



**REQUEST FOR PROPOSAL: County Park Goat Browsing,
Brush Mowing, and Educational Programming, 2026**

Release Date: 4/10/26

Questions Due: 4/16/26

Proposal Due Date: 1:00 PM CST on 4/20/26

Required Pre-Proposal Site Visit: 9:00 AM CST on 4/15/26

RSVP for Site Visit by 1:00 PM CST on 4/14/26

Submission: Proposals should be submitted electronically to ParksBids@co.dakota.mn.us
before the submission deadline

Dakota County Parks Natural Resources Department
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

For additional information please contact:
Karen Solas

[Email Address: karen.solas@co.dakota.mn.us](mailto:karen.solas@co.dakota.mn.us)

952-891-7829

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Introduction and Program Description

General Background

The Dakota County park system encompasses approximately 6,000 acres of parkland within six regional and county parks: Lake Byllesby Regional Park, Lebanon Hills Regional Park, Whitetail Woods Regional Park, Thompson County Park, Spring Lake Park Reserve, and Miesville Ravine Park Reserve. Our park system offers natural resources-based recreational opportunities to over 700,000 visitors annually.

The Dakota County Natural Resources program has conducted restoration and enhancement activities on over 2,000 acres of parkland. We are committed to protecting this investment by conducting ongoing vegetation management on these acres.

We are currently managing a large number of forested acres on which buckthorn and other undesirable shrubs have been recently removed. These units continue to require intensive management of the shrub layer. The quantity of acres requiring treatment combined with the often short seasonal window in which to conduct herbicide treatments and prescribed burns has prompted us to explore additional alternative options for managing these units.

In the past seven years, we have contracted for goat browsing services within discrete units at four parks (Miesville Ravine Park Reserve, Whitetail Woods Regional Park, Lake Byllesby Regional Park, and Lebanon Hills Regional Park). Through these projects, we have recognized the following needs:

- Due to the high visitation rates at some parks, contractors must be aware of the public interface and be in continual communication with Dakota County project managers.
- Strong cooperation between the grazing contractor and Dakota County can result in increased efficiencies and cost-savings for all parties.

Program Objectives

Dakota County is seeking to partner with a cooperating grazier to conduct season-long browsing of woody shrubs by goats on approximately 78 acres of parkland at two different parks in 2026. We anticipate that each unit will be grazed 1-2 times during this period. Additionally, we request contractors to provide alternate quotes for brush mowing of paddock areas that have a slope of less than or equal to 20%; and hand cutting brush in areas with a slope of greater than 20%. At Lebanon Hills' Retreat Center, these areas amount to approximately 19 acres to be mowed and 12 acres to be hand cut. At Whitetail Woods Regional Park (WWRP), these areas amount to approximately 29 acres to be mowed and 18 acres to be hand cut. We also request contractors to provide an hourly rate for educational/public programming.

Scope of Services

The Contractor will provide goats, transportation, fencing materials and installation (including fence lane preparation), veterinary care, health/fence checks, supplemental water, and site evaluation assistance for approximately 8 months between May 7 and December 31, 2026 (preferred end date by November 30, 2026).

Site Details

Lebanon Hills Regional Park (LHRP) – Retreat Center

Lebanon Hills Retreat Center is located at the northwest corner of Pilot Knob Road and McAndrews Road in Apple Valley. A locked gate off McAndrews Road restricts vehicle access to the Retreat Center and grounds. The space is available by reservation only. Pedestrian access to the area (via informal trails from adjacent residential areas) is not restricted.

Total Unit Acres:

31.1 acres total

Retreat Center North – 15.9 ac

Retreat Center South – 15.2 ac

Staging and Access:

The North and South units are bisected by a dirt hiking trail and bounded by a paved park road along much of the exterior perimeter. Large staging areas are available in parking lots on the east and west sides of the paved loop.

Water Sources:

The South unit contains a natural water source. There is no natural water source in the North unit. The outdoor classroom and Retreat Center have ¾” garden hose connections. Coordinate with the Project Manager on winterization schedule and water key access.

Paddock Layout and Browse Timing Considerations:

- The unpaved east-west trail bisecting the North and South paddocks connects the Retreat Center to an outdoor classroom and small parking lot. This trail and outdoor classroom must remain open and accessible at all times (temporary closure to facilitate paddock rotation is acceptable but must be coordinated with the Project Manager).
- The southern boundary of the South Unit abuts research plots studying the effects of various buckthorn management techniques. It is vital that the fence follow the mapped boundary exactly.
- Due to park use by summer camp students and park closure for a fall deer hunt, goat grazing cannot occur at this park can between the following date ranges: June 10-21, July 1-August 14, and November 16-November 25, 2026 (Dates are approximate and may change slightly, final dates will be provided to Contractor by contract start date).
- Contractor must work with project manager to select date(s) when mowing will not disturb programming.
- The Contractor may wish to consider double fencing around the following locations to further limit interactions between the public and goats:
 - North and South Units - The Retreat Center turf lawn area
 - South Unit - The outdoor classroom area

Management History:

South Unit – 2 bouts in summer 2022, 1 bout in spring 2023, 2 bouts in summer and fall 2024, 2 bouts in summer 2025, forestry mowed in summer 2025

North Unit – 2 bouts in summer 2022, 1 bout in spring 2023, 2 bouts in summer and fall 2024, 2 bouts in summer 2025, forestry mowed in summer 2025

Whitetail Woods Regional Park (WWRP)

Whitetail Woods Regional Park is located 6 miles south of Rosemount, southeast of Robert Trail and 170th St W. While park visitation is relatively low, this unit is the most accessible to the general public due to several trails running around and through the units.

Total Unit Acres:

47.1 acres total

North of Empire Lake:

WWRP B – 5.7 ac

WWRP C – 6.8 ac

South of Empire Lake:

WWRP D – 11.4 ac

WWRP E – 10 ac

WWRP F – 5.4 ac

WWRP G – 6.8 ac

Staging and Access:

Access to the units is via a combination of dirt and paved trails. Please note that the vehicle weight limit on the trail over the pond berm is 19,500 pounds (see map). No vehicles may be driven over boardwalks.

Water Sources:

Units C and D are the only units that have access to natural water sources (Empire Lake). The main shelter and camper cabin restrooms have ¾" garden hose connections. Coordinate with the Project Manager on winterization schedule and water key access.

Paddock Layout and Browse Timing Considerations:

- The paved trail running around the lake cannot be closed, except temporarily to facilitate movement between paddocks.
- The unpaved trails in Unit D can be closed if necessary, however other unpaved trails (Units E, F, G) cannot be closed.
- Work with the Project Manager to coordinate timing of work in Unit D around snapping turtle nesting season and/or to create a mitigation plan to protect turtles from electrified fences. Review proper snapping turtle handling procedures with Project Manager prior to fencing Unit D.
- Unit D will likely only require one browse in 2026.

Management History:

Units B and C – Prior forestry mowing and tree removal (~2019-2021), reed canary thatch removal in 2024, one bout in mid/late summer 2023, 2 bouts in summer/fall 2024, 2 bouts in summer/fall 2025.

Unit D – Main/eastern portion has seen active woody management since ~2018 including an initial removal with chainsaws, follow up foliar treatments, growing season brush hog mowing, and two prescribed burns. Two summer browses in 2022, one summer browse in 2023, two browse events in 2024, 2 bouts in summer/fall 2025. The shoreline/western arm of the unit did not receive the same level of management and is slightly brushier.

Units E, F and G - Active woody management since ~2018 including an initial removal with chainsaws, follow up foliar treatments, and two prescribed burns. Two bouts in summer 2022 and 2023, two bouts in 2024, 2 bouts in summer/fall 2025.

Contractor Responsibilities

Goat Requirements:

- Restoration will be conducted using prescribed grazing with Boer, Boer-cross, Spanish, Savanna, Kiko, or similar meat goat breeds. Standard size dairy goats may be added but may not constitute more than half of the goat herd.
- No long-haired or miniature goat breeds can be used.
- Goat herds must be comprised of mixed-aged goats.
- The goat herd cannot contain new goats that are not fence trained.
- Number of goats supplied by the Contractor may vary, but density of goats must be high enough to achieve brush suppression, and a minimum of 65 goats must be maintained. Project manager may request additional animals, or reduction of animal numbers, to reach management goals. The Contractor will include the number of goats they will provide in this proposal.
- No chemical de-worming of goats can be conducted on site. Further, all chemical deworming must be completed a minimum of two weeks prior to goats being brought to the site.
- Water for the goats must be provided on site at all times. Site-specific information on water access is found within the site descriptions.

Grazing:

- Depending on vegetation densities and regrowth rates, the expectation is that each paddock will experience at least two grazing events during the growing season. The Project Manager and Contractor can mutually agree to modify this plan as needed.
- The target defoliation for each event is approximately 85%. The Project Manager and Contractor can mutually agree to a lower rate as needed and particularly within paddocks where escapes are undesirable.
- The Project Manager and Contractor will work closely to determine the length of each grazing event.
- Return interval: The timing of the second (and third as applicable) grazing events is dependent on the rate of regrowth. A minimum of three weeks of rest between grazing bouts is preferred. However, the time interval between grazing events may be altered by the Contractor with approval from the Project Manager.
- Determining the initial paddock size and stocking rate will be the responsibility of the Contractor. The Project Manager reserves the right to modify paddock size, stocking rate, return interval, or defoliation target based on site conditions and vegetation response.
- Desirable tree and brush species are present within the project area, and it is understood by the Project Manager that these other species will likely be impacted by prescribed grazing even though they are not the target species.

Fencing:

- Some sites are naturally divided into paddocks by existing trails, some are larger units that can be further divided into paddocks. See site descriptions and maps for further details.
- The Contractor is required to provide enough electric mesh fencing to enclose a minimum of one paddock at a time. The Contractor will include a map or description of proposed paddock sizes, approximate fencing lengths and locations in this proposal.
- At Contractor's discretion, double-fencing may be used along some paddocks to ensure safety of goats and park visitors.

- The electric mesh fence must be a minimum of 35" tall and contain a minimum of 8 horizontal strands (7 conductive), with vertical struts or strings a minimum of every 12".
- With most electric mesh fence, the fence posts are built in and situated every 12.5'. Additional step-in posts may be needed to help support the fence on the uneven terrain found on site. If the mesh fence style used by the Contractor does not have built in fence posts, then posts must be provided by the Contractor and placed a minimum of 12.5' apart.
- The Contractor is required to provide a 12-volt, deep cycle battery to provide electricity to the fence as there is no on-site electricity available.
- The Contractor is required to provide an electric fence energizer with solar power capacity for recharging the battery. The solar panel wattage should be large enough to meet the joule output to power the fence.
- The Contractor is required to provide grounding rods to ensure energy supply to the fence. A rule of thumb for grounding rods is to use 3' of grounding rods for every joule of output from the energizer.
- All equipment for powering and grounding the fence must be inside the paddock fence. This includes batteries, solar panels, fencers and grounding rods.
- The Contractor is responsible for maintaining the fence such that it is fully operational at all times (clearing fallen branches and other debris, righting fallen posts, etc).
- Electric fence caution labels shall be in good condition and visible per the specifications below:
 - Within 10 feet of the start/end of a trail
 - Within 10 feet of every trail intersection
 - Every 100 feet when the fence borders a trail, turf grass or other publicly accessible area
 - Dakota County reserves the right to request additional labels in higher traffic areas or near intersections
- Dakota County will provide up to five interpretive signs (sandwich boards, lawn signs or similar) to inform the public about the project. The Contractor will move these signs in tandem with the electrified fence so that they remain along trails and in proximity to the active paddock.
- The Contractor will supply at least two signs placed in highly visible areas adjacent to each paddock with the company logo and a 24-7 phone number that can be used by the public in case of emergencies and escapes.

Fence Lanes and Fence Installation:

- The Contractor will need to cut brush and herbaceous vegetation on portions of each site to allow placement of paddock fencing. See site descriptions for site-specific information.
- All employees will wear manufacturer-required PPE at all times when operating equipment (chaps, helmet, hearing, foot and eye protection, etc.)
- No native trees will be cut without the express permission of the Project Manager.
- No permanent or hard fences may be established.
- Fencing must be removed when the goats are removed from the site.
- Brush and other debris that falls onto trails as a result of fence lane clearing must be removed from the trail and mow strip.
- Any damage to park property, including rutting of trails, must be repaired immediately and at the Contractor's expense.

Site Visits:

- The Project Manager and Contractor will work closely to coordinate site visits and health checks per the following schedule:
 - Lebanon Hills Site: The Contractor will evaluate site conditions and animal health a minimum of twice per week.

- Whitetail Woods Site: The Contractor will evaluate site conditions and animal health a minimum of three times per week.
- Additionally, Dakota County will coordinate volunteers and staff to check on the fence and animals as available. Volunteers will not be expected to enter paddocks or manipulate the fence in any way, so health checks, water tank evaluation, etc. will be limited to what can be seen from outside the paddock fences.
- The Contractor will respond to the site within 2 hours to address any issues identified by County staff or volunteers (downed fence, etc.).
- In the event of a goat escape, the Contractor will inspect and clean goat droppings off any surfaces used by park visitors such as picnic tables and sidewalks.

Mobilization and Communication:

- Project Manager and Contractor will remain in close communication throughout the contract period. The following communication checkpoints and timelines will be observed:
 - Weekly formal project check-ins by Contractor (by phone, email, or site visit. Schedule to be determined by mutual agreement).
 - For mobilization between sites (Whitetail Woods, Lebanon Hills Retreat Center)
 - Approximately one week prior to mobilization to a new site: Contractor and Project Manager determine the next site and paddock.
 - Approximately 24 hours before mobilizing to a new site: Contractor notifies Project Manager, provides an approximate window.
 - When goats are being loaded/in transit to the new site: Contractor confirms move with Project Manager via phone or text.
 - For rotation between paddocks:
 - Approximately 12 to 24 hours prior to moving to a new paddock: Contractor will notify Project Manager.
 - Immediately after goats have been relocated to a new paddock: Contractor will notify Project Manager.
- Dakota County anticipates significant public interest in this work and expects to facilitate at least two public educational programs about goats and natural resource management during the contract period. We request that the Contractor participate in developing content and presenting at public events to the extent possible. *The Contractor will provide a per person hourly rate for preparing for and attending public events. The specific work plan will be developed in cooperation with the Project Manager.*
- Any vehicles used on trails within the parks must be clearly labelled with the Contractor's company name. If needed, Dakota County will provide a single generic "Contractor" vehicle magnet to be returned at the end of the contract period. Additional vehicle magnets may be purchased by the Contractor from Dakota County's vendor at the Contractor's expense.

Project Changes

- The Project Manager may request goats be moved to a new location not specified in this RFP due to faster-than-anticipated defoliation of work units or other unforeseen circumstances. We ask that the Contractor provide a mobilization charge and an hourly rate for fence-lane preparation/paddock set-up in the event that additional work units are requested.

Bid Alternates: Brush Mowing and Hand Removal

Contractors are requested to provide alternate bids for conducting a summer buckthorn mowing removal at each of the goat units. Contractors are asked to provide a per-acre rate for mowing areas with less than or equal to a 20% slope, as well as a per-acre rate for hand removal of brush on areas with a greater than 20% slope. Contractors should describe equipment they would use and a narrative about

how they would prevent damage to soils given their proposed method and equipment. Note that mowing and goat browsing areas have different extents at the Lebanon Hills Retreat Center, and boundaries need to be followed exactly in order not to disturb ongoing buckthorn study transects. Dakota County will provide Contractor with live PDF maps and will use colored flagging to assist the Contractor in mowing and browsing the correct areas.

Brush mowing specifications

- For designated areas with less than or equal to a 20 percent slope, Contractor will conduct critical period brush mowing using a skidsteer-mounted rotary brush cutter or similar equipment after the first round of goat browsing and prior to the second round of goat browsing. This mowing shall occur between June 21 and July 1, 2026. Contractor must work with Project Manager to schedule mowing at the Lebanon Hills Retreat Center on day(s) when it will not disturb park group activities. Contractor will supply a per-unit per-acre rate for this task. Contractor needs to build into the rate their costs for: labor, materials, equipment, mobilization, and piling of cut material into brush piles to be burned.
- For designated areas with a slope greater than 20 percent, Contractor will remove buckthorn and other invasive woody brush by hand after the first round of goat browsing and prior to the second round of goat browsing. This removal shall occur between June 21 and July 1, 2026. Contractor will supply a per-unit per-acre rate for this task. Contractor needs to build into the rate their costs for: labor, materials, equipment, and mobilization.
- 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 is regulated.

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.
 - 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.
 - 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.

Non-native woody plants

- Cutting method: Cut stems as close to the ground as possible—not to exceed 2” from the ground. Stems shall be cut flat.
- 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.

- With Dakota County approval, brush can be cut small (<1” diameter and <3 ft. lengths), scattered, and left lying in woods. 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).

Trail use/closures:

Contractor shall work with the County to ensure minimal disruption to park users due to restoration activities. Contractor will perform a visual inspection at the end of each work day. All trails and 2 feet on either side of trail must be clear of woody debris. County shall provide temporary trail closure signage, which Contractor will be responsible for. Contractor shall relocate and move trail closure signage as necessary to maintain trail access to the fullest extent possible. No trail closures are permitted on weekends or holidays. All trail closures must be communicated to Project Manager a minimum of 24 hours in advance.

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 dispose 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.

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.
- 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 the County) will be penalized at a rate of up to \$10 per inch-dbh or per stem, whichever is higher.
- With 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 the County).

Schedule

- Anticipated Start: Between May 1 and May 30, 2026
- Anticipated End: December 31, 2026 (preferred end date by November 30, 2026)
- Total Days: Approximately 240 days

General Instructions For Contractor

Contact Person

The Contractor's sole point of contact for this RFP is:

Karen Solas, Natural Resources Specialist

Dakota County Parks Department

14955 Galaxie Avenue

Apple Valley, MN 55124

[Email Address: karen.solas@co.dakota.mn.us](mailto:karen.solas@co.dakota.mn.us)

Phone: 952-891-7829

Fax: 952-891-7588

Questions

Questions regarding this RFP must be submitted by email and must be received no later than 4/16/26.

Responses to the questions submitted will be posted on the County's website no later than 4/17/26, at Doing Business Request For Bids, Proposals and Information:

<http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>

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.

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.

Prevailing Wages

This is not a state-funded project, so prevailing wage requirements do NOT apply.

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.

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.

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>

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.

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 Proposal

Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by 1:00 PM CST on (4/20/26) to: 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:

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

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

Identify at least four similar projects (on public land, with significant public interface) 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.

Work Plan and Budget for Scope of Services

The Contractor's proposal must demonstrate the Contractor's understanding of the Project and Scope of Services as described herein. The Contractor's proposal must include a clear description of the methods or processes to be used to complete each item in the Scope of Services. In addition, the Contractor must include a preliminary Work Plan that details tasks, timelines, and work products if different or supplemental to the Scope of Services. For this proposal, assume work can begin on or shortly after May 1, 2026. The selected Contractor will work with the County to make any necessary adjustments to the Work Plan as determined by the County, in consultation with the Contractor, during the contract period.

This section should include the following information:

1. Proposed number of goats per paddock acre for each unit (minimum 65 goats). Include breed and age information.
2. A map or written description of proposed paddock sizes, approximate fencing lengths and locations. It is understood by the Project Manager that this is subject to change based on topography, vegetation, herd size, and other site factors. The maps provided within this solicitation can be annotated with this information and submitted with the proposal.
3. Contractor's proposed methodology for ensuring quality control and adherence to 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. The budget should include

1. Mobilization rate, by site (Lebanon Hills Retreat Center, Whitetail Woods Regional Park) per mobilization.
2. Fence lane preparation costs, by unit per mobilization.
3. Cost per goat per day.
4. Approximate number of browsing days.
5. Hourly rate for preparing for and assisting with interpretive events (presented in partnership with Dakota County's Outdoor Education and/or Natural Resources team). Interpretive events will be scheduled with at least three weeks' notice and the Contractor may bill for travel and set-up time.
6. Mobilization cost and paddock preparation hourly rate for additional unspecified units.
7. Any additional project costs (itemized).

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.

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.

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 May 6, 2026 through December 31, 2026, but may be adjusted to accommodate unforeseen delays.
 4. Release: April 10, 2026
 5. RSVP for pre-bid meeting: April 14, 2026
 6. Required pre-bid meeting: April 15, 2026
 7. Questions Due: April 16, 2026
 8. Responses to Questions Posted: April 17, 2026
 9. Proposals Due: 1:00 PM CST on April 20, 2026
 10. Contractor Selection: April 21, 2026
 11. Contract execution expected by: May 6
 12. Anticipated Contractor Start Date: May 7, 2026
 1. Contract End Date: December 31, 2026

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). With the exception of educational programming, hourly tasks will only be billed for time on-site.

Payment for Services

The Contractor shall submit a proposal based on the budget line items outlined within their proposal and reimbursables up to a maximum not to exceed total for all work within the scope of the project.

Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. County staff will have the right to inspect the Program timesheets and work logs. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of Program completed. County staff, at staff’s option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the Program.

Total cost. The cumulative contract maximum including contract extension terms will not exceed \$100,000 from the start of the contract.

Proposal Evaluation Criteria

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

Table 1

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 (specifically, high traffic park settings)	20%
Project understanding and proposed project approach as described in the workplan	20%
Quality control: Based on proposed methods to ensure a quality product delivered on schedule	10%
Project Team Qualifications and Expertise: 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. If deemed necessary, the Evaluation Panel may conduct interviews with the top scoring firms.

ATTACHMENT A: PROPOSAL BID FORM

PROPOSAL FOR: DAKOTA COUNTY PARKS NATURAL RESOURCES

PROJECT: County Park Goat Browsing, Brush Mowing, and Educational Programming, 2026

PROPOSAL OF: _____

(full corporate name)

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL _____

Name of Project Manager Contact: _____

This is a Proposal for Vegetation Management throughout **Whitetail Woods Regional Park** 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.

NOTICE TO CONTRACTORS: Preliminary task estimates have been made in the Anticipated Schedule section for evaluation purposes only. This estimate is not to be interpreted as any form of a commitment to an agreed-to quantity of work. Contractor will be paid for actual hours/acres of work on the site which may be more or less than the estimates provided. The cumulative contract maximum including contract extension terms will not exceed \$100,000 from the start of the contract.

BASE TASK RATE PROPOSAL: Hourly, daily, per acre, or lump sum rates to provide all work required per attached quotation documents. (Use Tables 6-9 below for Task Rate Estimates)

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

Amount in writing: _____

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.

CONTRACT TERM: The cumulative contract payments will not exceed \$100,000 from the start of the contract. The contract term begins on (May 7, 2026) and goes through (December 31, 2026).

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).

Page 2 of 4 of Proposal Form

County Park Goat Browsing, Brush Mowing, and Educational Programming Proposal Bid Tab

NOTICE TO CONTRACTORS: Preliminary task estimates have been made in the Scope of Services section for evaluation purposes only. This estimate is not to be interpreted as any form of a commitment to an agreed-to quantity of work. Contractor will be paid for actual hours/acres/days of work on the site which may be more or less than the estimates provided. The cumulative contract maximum including contract extension terms will not exceed \$100,000 from the start of the contract.

Instructions: Use the tables below for each Cost per acre/unit quantity and Total Cost columns for each task and unit in the table below.

Table 2

Task	Lebanon Hills Retreat Center	Whitetail Woods
Base mobilization fee (per park per mobilization)	\$	\$
Paddock set-up costs per bout (including fence lane preparation, fence installation, etc.)	Hours	\$
Mobilization and Paddock Prep Subtotal:		

Table 3

Goat Costs	
Cost per goat per day (minimum 65 goats)	\$
Approximate proposed number of goat days (number of goats * number of anticipated browsing days)	#
Goat Subtotal	\$

Table 4

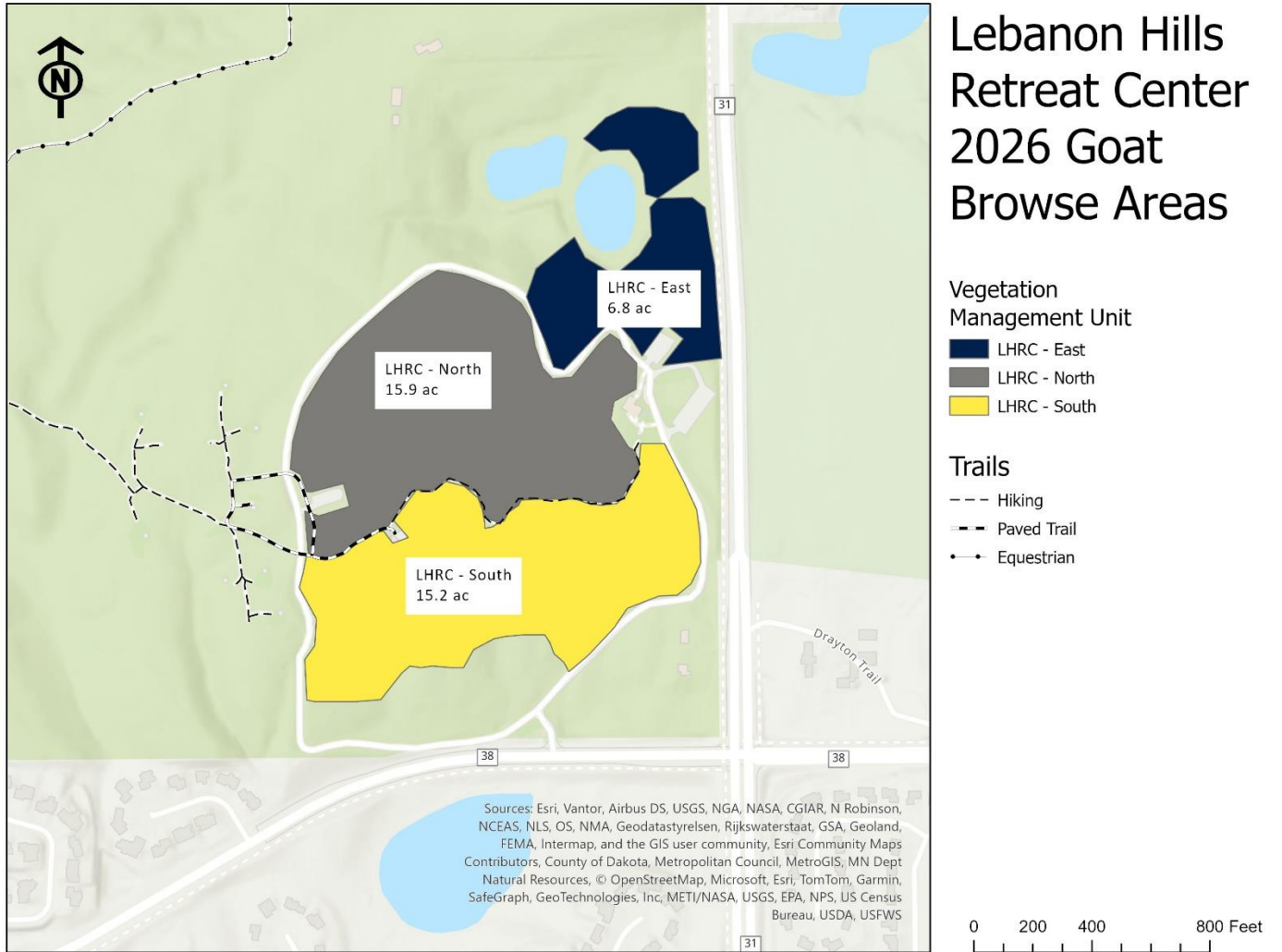
Alternate Tasks	Unit	Cost
Brush mowing (slopes less than 20%)	acre	\$
Hand brush removal (slopes greater than 20%)	acre	\$
Educational/public events	hour	\$

Table 5

Additional Rates to Cover Unforeseen Circumstances	Cost
Base mobilization fee (per mobilization to site)	\$
Hourly rate for fence lane preparation/paddock set-up	\$
Additional project costs (attach itemized list to proposal)	\$

ATTACHMENT B: PROJECT MAPS/SITE ACCESS

Lebanon Hills Retreat Center



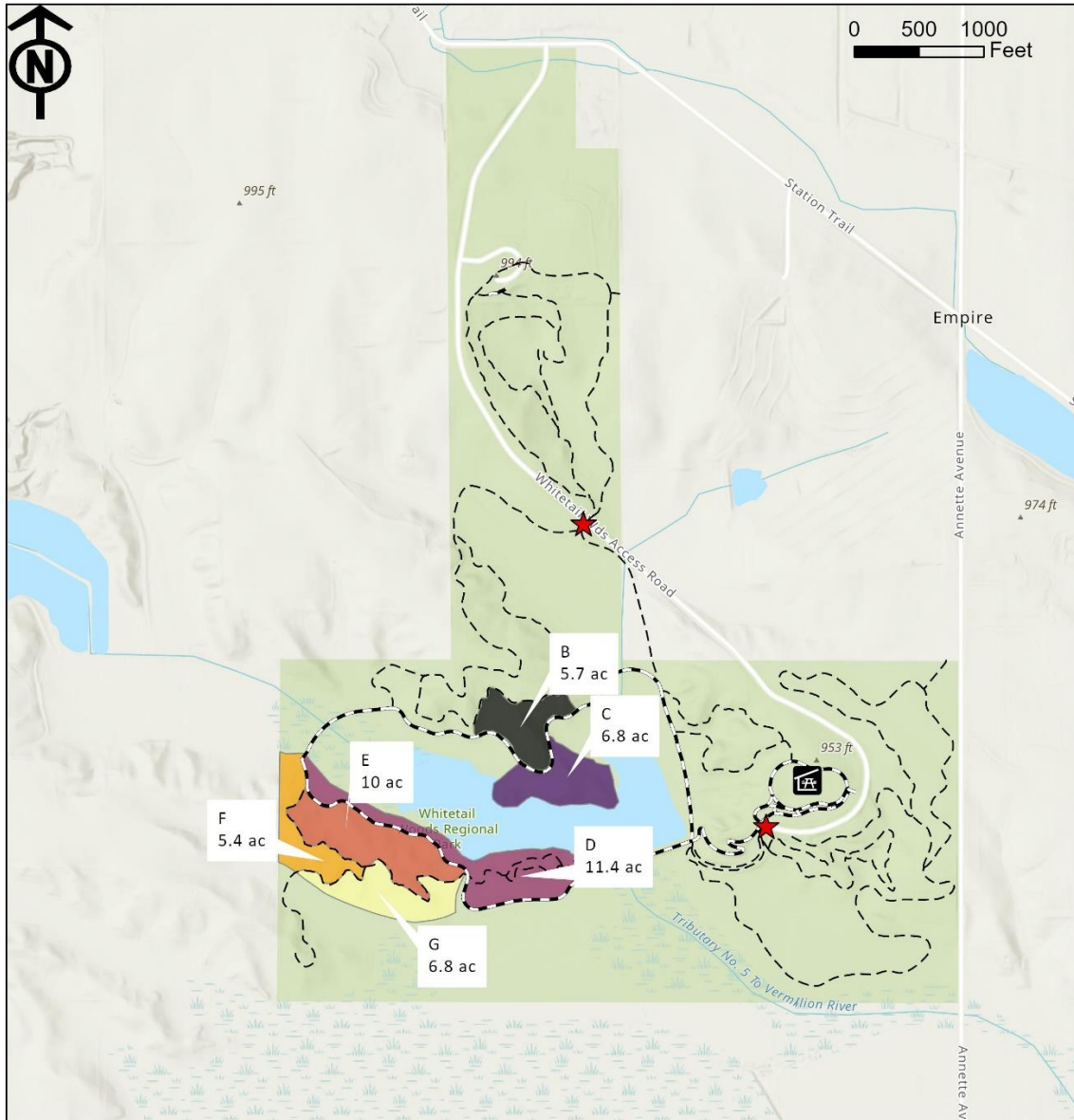
Whitetail Woods Regional Park

Whitetail Woods 2026 Goat Browse Areas

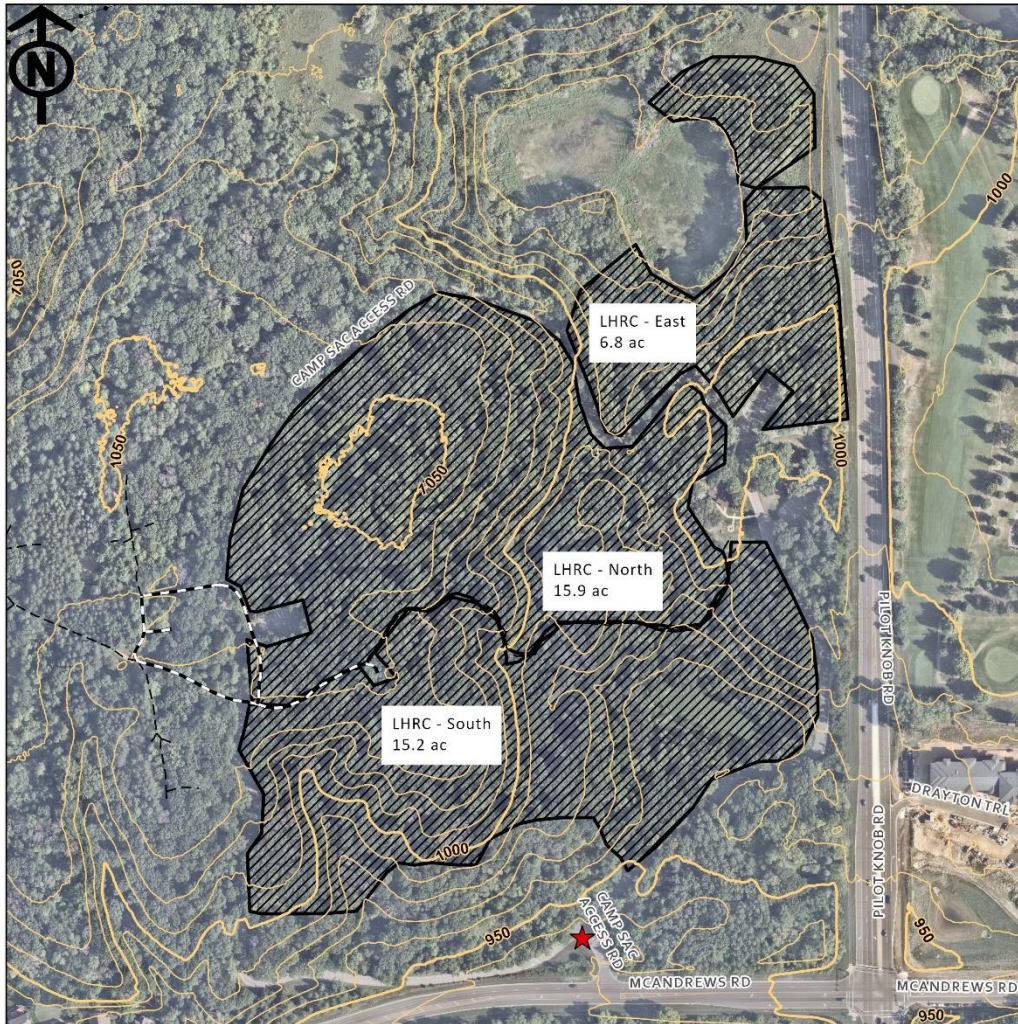
- Goat Browse Areas
- B
 - C
 - D
 - E
 - F
 - G

- Access
- ★ Access

- Amenities
- Shelter - Sun, Picnic Shelter
- Trails
- - Hiking
 - ▬ Paved Trail



Brush Mowing Lebanon Hills Retreat Center



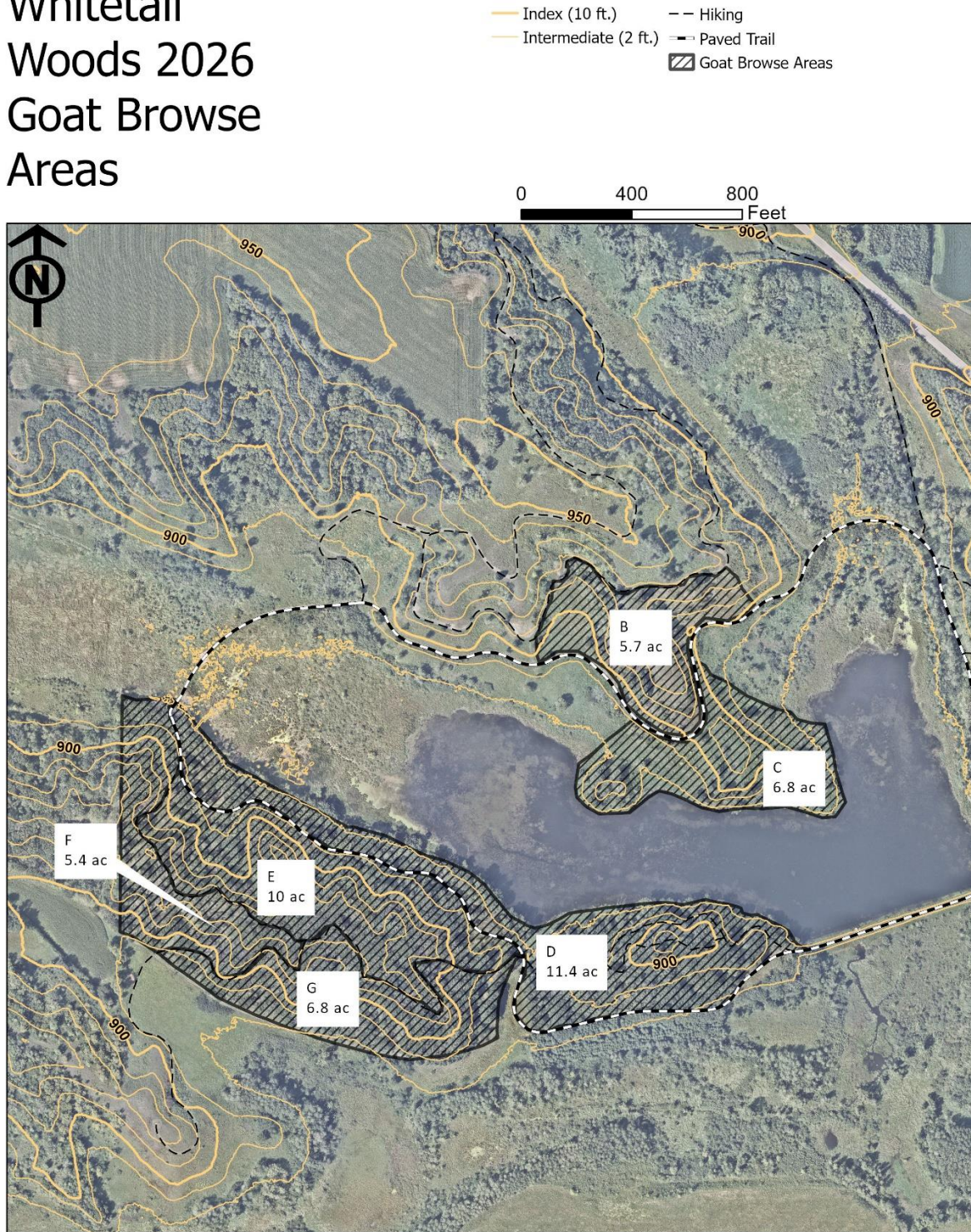
Lebanon Hills Retreat Center 2026 Goat Browse Areas

- ★ Access
- Hiking
- Paved Trail
- Equestrian
- Index (10 ft.)
- Intermediate (2 ft.)
- ▨ Goat Browse Areas - LHRC

0 100 200 400 Feet

Brush Mowing Whitetail Woods

Whitetail Woods 2026 Goat Browse Areas



ATTACHMENT C: 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 D: 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 is 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 E: 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 equipment and services, labor, and materials for [concise description of services], as identified in the County's Request for Choose an item. (Choose an item.) dated [date of RFP/RFQ], attached and incorporated as Exhibit 1.

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

This Contract is effective and enforceable [on of the date the last party executes this Contract or a specific/future date] (“Effective Date”) and expires on [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Contract.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor's [quote/bid/response] (collectively, “Services”).
- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in Exhibits 1 and 2. Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10

calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.

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

3. PAYMENT

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

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

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

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

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

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

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

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, codes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as **Exhibit Attachment [and Section G-24 in Exhibit 1] [(Parks) and Section G-18 in Exhibit 1]**. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

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

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

4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

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

[Write Intentionally Omitted for 4.5 if Inapplicable]

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

[Select one bullet-point & delete the others]

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.
- [List Specific Deliverables]

- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

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

5. INDEPENDENT CONTRACTOR STATUS

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

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

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

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
 - A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service, with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email

server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

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

7. INDEMNIFICATION

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

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

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

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

- 7.2. Limitations. [**Only use if contract is for building or construction:** Contractor's obligation to indemnify or hold harmless the County, its officers, agents, and employees for liability or claims of liability arising out of bodily injury to persons or out of physical damage to tangible or real property shall apply to the extent such damages and injury are attributable to the negligent acts or omissions of Contractor, or Contractor's independent contractors, agents, employees, or delegateses.] This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Contract.

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

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

- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.
- 7.5. The language used in this section shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.
- 7.6. [Parks G-paragraph: The provisions of Section G-6 of Exhibit 1 supplement, but do not displace this paragraph.]

8. **INSURANCE**

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

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

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

9. **SUBCONTRACTING**

- 9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors identified in Contractor's [quote/bid/response] or as permitted by the County in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its Subcontractors.
 - B. All Subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Contractor must provide such Notice no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. §471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. **FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a Default giving rise to the right to terminate for cause unless and until Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the Default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified Default. If an opportunity to cure is given, it must be specifically described in the Notice of Default.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified Default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. The County may terminate this Contract without Cause by providing 30 calendar days' Notice of Termination to the Contractor.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
 - A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 1.3. 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.

- 1.4. 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.
- 1.5. 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.
- 1.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor for Services satisfactorily performed in accordance with section 3.3 of this Contract.
- 1.7. Effect of Termination for Cause or without Cause.
 - A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform, the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 3 or Exhibit 1; Attachment] [(Parks) and Section G-18 in Exhibit 1] (Standard Assurances) and the indemnity provisions of section 7.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS/REMEDIES

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the

Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

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

To the Contractor:

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

To the County:

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

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

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

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

15. LIAISON

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

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

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

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

16. OWNERSHIP OF WORK PRODUCT

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

additional consideration, all right, title, and interest throughout the universe in and to the Works, including all copyrights therein.

17. AMENDMENTS

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

18. SEVERABILITY

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

19. WARRANTY

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

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

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

20. MERGER

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

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

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

21. CONFIDENTIALITY

- 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 a 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 is available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

22. ELECTRONIC SIGNATURES

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

23. CONTRACT INTERPRETATION AND CONSTRUCTION

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

24. WAGE WITHHOLDING TAX

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

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

COUNTY OF DAKOTA

CONTRACTOR

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

By: SAMPLE
[Name, Title]
[Department]

By: SAMPLE
Signature

Date of Signature: SAMPLE

SAMPLE
Title

Contract Number: C00

Date of Signature: **SAMPLE**

Dakota County Board Resolution:

ATTACHMENT F: 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.

ATTACHMENT G: 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