Spring Lake Park Fischer Trailhead and River Access Restoration Request for Proposals

Release Date: Thursday, November 19, 2026

Required Pre-Proposal Site Visit: Tuesday, December 8, 2026 at 10:00 am

RSVP to Site Visit by Thursday, December 3, 2026, at 4:00 pm

Proposal Due Date: NOON on Tuesday, December 15, 2026

Contacts:

Dakota County Representative:

Kyle Barnes

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952-891-7507

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INTRODUCTION AND PROGRAM DESCRIPTION

A. General Background

Dakota County is soliciting proposals to conduct ecological management and restoration activities on land surrounding the newly constructed Fischer Avenue trailhead and River Access Road as well as surrounding woodlands at Spring Lake Park Reserve in Dakota County, MN. Funding for the project comes from the Legislative-Citizen Commission on Minnesota Resources (LCCMR).

Spring Lake Park Reserve is located along the Mississippi River in Hastings, Minnesota within the St. Paul Baldwin Plains and Moraines ecological subsection. The units included in this solicitation were either historically Oak-Maple-Basswood Forest or former agricultural land that has been or will be restored to prairie. Oak Forest exists on the north-facing slopes leading down to Spring Lake and on the steeply ravined parcel west of Fischer Avenue. Restored prairie and other areas slated for prairie restoration exist on the flatter lands uphill from the Oak Forest around the newly constructed Fischer Avenue Trailhead. The goals of this project are to restore the site's degraded Oak Forest communities by managing invasive woody and herbaceous vegetation, thinning the canopy as needed, removing non-native tree species, and seeding native understory plant species as well as restore, maintain, and enhance prairie communities through site preparation, seeding, establishment mowing, managing invasive vegetation, and planting.

B. Program Objectives

This project will include 33.3 acres of Oak Forest restoration and 7.7 acres of prairie. 4 acres of mesic prairie were restored in 2026 while 3.7 acres are slated for restoration under the scope of this solicitation. The Oak Forests on the site have canopies dominated with Red Oak (Quercus rubra) and Bur Oak (Quercus macrocarpa); shrub layers dominated by invasive woody species such as Common Buckthorn (Rhamnus cathartica), exotic Honeysuckle species (Lonicera spp.), and Prickly Ash (Zanthoxylum americanum); and relatively sparse ground layers with some pockets of remnant forest vegetation. The 3.7 acres of land slated for prairie restoration are currently dominated by non-native herbaceous weeds.

The primary objectives of this project are to restore the site's degraded Oak Forest communities to Oak-Maple-Basswood forest or Oak Woodland where appropriate, restore prairie on 3.7 acres, and maintain the 4 acres of previously restored prairie. Managing invasive woody vegetation will be a primary task in the oak forests. Canopy thinning as needed, non-native tree removal, EAB ash snag removal, deadfall removal, and seeding will also be important tasks to return these areas to the target plant community. In the prairie units, site preparation, seed installation, establishment mowing, and enhancement plug planting are anticipated tasks to restore and maintain these plant communities. An outdoor classroom is planned to be constructed on the south edge of unit F4 that is expected to be completed by June 2027. Any work occurring in unit F4 may need to be coordinated around active construction. This project will begin at the time of contract execution and will be completed by June 30, 2028.

The submitted proposal will include a narrative detailing:

- The proposed methodology, labor costs, and timeline for woody removal and management across units W1, E1, E2, E3, E4, and E5.
- The proposed methodology for seed bed preparation in units W1, E1, E2, E3, E4, E5, and F4.
- Methodology for tracking and communicating work accomplished and ensuring quality control and adherence to the performance standards for all work outlined in this RFP.

C. Site Access

- The site can be accessed through Fischer Avenue and an intersecting paved bike trail within Spring Lake Park Reserve.
- See Attachment B for access map.
- Any rutting of soils or damage to land must be mitigated before final payment will be granted.

SCOPE OF SERVICES

Tasks and Schedule

This section outlines the County's expectations regarding specific methods that shall be employed during implementation of restoration and establishment management tasks in the work areas. Deviations from these methods is allowed for County approved methodology proposed in the contractors' submittal and may otherwise be allowed if approved by the County in writing.

Anticipated Schedule:

Winter 2027 – Begin Tasks A Woody Removal and E Deadfall Removal in units E1, E2, E3, E4, and E5. Continue Task A in unit W1 as conditions allow.

Growing Season 2027 – Task B Site Preparation in units W1, E1, E2, E3, E4, E5, and F4. Task D Establishment Management in units F1, F2, and F3.

Fall 2027 – Winter 2028 – Task C Seed Installation in units W1, E1, E2, E3, E4, E5, and F4. Finish Tasks A Woody Removal and E Deadfall Removal in unit W1 if needed. Task F Plant Installation in units F1, F2, and F3 or other units designated by the County.

Growing Season 2028 – Establishment management in unit F4, W1, E1, E2, E3, E4, E5

Spring 2028 – Task D Establishment Management in units W1, E1, E2, E3, E4, E5 and F4. Task F Plant Installation if needed in units F1, F2, and F3 or other units designated by the County.

June 30th 2028 – Project complete

Task A. Woody Removal

Unit	Anticipated Season	Task A Specifications	Acres
W1	Winter 2027	Manage all woody invasive species listed in Attachment C, and species listed as "reduce per owner's instruction" in attachment C. Harvest all EAB-killed Ash trees. **Do not remove trees whose removal will damage white or bur oaks. Avoid damaging planted Oak saplings.**	15.8
E1, E2, E3, E4, E5	Winter 2027	Manage all woody invasives. Harvest all tree species designated for removal in Attachment C, Figure 1. Harvest all EAB-killed Ash trees. **Do not remove trees whose removal will damage white or bur oaks.**	11.2

Woody species designated for removal are provided in **Attachment C, Figure 1**. For those species which are designated as "Reduce per owner's instruction", follow instructions listed in Task A Specifications column for target dbh removal. Contractor is to provide all herbicide. All cut stumps shall be treated with County-approved herbicide containing dye (to facilitate Contractor spraying and County inspecting) immediately after being cut with a chainsaw, brush saw, or hand saw (on slopes>25%), or other equipment (on slopes <25%). Cut stems shall be cut flat and not exceed 2" from the ground. If significant snow depth is present, the Contractor shall discuss appropriate height with the County.

- Use of forestry mower may be acceptable on slopes <25% with dense brush. If a forestry mower is used, CONTRACTOR must treat all exotic resprouts via foliar application or other COUNTY-approved method.
- Cut and stump-treat all stems >1/2" diameter and/or over 3' tall.
- Brush cut stems of all small target species (between 1/8" and 1/2" diameter). Foliar spray resprouts (carefully) of small exotic woody brush that was brush cut. Foliar herbicide applications must be conducted in late fall, when most other plants have gone dormant.
- All woody material 1/4" and greater must be stacked and burned, forestry mowed and mulched to less than 2" mulch depth or hauled off-site.

<u>All Units - Brush Piles for Burning:</u>

- When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. Piles shall be spaced as necessary to minimize dragging of cut material over long distances. Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter. **Brush piles to be burned shall not be located within high quality plant communities or over areas that contain more than 25% ground cover of native plants.**

- Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by fire. Ensure no debris (trash, plastic, etc.) other than the cut brush is placed in the burn piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and area shall thoroughly rake the area prior to seeding—if unburned brush piles are left on site for burning, the County will withhold 25% of the bid total for Task "a" until the piles are burned, and the soil impacted by them is prepped and seeded.

- Chipping of cut woody material is not acceptable unless material is hauled off site. Hauling to burn piles is acceptable. Removal of brush from the Work Area shall be done in a manner that does not cause rutting or other damage to trails or soil. Please note that Dakota County is under quarantine for Emerald Ash Borer, and the movement of ash wood outside the county is regulated.

Penalties:

- Protection of desirable existing vegetation shall be the responsibility of the Contractor during woody plant removal and any burning of brush piles. The CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage is considered injury to 10% or more of the total diameter at breast height for any tree. The damaged tree shall be considered a total loss for the entire tree and CONTRACTOR will be penalized at a rate of up of $10 per inch-dbh or per stem, whichever is higher.

Task B. Prepare Work Unit

Unit	Anticipated Year	Preferred Season	Prepare Work Unit (Task B) Activity Notes	Acres
F4	2027	Spring through Fall	Treat all vegetation at least 3 times throughout growing season to prepare for seed installation, or use alternative approach approved by the County.	3.7
E1, E2, E3, E4, E5	2027	Spring through Fall	Treat all herbaceous invasive vegetation in **Attachment D**, conduct spot foliar treatment of woody resprouts designated for removal in **Attachment C**.	11.2
W1	2027	Spring through Fall	Conduct spot foliar treatment of woody resprouts designated for removal in **Attachment C**.	15.8

Work Area Preparation:

Remove/kill invasive/weedy vegetation (including species in Attachment C and D) prior to installing native seed. If area to be seeded was treated with herbicide, Contractor shall follow all label requirements for seeding. Prescribed burning may be an acceptable component of work area preparation.

A suitable seedbed must be prepared and approved by the County Representative prior to seed installation. Mulch/woody debris shall represent no more than 20% of the visible cover in any given area. This preparation may be accomplished through mechanical grazing, harrowing, hand raking, or other means proposed by the Contractor and approved by Dakota County.

Task C. Seed Installation

Seeding shall be preferentially conducted as a late fall dormant seeding (after October 15, but before the soil starts to freeze) or in early spring (as soon as the soil is free of frost and in a workable condition but no later than June 10). Discuss exceptions with the County.

The County will supply the native seed and seed rate to the Contractor. Contractor shall install seed with broadcast spreader or by hand broadcast. Seed will be evenly broadcast, at about 50 seeds per sq ft depending on the final amount of seed. Half the seed should be applied in one direction, then half in the crosswise direction.

The Contractor will evaluate regularly during seeding operations and adjust the broadcast rate. If post-seeding results clearly show areas that were missed, the Contractor will purchase and seed additional seed of the same mix at their own expense.

Task D. Establishment management

Timing

Establishment management begins in the growing season of 2027 for units F1, F2, and F3. For all other units, establishment management begins the first growing season after seed is installed and Task C: Seed Installation is complete.

Invoice Schedule

For Establishment Management, invoices may be submitted quarterly, for work completed during the time periods outlined below:

Q1: December 16-May 31

Q2: June 1 - July 31

Q3: August 1 - September 30

Q4: October 1 - December 15

Example: If seed installation occurs in the fall of 2027, the Establishment Management period begins on the first day of the next quarter, or December 16. If the Contractor successfully meets Checkpoint 1 Performance Standards, an invoice for Q1 of the 2028 growing season can be submitted on May 31, 2028 for 25% of the total the amount indicated on the bid tab for Task "c" (prorated if the task is not 100% complete). Invoices for subsequent quarters of 2028 (Q2, Q3, and Q4) can be submitted per the schedule outlined above for the same amount of 25% of the total amount indicated on the bid tab schedule. Beginning the following growing season (2028), Checkpoint 2 of the Performance Standard must be met to receive full payment (25% of the total bid) each quarter.

For units beginning establishment management in the 2028 growing season, only Q1 and part of Q2 will be included under the scope of this RFP, as the Contract end date is June 30th, 2028.

Activities

Invasive Woody Species Control

Invasive woody species designated for removal/control are provided in Attachment C. Use County-approved foliar herbicide in late fall, to minimize damage to desirable vegetation. Herbicide application instructions given on the label shall be followed at all times. Dye shall be used to facilitate Contractor spraying and County inspection. Care shall be taken not to affect non-target vegetation.

Invasive Herbaceous Species Control

Manage all herbaceous species listed in Attachment D. These species should not be permitted to set viable seed, and some hand pulling or spot mowing may be required in order to achieve the performance standard. Herbicide applications to these species should be made at the most biologically appropriate time.

Examples: Garlic mustard rosettes should be treated with glyphosate in early spring, prior to bolt. All bolting plants must be hand pulled and removed from the site. Canada thistle and reed canary grass should be chemically treated after September 1st. Mechanical methods to eliminate seed production may be required earlier in the season to achieve the performance standard.

It is the County's expectation that at least 95% of the potential seed producing invasive and noxious weeds have been controlled within the site, meaning that the mowed plants have been killed or at least prevented from setting seed. Contractor must give the County a 24-hour notice prior to being on site and a written follow-up report shall be submitted within 48 hours after mowing confirming the: target plant(s) and a map showing the location(s) mowed.

Establishment mowing

Establishment mowings will occur following installation of native seed. At no time is the vegetation to be taller than 16", and mowing height shall be no less than 6". Do not allow vegetation to grow so tall that it smothers growth when cut. Do not mow immediately after rain when cut vegetation will clump. Time mowings to eliminate seed set of weedy species and allow light to reach the soil layer.

Equipment

For species in Attachment C and D, methods for mechanical control may include flail mower (rear discharge only), spot mowing with a weed whip or brush saw, or hand pulling. Other equipment may be used for mechanical control, with County approval.

Prior to applying chemical, the Contractor shall provide the County Representative with the chemical name and product label for approval. Chemical may be applied using backpack sprayers, ATV-mounted tank with spray wands, or approved alternative.

At no time will Contractor use heavy equipment for Task D without prior authorization by the County Representative, or use equipment that causes rutting, compaction or other damage to the soil, trails, or desirable vegetation.

Penalties

Protection of desirable existing vegetation shall be the responsibility of the Contractor. The Contractor shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation will be penalized at a rate of up of $10 per inch dbh or per stem, whichever is higher. For any tree with injury to 50% or more of the total diameter at the area of injury, the tree shall be considered a total loss and the Contractor shall be assessed $10 per inch dbh for the entire tree.

In areas where desirable herbaceous vegetation is killed or seriously damaged, these areas will be reseeded with the most appropriate seed mix listed in the attachment, or alternate approved by the County, and the area will come under Establishment Management at no additional charge to the County for the remainder of the contract period.

Task E: Deadfall Removal

The objective of this task is to improve the ability to run prescribed fire through the woodland units. The recommended method is to pile and burn downfall material. Alternative methods of achieving the desired outcome are welcomed and may be included in the written proposal. Any activities should be conducted in a manner which does not negatively impact plant communities and minimizes soil impacts.

Remove deadfall from the unit that is larger than 5 inches in diameter. Large woody material that is rotting can be left on site.

Task E Deadfall Removal will follow the performance metrics of Task A.

Task F: Plant Installation

Contractor is to install native plant plugs in restored prairie and woodland habitat. The County will supply the plant material and planting plan to the Contractor. Contractor will install plant material, water at the time of installation. Contractor must then give notice by phone or email within 24 hours after planting has been completed.

Installation will occur in fall 2027 and/or Spring 2028. A minimum of 2000 plugs will be installed.

Planting material will be 1.5”-5.5” cone-tainer plugs.

Contractor will water newly installed plant material 3 times during the first full growing season. Watering is to occur during periods when the project site has received less than 1 inch of rain over a two week period. The County will identify when the site is to be watered. The Contractor will be required to accomplish the task in 72 hours. Contractor must then give notice by phone or email within 24 hours after watering has been completed. This activity does not apply to plants installed in the fall.

UTVs, watering trucks or similar equipment is allowed to be used on soft surface trails in the park when conditions are not conducive to producing ruts on trails.

Contractor must supply a per plug rate for this task

Task G (Alternate): Garlic Mustard And Other Herbaceous Invasive Species Control

Contractor will control herbaceous invasive species listed in Attachment D on an as-needed basis as directed by the County in unit W2. Contractor will follow up at least once during the growing season prior to seed-set to ensure adequate removal.

Contractor must supply an hourly rate per employee for this task

Task H (Alternate): Woody Invasive Species Control

Contractor will control woody invasive species listed in Attachment C on an as-needed basis as directed by the County in unit W2.

All cut stumps shall be treated with County-approved herbicide containing dye (to facilitate Contractor spraying and County inspecting) immediately after being cut with a chainsaw, brush saw, or hand saw (on slopes>25%), or other equipment (on slopes <25%). Cut stems shall be cut flat and not exceed 2” from the ground. If significant snow depth is present, the Contractor shall discuss appropriate height with the County.

Contractor must supply an hourly rate per employee for this task

General Specifications

Use of the Site

The existing trails on the site will be open and fully occupied by the Owner during the entire project period unless otherwise coordinated with Project Manager. Contractor will fully coordinate all work with the Project Manager. The Contractor shall

conduct thier operations so as to permit safe and unimpeded access to all existing trails. Walks, driveways, entrances and all other areas to be used by the Owner and the public shall be maintained in a safe condition and shall be kept free and clear of Contractor equipment, materials and debris. All damage to existing grading, pavements, unpaved park trails, structures, landscaping and sod will be repaired and fully restored to prior condition upon project completion.

The Contractor shall cooperate with the Owner in the scheduling and execution of the work and use of the site, and they shall notify the Owner as far in advance as possible of the commencement of any work or operation which would interfere with the use of the existing trails or drives.

The Contractor's operations and storage of materials shall be confined to the areas agreed upon with the Owner. Fire lanes, loading dock and parking areas must be kept clear of Contractor equipment and materials at all times.

Equipment

- Vehicles are not allowed on steep slopes (greater than 40% grade).
- Any rutting of soils or damage to land must be mitigated before final payment will be granted.
- Contractors must follow best management practices to avoid bringing weed-seed onto the site.
    - If equipment, vehicles, gear, or clothing (notably, boots and laces) arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by Contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.
    - The Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the County. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.
    - The Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

Herbicide and Applicators

- Herbicide applicators must be state-certified.
- DNR Operational Order 59 (Pesticides and Pest Control: http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf) and appropriate discipline guidelines must be followed when working on all lands and waters, regardless of ownership.
- Herbicide application must follow industry standards for temperature and weather conditions, according to label directions and the State of MN Commercial Pesticide Applicator Manual.
- Use least toxic herbicide or formula with lowest soil residual; Glyphosate or triclopyr is preferred, (aminopyralid [Milestone] or clopyralid [Transline] is suitable for thistle and legumes, but CONTRACTOR must first consult with DAKOTA COUNTY before applying these or any other herbicides). Aquatic formula is required when applying within 100 feet of a wetland.
- Agri-Dex (Helena) or Activator-90 (Loveland) are the **only** surfactants to be added to herbicides mixes applied on or near water. Consult with DAKOTA COUNTY for approval to use other products.
- As much as possible, herbicides should be applied when there is some biological activity in the plant (e.g. Apr-Nov).
- Avoid windy days and ensure a rain-free period of at least 3 hours after application.
- Approved signage to advise park visitors of herbicide use should be placed in strategic locations.
- Only herbicide additives that are explicitly approved as herbicide additives are allowed. Prohibited additives include, but are not limited to kerosene, diesel, and anti-freeze/ethylene glycol.
- *Take maximum care to avoid chemical drift or contact with non-target plants*.

- A copy of the record of all pesticide/herbicide applications shall be submitted to DAKOTA COUNTY. Submitting records with invoices is acceptable.

Non-native woody plants – general specs

- Cutting method: Cut stems as close to the ground as possible—not to exceed 2" from the ground. Stems shall be cut flat. If significant snow depth is present, CONTRACTOR shall discuss appropriate height with DAKOTA COUNTY. Cut stems shall be immediately treated with herbicide to prevent resprouting. Exceptions may apply – consult first with DAKOTA COUNTY.
- Dye: Use dye with herbicide so CONTRACTOR and DAKOTA COUNTY can see what was treated.
- Herbicide application: Use herbicide conservatively – avoid overspray (dauber applicator preferred).
- Herbicide type: Triclopyr ester (i.e., Garlon 4 Ultra or Garlon 3a) or glyphosate preferred unless otherwise approved by DAKOTA COUNTY. If oil-based herbicide is approved for stump treatment, dauber applicator is preferred. Before applying herbicides, first discuss with DAKOTA COUNTY.
- Protection of desirable existing vegetation shall be the responsibility of the CONTRACTOR during woody plant removal and any burning of brush piles. CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation (as agreed upon by CONTRACTOR and DAKOTA COUNTY) will be penalized at a rate of up to $10 per inch-dbh or per stem, whichever is higher.
- Brush stacking: In wooded areas, stack brush (for future burning) in openings where heat will not damage standing tree trunks or branches. Avoid making brush piles on existing native prairie or good quality woodland. Avoid steep slopes. Seek disturbed areas or stumps of cut brush/trees.
- Brush burning: Brush can be stacked and burned at same time as cutting if conditions for burning are suitable. CONTRACTOR is responsible for obtaining all necessary permits for burning brush piles. Any ash from burn piles must be dispersed by CONTRACTOR. In certain circumstances when feasible and agreed upon by CONTRACTOR, DAKOTA COUNTY may request piles be burned in COUNTY provided biochar kilns. Specific instructions will be provided.
- With DAKOTA COUNTY approval, where brush is very small and/or very sparse, it can be cut small (<1" diameter and <3 ft. lengths), scattered, and left lying in woods. However, brush must lie flat, preferably in contact with the soil, and be easy to walk through (defined in the field, as agreed upon by CONTRACTOR and DAKOTA COUNTY).
- Unless determined otherwise by DAKOTA COUNTY, only use heavy equipment for woody removal work on frozen ground.

Non-native herbaceous plants - general specs

- Prevent herbicide drift to adjacent plants.
- Manage all herbaceous species listed in **Herbaceous Exotic Species List** (Attachment D), and all others as detected. Species shall be managed by the CONTRACTOR such that seedset is reduced or eliminated and the ability of the plant to compete with desirable vegetation is greatly reduced. Some species (discuss with DAKOTA COUNTY) will be dealt with aggressively by CONTRACTOR, with a final goal of eradication of these species from the restored areas of this park during the contract period.

Performance Standards

This section outlines the County's expectations regarding specific methods that shall be employed during implementation of restoration, enhancement, and establishment management tasks associated with this Proposal. Deviations from these methods may be allowed if approved by the County in writing.

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
A. Woody removal E. Deadfall Removal	75% payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard. If no piles are created for burning, Contractor will be eligible for full payment (less the 5% retainage). 25% payment (less a 5% retainage) upon completion and achievement of Checkpoint 2	100% of designated stems have been removed and stump-treated with herbicide. Brush has been removed from the site, or stacked in suitable locations for burning (or a combination of all of these).	Any brush piles created for burning are successfully burned. Soils beneath burn piles are prepped and seeded according to County specifications.	- Missed stems will be removed and stump treated with herbicide.
B. Prepare work area and seed	Payment based on completion of work, and achievement of performance standards (less the 5% retainage).	Undesirable species have been adequately controlled and the seedbed has been appropriately prepared prior to seed installation.	No 2nd checkpoint	Missed plants targeted for removal will be mowed prior to seed set and treated at a biologically appropriate time.
C. Seed Installation	Full payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.	100% of areas designated to receive seed have been seeded.	No 2nd checkpoint	If post-seeding results clearly shows areas that were missed, CONTRACTOR will purchase and broadcast additional seed of same mix at their own expense.

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
D. Establishment management	Payment based on completion of work, and achievement of performance standards (less the 5% retainage). Invoices to be submitted to the County up to four times per calendar year per schedule as described under Task "d" Invoicing Schedule	For the growing season following seed installation: For all species listed in Attachments C and D: Less than 5% cover due to set seed within any 100 sq m area. More than 95% of target species on the eradicate list and in Attachments C and D are spot treated with herbicide within any 100 sq m area.	For subsequent growing seasons: Target undesirable weed species (discuss with DAKOTA COUNTY): less than 2.5% of population is permitted to cover due to set seed within any 100 sq. m area. More than 98% cover by of target species is spot treated with herbicide within any 100 sq. m area. (examples of weed species are found in Attachment C, but this is not a comprehensive list).	If mowing results in any clumping, smothering of new growth, or if ruts are formed, CONTRACTOR will CEASE activity until conditions improve. If detriment has already occurred, CONTRACTOR will take measure to mitigate, including re-doing site preparation and seeding if necessary at soonest appropriate time, and mitigating rutting damage.
F. Plant Installation	Payment based on completion of work, and achievement of performance standards (less the 5% retainage).	100% of plants are correctly installed according to county specifications	No 2nd checkpoint	If plants are not installed correctly, CONTRACTOR will purchase an equal number of replacement plants and install correctly.
G. (Alternate) Garlic Mustard and Other Invasive Herbaceous Species Control	Payment based on hours spent managing herbaceous invasive species in unit W2 (less the 5% retainage).	Undesirable species have been adequately controlled	No 2nd checkpoint	Missed plants targeted for removal will be mowed prior to seed set and treated at a biologically appropriate time.

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
H. (Alternate) Woody Invasive Species Control	Payment based on hours spent managing woody invasive species in unit W2 (less the 5% retainage).	Undesirable woody species have been cut and stump-treated with herbicide	No 2nd checkpoint	Missed stems will be removed and stump treated with herbicide.

IMPORTANT NOTE: Any performance standard(s) not met, as determined by the County, shall require correction by Contractor. Method of correction will be discussed with and approved by the County in writing prior to implementation. Corrections shall be implemented by Contractor at Contractor's expense until all performance standards are met.

General Instructions for the Contractor

A. Contact Person

The Contractor's points of contact for this RFP are:

Kyle Barnes

Kyle.Barnes@co.dakota.mn.us

952-891-7507

Dakota County Parks Department

14955 Galaxie Avenue

Apple Valley, MN 55124

B. Questions

Questions regarding this RFP must be submitted by email and must be received no later than 12/10/2026 at 2 pm.

Responses to the questions submitted will be posted on the County's website no later than 12/11/2026 at 4 pm, at Doing Business – Requests For Bids, Proposals and Information: http:/www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx

C. Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by County staff in a written addendum and posted on the County's website at Doing Business – Request For Bids, Proposals and Information: http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx.

No verbal modification will be binding.

D. Examination of Proposal Documents

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

E. Prevailing Wages

This is funded by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). Prevailing wage rates apply.

F. Pre-Contractual Expenses

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

G. Contract Award

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

H. Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

Public Data Requests can be submitted on the County's website: Data Practices Page: https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx

I. Joint Offers

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

J. Dakota County Rights

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

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

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

Submission of Proposals

Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by noon on 12/15/2026 to Email Address: parksbids@co.dakota.mn.us.

Proposal Format

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.

2. All text and exhibits should be succinct and relevant to the RFP requirements.

Proposal Contents

The proposal must include, at a minimum, the following sections:

Letter of Transmittal

The proposal must be submitted on the firm's official business letterhead. The letter is to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Acknowledgment of receipt of RFP addenda, if any;

- Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

Firm Introduction

Provide a brief company history and organizational structure of the firm including an outline of the firm's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, email and telephone number.

Qualifications and Experience

- Reference Projects: Identify at least two similar projects undertaken by the Contractor within the last five (5) years for organizations other than Dakota County. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed.
- Copy of certification of Commercial Pesticide Applicator's license for all of those who may apply herbicide under the duration of the project.
- Copy of certification for burn training for all those that would be on a burn crew
    - Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents)
    - Burn boss has led burns of similar complexity with similar fuel types (ideally, RxB3)
    - Crew leaders must be trained (S130-S190), and certifications must be provided.

Narratives

The submitted proposal will include:

- The proposed methodology, labor costs, and timeline for woody removal and management across units W1, E1, E2, E3, E4, and E5.
- The proposed methodology for seed bed preparation in units W1, E1, E2, E3, E4, E5, and F4.
- Methodology for tracking and communicating work accomplished and ensuring quality control and adherence to the performance standards for all work outlined in this RFP.

Proposal Bid Tab and Proposal Bid Form

The Contractor must provide a detailed budget for the Proposal detailing per acre or per unit rates for Specific Restoration Tasks utilizing the Proposal Bid Tab (separate Excel spreadsheet).

Fill in all lines of the Proposal Bid Form (Attachment A). Use the base proposal from the bid tab to fill in the Base Proposal Lump Sum on the bid form. Both the Proposal Bid Tab and the Proposal Bid Form need to be submitted.

Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with this proposal. See Attachment H: Non-Collusion and Conflict of Interest Statement.

Trade Secret Information

The Contractor must fill out and sign Attachment I: Trade Secret Form.

Responsible Contractor Certificate

The Contractor must fill out and sign Attachment J: State of Minnesota Responsible Contractor Certificate

Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

Contract Terms and General Conditions

Attachment E of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Proposals should indicate the firm's willingness to agree to such provisions.

Registration and Good Standing

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

Proposal Evaluation Criteria

Proposals will be evaluated and the contract awarded according to the following criteria:

Evaluation Criteria	Percent of grade
The cost to satisfy all requirements of the RFP	30%
Performance on previous similar projects: Based on experience/successful delivery of recent similar projects with Dakota County and other organizations	20%
Proposed project approaches submitted in the project narrative	15%
Proposed methods to ensure a quality product delivered on schedule as outlined in the project narrative	15%
Project Team Qualifications: Based on submittals for project management team	10%
Completeness of proposal	10%

The Evaluation Panel will consist of staff and supervisors responsible for the monitoring and management of the County's natural resources. The evaluation panel will evaluate the written Proposal Submittals and score the proposals using the above criteria.

Timeline and Budget

Program Timeline and Extension(s)

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The term of the contract to be awarded under this RFP is anticipated to be upon execution through **June 30, 2028**, but may be adjusted to accommodate unforeseen delays.

- Release: 11/19/2026
- RSVP to Pre-Bid: 12/3/2026 4:00 pm
- Mandatory Pre-Bid Meeting: 12/8/2026 10:00 am
- Questions Due: 12/10/2026 at 2:00 pm
- Responses to Questions Posted: 12/11/2026 at 4:00 pm
- Proposals Due: 12/15/2026 at noon
- Contractor Selection: 12/16/2026
- County Board Approval of Contract: 1/19/2027 (tentative)
- Anticipated Contract Start Date: 2/1/2027
- Contract End Date: 6/30/2028

Budget and Payment

Contractor Budget

Contractor must identify the budget necessary to perform the services identified in the Scope of Services. Contractor budgets should be accurate to meet performance standards. Budget shifts due to poor Contractor performance or misestimation of costs will not be allowable.

Contractor needs to build into the unit rate (per hour/acre/site) their costs for: labor, materials, equipment, and mobilization (including travel time between sites). Hourly tasks will only be billed for time on-site.

Payment for Services

The Owner will make payments as follows:

For most restoration tasks, payments will be made on per unit rates for actual work performed but not to exceed quantity proposed without prior written consent of County Project Manager. Some tasks are paid at COUNTY-designated checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards (see PERFORMANCE STANDARDS section).

Contractor should send invoices to the County no later than two months after task is completed or payment checkpoint is met.

ATTACHMENT A: PROPOSAL FORM

For a complete Proposal, please include all pages of proposal form (1 through 4) fully completed.

PROPOSAL FOR: **DAKOTA COUNTY PARKS NATURAL RESOURCES**

PROJECT: **Spring Lake Park Fischer Trailhead and River Access Restoration**

PROPOSAL OF:_____(full corporate name)

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ FAX:_____

EMAIL:_____

Name of Project Manager Contact: _____

This is a Proposal for Ecological Restoration and Management of the **Spring Lake Park Fischer Trailhead and River Access Restoration** and to furnish all labor and materials in accordance with the attached contract documents, maps and specifications that were submitted with this proposal and upon which this proposal is made. A rate is required for each task.

BASE PROPOSAL LUMP SUM (From Proposal Bid Tab): $_____

Amount in writing: _____

HOURLY RATE for Herbaceous Invasive Species Control in unit W2 (Alternate Task G): $_____

HOURLY RATE for Woody Invasive Species Control in unit W2 (Alternate Task H): $_____

In submitting this Proposal, it is understood that Dakota County reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposals 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.

NOTE: If awarded the Contract, the undersigned agrees that the County, in its sole discretion, may substitute tasks/services/projects in the undersigned's Alternative Proposal for tasks/services/projects in the undersigned's Base Proposal. If the County exercises its right of substitution, it shall provide the Contractor reasonable advanced written notice of the substitution.

By signing this Proposal Form, the Contractor understands and agrees to the terms and conditions set forth herein and in Contract Documents.

Indicate Addenda received: _____

In submitting this Proposal, the undersigned affirms that they are duly authorized to execute this Proposal, that this Contractor has not prepared this Proposal in collusion with any other Contractor in restraint of competition, and that the contents of this quotation as to prices, terms or conditions of said Proposal have not been communicated by the Contractor to any other Contractor engaged in this type of business prior to the official opening of this Proposal.

Please print:

Legal Name of Company:_____

Address:_____

Name and Title of Authorized Agent:_____

Signature:_____

Date:_____

Incorporated in the State of: _____

Federal Tax ID #: _____

Indicate type of company:

_____

(Corporation/partnership/sole proprietorship)

This Proposal Bid Form contains a total of 4 pages:

- the first two pages and
- the next two pages which consist of the Proposal Bid Tab (to be filled out and submitted electronically)

Spring Lake Park Fischer Trailhead and River Access Restoration Proposal Bid Tab

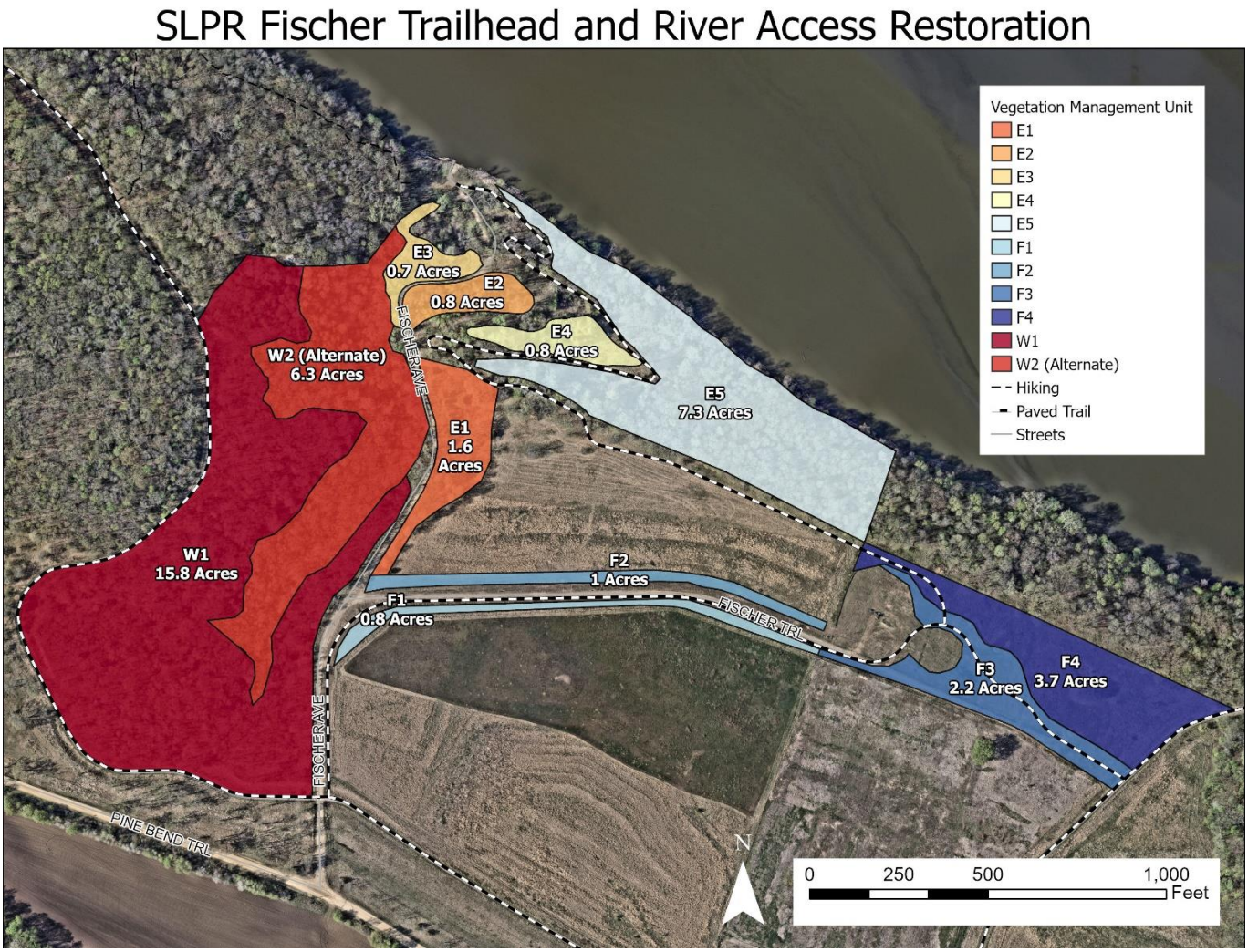
Instructions: Dakota County prefers that bidders use the Excel spreadsheet bid tab for submissions because it enables more accurate calculations by the contractor. This format can be provided at the request of the contractor to the Dakota County Project Manager. Alternately, the contractor can print and fill in the Cost per acre/unit quantity and Total Cost columns for each task and unit in the table below.

Base Tasks					Tabs for annual work unit total cost	
Unit	**QTY**	**Unit**	**Unit Cost**	**Cost**	**2027**	**2028**
Task A - Woody Removal						
W1	15.8	Acre		$ -		
E1	1.6	Acre		$ -		
E2	0.8	Acre		$ -		
E3	0.7	Acre		$ -		
E4	0.8	Acre		$ -		
E5	7.3	Acre		$ -		
Task Subtotal:	**27**	**Acre**		$ -	$ -	$ -
Task B - Prepare Work Area						
E1	1.6	Acre		$ -		
E2	0.8	Acre		$ -		
E3	0.7	Acre		$ -		
E4	0.8	Acre		$ -		
E5	7.3	Acre		$ -		
F4	3.7	Acre		$ -		
W1	15.8	Acre		$ -		
Task Subtotal:	**30.7**	**Acre**		$ -	$ -	$ -
Task C - Seed Installation						
E1	1.6	Acre		$ -		
E2	0.8	Acre		$ -		
E3	0.7	Acre		$ -		
E4	0.8	Acre		$ -		
E5	7.3	Acre		$ -		
F4	3.7	Acre		$ -		
W1	15.8	Acre		$ -		
Task Subtotal:	**30.7**	**Acre**		$ -	$ -	$ -
Task D - Establishment Management						
E1	1.6	Acre		$ -		
E2	0.8	Acre		$ -		

E3	0.7	Acre		$ -		
E4	0.8	Acre		$ -		
E5	7.3	Acre		$ -		
W1	15.8	Acre		$ -		
F4	3.7	Acre		$ -		
F1	0.8	Acre		$ -		
F2	1	Acre		$ -		
F3	2.2	Acre		$ -		
Task Subtotal:	**34.7**	**Acre**		$ -	$ -	$ -
Task E - Deadfall Removal						
E1	1.6	Acre		$ -		
E2	0.8	Acre		$ -		
E3	0.7	Acre		$ -		
E4	0.8	Acre		$ -		
E5	7.3	Acre		$ -		
W1	15.8	Acre		$ -		
Task Subtotal:	**27**	**Acre**		$ -	$ -	$ -
Task F - Plant Installation						
Plug Installation	2000	Plug		$ -		
Task Subtotal:	**2000**	**Plug**		$ -	$ -	$ -
Base Bid Total:				$ -		

Alternate Task Rates:		**Estimated**	**Unit**	**Unit Rate**
Task G - Garlic Mustard and Other Herbaceous Invasive Species Control		as needed	hours	$ -
Task H - Woody Invasive Species Control		as needed	hours	$ -

ATTACHMENT B: Project Maps/Site Access



Supplemental maps of the project site are available by request. Contact Kyle.Barnes@co.dakota.mn.us for information.

ATTACHMENT C: List of Woody Species Designated for Removal

- Remove all. Treat stumps with systemic herbicide:

    - Acer ginnala (Amur maple)
    - Acer platanoides (Norway maple)
    - Acer negundo (Boxelder)
    - Berberis thunbergii (Japanese barberry)
    - Caragana arborescens (Siberian peashrub)
    - Catalpa speciosa (Northern Catalpa)
    - Celastrus orbiculatus (Oriental bittersweet)
    - Eleagnus angustifolia (Russian Olive)
    - Eleagnus umbellata (Autumn olive)
    - Euonymus alatus (Winged euonymus)
    - Frangula alnus (Glossy buckthorn)
    - Lonicera x bella (Showy fly honeysuckle)
    - Lonicera morrowii (Morrow's fly honeysuckle)
    - Lonicera tatarica (Tartarian honeysuckle)
    - Lonicera xylosteum (European fly honeysuckle)
    - Morus alba (White mulberry)
    - Picea abies (Norway spruce)
    - Populus alba (White poplar)
    - Rhamnus cathartica (Common buckthorn)
    - Robinia pseudoacacia (Black locust)
    - Rosa multiflora (Multiflora rose)
    - Sorbus aucuparia (European mountain ash)
    - Ulmus pumila (Siberian Elm)

- Reduce per owner's instruction. Treat stumps with systemic herbicide:

    - Zanthoxylum americanum

NOTE: For non-native species that may be encountered on the project site, but do not occur on this list, consult with County staff for how to address them.

ATTACHMENT D: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
Alliaria petiolata	Garlic mustard	Control aggressively
Arctium minus	Common burdock	Control aggressively
Bromus inermis	Smooth brome grass	Control aggressively
Centaurea stoebe ssp. micranthos	Spotted knapweed	Control aggressively
Cirsium arvense	Canada thistle	Control aggressively
Cirsium vulgare	Bull thistle	Control
Dactylis glomerata	Orchard grass	Monitor. Control if necessary.
Daucus carota	Queen Anne's lace	Control
Echinochloa muricata	Barnyard grass	Control
Elymus repens	Quack grass	Monitor. Control if necessary.
Euphorbia esula	Leafy spurge	Control aggressively
Reynoutria japonica	Japanese knotweed	Control aggressively
Hesperis matronalis	Dame's rocket	Control aggressively
Linaria vulgaris	Common toadflax (Butter & eggs)	Control aggressively
Lotus corniculatus	Birds foot trefoil	Control
Lythrum salicaria	Purple loosestrife	Control aggressively
Medicago sativa	Alfalfa	Control

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
Melilotus alba	White sweet clover	Control
Melilotus officinalis	Yellow sweet clover	Control
Pastinaca sativa	Wild parsnip	Eradicate
Phalaris arundinacea	Reed canary grass	Control aggressively
Phleum pratense	Timothy	Monitor. Control if necessary.
Phragmites australis ssp. australis	Common Reed Grass, non-native subspecies	Eradicate
Poa pratensis	Kentucky bluegrass	Control
Rumex crispus	Curly dock	Control
Saponaria officinalis	Soapwort (Bouncing Bet)	Control aggressively
Securigera varia	Crown vetch	Control aggressively
Setaria spp.	Foxtail grasses	Monitor. Control if necessary.
Solanum dulcamara	Bittersweet nightshade	Control aggressively
Tanacetum vulgare	Common tansy	Eradicate
Torilis japonica	Japanese hedge parsley	Eradicate
Trifolium pratense	Red clover	Control
Trifolium repens	White clover	Monitor. Control if necessary.
Verbascum thapsus	Mullein	Control

This list may not be comprehensive. If more exotic invasive species are found on the site, control them also. Discuss with DAKOTA COUNTY staff methods and goals for control of these species. Some should be controlled more aggressively than others.

ATTACHMENT E: 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).

8. **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.

9. **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)

ATTACHMENT F: INSURANCE TERMS

Contractor agrees to provide and always maintain 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 an acceptable equivalent policy form. Claims-made coverage is acceptable.

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

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

☐ 3. Professional Liability

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

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

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 6. Pollution Liability

Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Pollution Liability insurance shall be written in an amount of at least $2,000,000 per occurrence and aggregate. Pollution Liability shall cover bodily injury, property damage, environmental damage resulting from pollution, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this

contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

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

☒ 7. 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.

☒ 8. 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.

☒ 9. Release and Waiver.

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

Contractor agrees to affect such revision of any property insurance and Workers Compensation policy as may be necessary 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 insurance policy(ies).

Revised: 11/23

ATTACHMENT G: SAMPLE CONTRACT

Dakota County Contract #DCA

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 services for [concise description of services], as identified in the County's Request for Choose an item. ("Choose an item."), dated [date of RFP/RFQ], attached and incorporated as Exhibit 1; and

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

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 services generally described in the Choose an item. and Contractor's Proposal (collectively, "Services").

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

2.3. 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. 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

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

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

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

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

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

3.6. Payment for Unauthorized Claims.

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

B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.

C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.

D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

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

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 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

5. INDEPENDENT CONTRACTOR STATUS

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

6. NOTICES

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

A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or

B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or

D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

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

7. INDEMNIFICATION

7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor 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 delegatees', 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. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

A. Any demand, action, suit, or proceeding against the party providing Notice; or

B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

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

8. INSURANCE

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

9. SUBCONTRACTING

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

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

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

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

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

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

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

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

10. FORCE MAJEURE

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

11. DEFAULT

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

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

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

12. TERMINATION

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

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

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

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

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

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

E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

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

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

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

A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.

B. Complete performance of any work that is not discontinued by the Notice of Termination.

C. Cooperate with County with any transition of Services.

D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.

E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.

F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

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

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

13. CONTRACT RIGHTS AND REMEDIES

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

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

14. AUTHORIZED REPRESENTATIVE

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

To Contractor:	**To the County:**
[Name]	[Name]
[Title]	[Title]
[Street]	[Department]
[City, State Zip]	[Street]
Telephone: [Telephone Number]	[City, State Zip]
[Email Address]	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, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office

Civil Division

1560 Highway 55

Hastings, Minnesota 55033.

15. LIAISON

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

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

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

16. OWNERSHIP OF WORK PRODUCT

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. MERGER

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

19.2. Exhibits. The following Exhibits and addenda (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

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

20. CONFIDENTIALITY

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

20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

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

20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.

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

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

21. 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.

22. CONTRACT INTERPRETATION AND CONSTRUCTION

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

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

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

COUNTY OF DAKOTA	**CONTRACTOR**
	(***I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)***
By: SAMPLE	**By:SAMPLE**
[Name, Title]	**Signature**
[Department]	
Date of Signature: SAMPLE	**SAMPLE**
	Title
	Date of Signature: SAMPLE

Contract Number: DCA

ATTACHMENT H: 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:

- 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
- 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
- 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.

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

V.7 Revised: MMH (06-19)

ATTACHMENT I: TRADE SECRET FORM

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

All responders must select one of the following boxes:

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

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

1. (a) *is a formula, pattern, compilation, program, device, method, technique or process;* ***AND***

   (b) *is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy;* ***AND***

   (c) *derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.*

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

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

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

_____

Authorized Signature Title Date

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

Revised: 6/28/2018

ATTACHMENT J: 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) 01/15

SIGNATURES ON YOUR BID/PROPOSAL/QUOTE RESPONSE (NON-COLLUSION, TRADE SECRET, BID/PROPOSAL/QUOTE FORMS, ETC.) REQUIRE A 'WET' SIGNATURE OR DOCUSIGN ELECTRONIC SIGNATURE. Submit this form as part of the Bid response.