury are attributable to the negligent acts or omissions of Contractor, or Contractor's independent contractors, agents, employees, or delegates.] 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. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Contract.

- 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 from undertaking control of the defense.

- 7.5. The language used in this section shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

- 7.6. **[Parks G-paragraph:** The provisions of Section G-6 of Exhibit 1 supplement, but do not displace this paragraph.]

8. **INSURANCE**

Contractor shall maintain policies of insurance as set forth in [Exhibit 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.

[Standard G-paragraph: See Section G-12 in Exhibit 1]

[Parks G-paragraph: See Section G-9 of Exhibit 1. Also contained in Exhibit 1; Attachment]

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 [quote/bid/response] 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. Contractor must provide such Notice 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 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 nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a Default giving rise to the right to terminate for cause unless and until 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.
- 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. The County may terminate this Contract without Cause by providing 30 calendar days' Notice of Termination to the Contractor.
- 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 for Services satisfactorily performed in accordance with section 3.3 of this Contract.

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 or Exhibit 1; Attachment] [(Parks) and Section G-18 in Exhibit 1] (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/REMEDIES**

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

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

14. **AUTHORIZED REPRESENTATIVE**

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

To the Contractor:

[Name]
[Title]
[Street]
[City, State Zip]
Telephone: [Telephone Number]
[Email Address]

To the County:

[Name]
[Title]
[Department]
[Street]
[City, State Zip]
Telephone: [Telephone Number]
[Email Address]

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority

granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

- 14.3. In addition, notification to the County regarding breach or termination shall be provided to:

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

15. LIAISON

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

Contractor Liaison: [Name]	County Liaison: [Name]
Telephone: [Telephone Number]	Telephone: [Telephone Number]
Email Address: [Email Address]	Email Address: [Email Address]

- 14.2. 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. WARRANTY

Contractor expressly warrants that all goods, products and workmanship provided under this Contract shall conform to the County's specifications as described in this Contract. Contractor shall replace any non-conforming goods and products and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods, work or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by County of the goods, work or products.

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the final products and work by the County shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The County will give notice of observed defects with reasonable promptness.

[Standard G-paragraph: See Section G-20 in Exhibit 1]

20. MERGER

20.1. 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.

20.2. Exhibits. The following Exhibits and addenda (delete if no addenda), including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for Choose an item. dated Enter Date

Exhibit 2 - Contractor's Response to Request for Choose an item. dated [Enter Date]

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

20.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. 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.

21. CONFIDENTIALITY

21.1. "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.

21.2. 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.

21.3. 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.

21.4. 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 a waiver of any claim or cause of action for breach of contract.

21.5. 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 is 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.

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

22. ELECTRONIC SIGNATURES

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

23. 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.

24. 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.

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

COUNTY OF DAKOTA

By: SAMPLE
[Name, Title]
[Department]

Date of Signature: SAMPLE

CONTRACTOR

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

By: SAMPLE
Signature

SAMPLE
Title

Contract Number: C00

Date of Signature: SAMPLE

Dakota County Board Resolution: