



REQUEST FOR PROPOSAL

Lebanon Hills Regional Park Vegetation Management 2025

Release Date: 8/1/25

Proposal Due Date: 1:00 PM on 8/15/25

Dakota County Parks Natural Resources Department
Western Service Center
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INTRODUCTION AND PROGRAM DESCRIPTION

A. General Background

Dakota County proposes to hire a natural resources restoration contractor to manage native plant communities throughout the sites identified in this solicitation. Contractor will be responsible for removing invasive species, installing native plant material, and utilizing natural processes such as prescribed burns to maintain and improve the ecological quality of restored areas in the park.

LHRP is located within the St. Paul Baldwin Plains and Moraines ecological subsection, and consists of 1,961 acres of natural area comprised of a matrix of glacial moraine hills, plains, and kettle-hole lakes and ponds. Soils are generally dry and sandy, but hydric soils occur also. The dominant land cover types at the time of pre-settlement would have been primarily oak forest, shallow lakes and wetlands, and prairie/savanna. Land use prior to park purchase was dominated by agriculture. The park was established in 1967 and expanded since then.

B. Program Objectives

Dakota County proposes to hire a vegetation management contractor to manage invasive and undesirable vegetation throughout restored project areas in LHRP. Prairie/Savanna management units that are identified in the RFP (unit numbers beginning with 10xx) will require a minimum of 3 site visits per year (unless otherwise directed by the County) where the Contractor will spot mow and/or spot spray undesirable vegetation as needed. County staff will provide specific management instructions as the need arises for the Woodland units (unit numbers beginning with 15xx). Other tasks that Dakota County will be asking the Contractor to perform on an as-needed basis include: prescribed burning, herbicide application in other locations, restoration site preparation, establishment mowing, seeding, hand weeding, planting, watering, forestry mowing, and tree/brush removal.

The submitted proposal will include a narrative detailing the proposed methodology, labor costs and timeline for the McDonough Prairie Enhancement outlined in the Specific Restoration, Enhancement and Establishment Tasks section (Task V). Use tasks A-U listed in the Specific Restoration, Enhancement and Establishment Tasks section to formulate the proposal for Task V. Narrative shall also include Contractor's proposed methodology for ensuring quality control and adherence to performance standards for all work outlined in this RFP.

SCOPE OF SERVICES

A. Task Estimates

Preliminary task estimates have been made for Base Proposal Tasks 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 below, but not to exceed the quantities proposed without prior written consent from the County Project Manager. The County, in its sole discretion, may substitute tasks/services/projects in the Contractor's Alternative Proposal for tasks/services/projects in the Base Proposal. If the County exercises its right of substitution, it shall provide the Contractor reasonable advanced written notice of the substitution.

Base Tasks:	Estimated	Unit
A) Spot Herbicide Application	950	hours

B) Spot Mowing	400	hours
C) Hand Weeding	50	hours
F) Prescribed burning (Prairie/Savanna)	38.03	acres
G) Prescribed Burning (Woodland)	62.1	acres
I) Hand Seeding	25	hours
J) Broadcast Seeding	17	hours
P) Brush Removal	20	Acres
U) Fall foliar herbicide application (primarily buckthorn and honeysuckle)	30	acres
V) Special Project		

B. Project Specifications

Use of the Site

The existing buildings, structures, and trails on the site will be open and fully occupied by the Owner during the entire project period unless otherwise coordinated with Project Manager. Contractor will fully coordinate all work with the Project Manager. The Contractor shall conduct his or her operations so as to permit safe and unimpeded access to all existing building and trails. Walks, driveways, entrances and hallways and all other areas to be used by the Owner and the public shall be maintained in a safe condition and shall be kept free and clear of Contractor equipment, materials and debris. All damage to existing grading, pavements, unpaved park trails, structures, landscaping and sod will be repaired and fully restored to prior condition upon project completion.

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

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

Trail use/closures: The 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 disposed of offsite.
 - The Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles,

barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

Herbicide and Applicators

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

Non-native woody plants – general specs

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

- Unless determined otherwise by DAKOTA COUNTY, only use heavy equipment for woody removal work on frozen ground.

Non-native herbaceous plants - general specs

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

Prescribed burning

- Qualifications:
 - Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents).
 - Burn boss has led burns of similar complexity with similar fuel types. (Ideally should be a RxB3)
 - Crew leaders must be trained (S130-S190), and certifications must be provided to DAKOTA COUNTY.
- Burn boss will be onsite the duration of the running burn.
- Burn Plan: Prepare and submit burn plan to DAKOTA COUNTY at least 30 days prior to intended burn date.
- Permits: Obtain all necessary permits and other arrangements, notifications and safety measures for burning and related activities. Provide copies of local permits and DNR variances to DAKOTA COUNTY staff.
- CONTRACTOR is responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. CONTRACTOR shall be liable for remedying damage due to prescribed fire.
- Burn breaks: Contractor is responsible for preparing effective burn breaks.
- DAKOTA COUNTY Communication: On burn day, review burn strategy with DAKOTA COUNTY staff (if present) prior to burn. Notify DAKOTA COUNTY at least 24 hours prior to commencement of a burn.
- Water: CONTRACTOR will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. Water tank on a mobile vehicle must be available at the site during the burn.
- The use of drones to identify "hot spots" while conducting burns is allowed if the following documentation is submitted prior to the burn. This list is current as of the release of this solicitation, additional documentation may be required at the time of drone use.
 - Drone Registration Number
 - Make/Model of Drone
 - Total Weight of Drone (including any attachments)
 - Copy of FAA Pilot's License or TRUST Certificate
 - Flight Plan
- Site access: Vehicle access locations will be identified in the burn plan. A CONTRACTOR vehicle will be available to access the site.
- Adjacent property access (if necessary): Obtain any necessary permission from adjacent property owners for any needed vehicle access, water access or request to burn any portion of their property.
- Adjacent business and residential neighbors must be notified (coordinate with DAKOTA COUNTY) for all burns.
- CONTRACTOR will seek optimal burn conditions to meet project goals and burn plan requirements. If the CONTRACTOR believes that the minimum performance cannot be met, the CONTRACTOR must first discuss with OWNER/DAKOTA COUNTY before burning.
- Avoid winds that will heavily smoke neighbors or roads.
- Crew stays until all mop-up is complete and all possible sources of ignition are extinguished.
- A follow-up site visit the day after the burn is required, unless DAKOTA COUNTY specifically signs off that it is not needed. Contractor will identify to DAKOTA COUNTY who will return and what time.

- Communications: **all crew** must have radio or similar means of communication
- For any **incident** occurrence - notify DAKOTA COUNTY immediately: Dakota County must be notified immediately: primary contact: Max Samuelson 952-891-7965. If not reachable, contact Shannon Montante 952-891-7503.

Schedule

Herbicide Application and Spot Mowing:

Herbicide application and spot mowing will be performed while target plant is actively growing but prior to seed development. The Contractor that wins the proposal shall follow the proposed outline of work. Contractor must inspect each of the identified sites in this contract (units 10xx) **a minimum of 3 times per growing season** to determine when to spot mow and/or apply herbicide to invasive and noxious vegetation provided in Attachments B and C, unless directed otherwise by the County. The County may also call the Contractor out to spot mow and/or apply herbicide to other areas in Dakota County at the agreed upon hourly rate. If changes are requested by the Contractor, this must be approved by Dakota County staff. The Contractor is **not** responsible for the 3 times per growing season visits to prairie/savanna units during the 2025 growing season. This task is managed by an active vegetation management contract that expires prior to the 2026 growing season. The 3 times per growing season visits in prairie/savanna units will become the Contractor's responsibility starting in growing season 2026.

New Units:

Once a restoration project is completed at LHRP during the time period of this contract, the units will fall under the management of the Contractor. These units will receive the same treatments as like units already listed in this RFP (i.e prairie/savanna units receiving a minimum of 3 growing season visits and woodland units will be managed as directed by the County).

Starting in fall 2026 the restoration phase of a portion of the units in Attachment B, Figure 5 will be complete and fall under the management of the Contractor. All units in this project are woodland and have been managed with goat browsing and critical mowing for 3 growing seasons. Starting in fall 2026 the Contractor may be directed by the County to perform Tasks L, U and/or P in these units. Work directed to these units will fall within the annual tasks estimates (page 3 & 4).

Burn Schedule:

Perform prescribed burn for each site according to burn schedule below for Fall 2025 and Spring 2026. Although all of the sites are not currently scheduled to be burned under the time frame of this contract, the schedule may change, so the Contractor must supply a rate for each site. Rates for those sites which aren't on the schedule will be considered in the alternate bid section and may be added to the schedule at the County's discretion. The County will supply the Contractor with updates to the schedule by February 1 for spring burns and July 1 for fall burns. The Contractor is **not** responsible for prescribed burns in prairie/savanna units in during the fall 2025 burn season. This task is managed by an active vegetation management contract that expires prior to spring burn season 2026. Prescribed burns in prairie/savanna units will become the Contractor's responsibility starting in Spring 2026.

Fall 2025

Prescribed Burn Sites	Acres	Plant Community
1518	3.1	Woodland
1527	5.47	Woodland

1532	6.44	Woodland
1535	8.76	Woodland
1551	6.05	Woodland
1577	3.2	Woodland

Spring 2026

Prescribed Burn Sites	Acres	Plant Community
1005	5.4	Prairie/Savanna
1006	5.3	Prairie/Savanna
1016	3.5	Prairie/Savanna
1024	15.1	Prairie/Savanna
1029	8.73	Prairie/Savanna
1513	4.76	Woodland
1528	6.91	Woodland
1536	6.69	Woodland
1555	4.63	Woodland

c. Specific Restoration, Enhancement and Establishment Tasks

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

Task A. Spot Herbicide Application - Base

Contractor must inspect each of the identified prairie/savanna sites in this contract a minimum of 3 times per growing season to apply herbicide to invasive and noxious vegetation provided in Attachments C and D. The County may also use this hourly rate to call the Contractor out to apply herbicide to other areas, such as raingardens, on Dakota County lands identified in this RFP.

It is the County's expectation that at least 95% of the potential seed producing invasive and noxious weeds have been controlled within the site, meaning that the sprayed plants have been killed or at least prevented from seeding.

Contractor must give the County a 24-hour notice prior to being on site and a follow-up report shall be submitted within 48 hours after spraying confirming the: target plant(s), chemical(s) used, and a map showing the location sprayed. Additional communication is needed around facilities which need herbicide application to confirm the site is not scheduled for public use.

Herbicide applicators must be able to accurately identify all invasive and noxious species listed in the weed control information. Label directions must be followed; active ingredient must be of sufficient percentage to effectively kill the target weeds. Herbicide application must follow label instructions and recommendations, and applicator must follow all industry safety standards. Any deviation from the recommended herbicide being used must be approved by the County.

Contractor must supply an hourly rate per employee to complete this task.

Task B. Spot Mowing - Base

Spot mowing will be used to control patches of certain invasive and noxious vegetation. County recommends use of a flail type mower or handheld weed trimmers; consult with the County before using any other type of equipment.

Contractor must inspect each of the identified prairie/savanna sites in this contract a minimum of 3 times per growing season with spot mowing invasive and noxious vegetation being one of the IPM options for management of species listed in Attachments C and D. The County may also use this hourly rate to call the Contractor out to mow other areas.

It is the County's expectation that at least 95% of the potential seed producing invasive and noxious weeds have been controlled within the site, meaning that the mowed plants have been killed or at least prevented from setting seed.

Contractor must give the County a 24-hour notice prior to being on site and a written follow-up report shall be submitted within 48 hours after mowing confirming the: target plant(s) and a map showing the location(s) mowed. Additional communication is needed around facilities which need mowing to confirm the site is not scheduled for public use.

Contractor must supply an hourly rate per employee to complete this task.

Task C. Hand Weeding - Base

Contractor may be asked to hand pull weeds at times when other vegetation management strategies will not prevent the distribution of viable seed. The species to be hand pulled are a subset of those listed in Attachment D. The hand-pulled plants must be pulled prior to seed dispersal, and plants should be removed in their entirety such that there is insufficient belowground biomass (root material) from which plants could re-sprout.

Contractor must supply an hourly rate per employee to complete this task.

Task D. Planting - Alternate

Contractor may be asked to install herbaceous plant plugs, bare root, or containerized trees and shrubs. The County will supply the plant material, mulch (if needed) and planting plan to the Contractor. Contractor will install plant material, water at the time of installation, and apply mulch as directed by the County. Contractor must then give notice by phone or email within 24 hours after planting has been completed.

Contractor must supply an hourly rate per employee to complete this task.

Task E. Watering - Alternate

Contractor may be asked to water newly installed plant material during dry spells. Contractor must then give notice by phone or email within 24 hours after watering has been completed.

Contractor must supply an hourly rate per employee to complete this task.

Task F. Prescribed Burning (Prairie/Savanna) - Base

Perform prescribed burn for each site according to burn schedule. Although all of the sites are not currently scheduled to be burned under the time frame of this contract, the schedule may change so the Contractor must supply a price for each site unless otherwise noted in the Bid Tab. The County will supply the Contractor with updates to the schedule by February 1 for spring burns and August 1 for fall burns.

Contractor shall prepare, submit, and receive all necessary permits/approvals from appropriate entities prior to conducting prescribed burns. Burns shall be conducted under prescription conditions only.

Burn plans shall be created by the Contractor and submitted to the County by April 1 for spring burns and September 1 for fall burns. The County recognizes that all portions of a burn unit may not burn completely; therefore, the County Representative will work closely with the Contractor to develop reasonable burn objectives for each burn unit.

Contractor is responsible for preparing burn breaks and obtaining permission from adjacent landowners for any needed vehicle access, or water access. The Contractor will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. A water tank on a mobile vehicle must be available at the site during the burn.

Contractor shall mow around any desirable or purchased trees in the area to be burned, including but not limited to: bur/white oak trees 1 inch in diameter and larger, patches of wild plum, and any tree with mulch around the base, others as identified by County.

Contractor shall notify the County at least 24 hours prior to commencement of a burn with additional communication needed for burns around facilities to confirm the site is not scheduled for public use. On the day of the burn, the following parties must be contacted: Department of Natural Resources, local fire marshal(s), Dakota County Dispatch, Goodhue County Dispatch and County liaison.

Contractor will seek optimal burn conditions to meet project goals and burn plan objectives. If the Contractor believes that the objectives cannot be fully met, the Contractor must first discuss with the County before igniting. Contractor's burn boss shall be onsite the duration of the running burn. Contractor's crew shall be on site until all mop-up is complete and all possible sources of ignition are extinguished.

Contractor responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. The Contractor shall be liable for remedying damage due to prescribed fire. For any incident occurrence, Dakota County must be notified immediately: Dakota County must be notified immediately: primary contact: Max Samuelson 952-891-7965. If not reachable, contact Shannon Montante 952-891-7503.

Unless directed otherwise by Dakota County, the Contractor shall perform a site inspection the day following a prescribed burn to ensure that re-ignition has not occurred.

Contractor will supply a per acre/per unit rate for this task. Different units may have different per acre rates.

Task G. Prescribed Burning (Woodlands) - Base

Contractor shall provide a per acre quote for prescribed burns in County designated woodlands within the project area. The County will supply the Contractor with updates to the schedule by February 1 for spring burns and July 1 for fall burns.

Contractor shall prepare, submit, and receive all necessary permits/approvals from appropriate entities prior to conducting prescribed burns. Burns shall be conducted under prescription conditions only.

Burn plans shall be created by the Contractor and submitted to the County Representative by April 1 for spring burns and September 1 for fall burns. The County recognizes that all portions of a burn unit may not burn completely; therefore, the County Representative will work closely with the Contractor to develop reasonable burn objectives for each burn unit.

Contractor is responsible for preparing burn breaks and obtaining permission from adjacent landowners for any needed vehicle access, or water access. The Contractor will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. A water tank on a mobile vehicle must be available at the site during the burn.

Contractor shall mow or rake around any desirable or purchased trees in the area to be burned, including bur/white oak trees 1 inch in diameter and larger and any tree with mulch around the base.

Contractor shall notify the County at least 24 hours prior to commencement of a burn with additional communication needed for burns around facilities to confirm the site is not scheduled for public use. On the day of the burn, the following parties must be contacted: Department of Natural Resources, local fire marshals, Dakota County Dispatch, Goodhue County Dispatch, and County liaison.

Contractor will seek optimal burn conditions to meet project goals and burn plan objectives. If the Contractor believes that the objectives cannot be fully met, the Contractor must first discuss with the County before igniting. Contractor's

burn boss shall be onsite the duration of the running burn. Contractor's crew shall be on site until all mop-up is complete and all possible sources of ignition are extinguished.

Contractor responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. Contractor shall be liable for remedying damage due to prescribed fire. For any incident occurrence, Dakota County must be notified immediately: primary contact: Dakota County must be notified immediately: primary contact: Max Samuelson 952-891-7965. If not reachable, contact Shannon Montante 952-891-7503.

Unless directed otherwise by Dakota County, the Contractor shall perform a site inspection the day following a prescribed burn to ensure that re-ignition has not occurred.

Contractor will supply a per acre/per unit rate for this task. Different units may have different per acre rates.

Task H. Broadcast Herbicide Application (Site Preparation) - Alternate

As a component of site preparation for future native plantings, the Contractor may be asked to apply a broad-spectrum herbicide (preferred: aquatic-safe formulation of glyphosate) to kill all of the vegetation on a site prior to subsequent site preparation techniques.

Contractor must give the County a 24-hour notice prior to being on site and a follow-up report shall be submitted within 48 hours after spraying confirming the chemical(s) used and a map showing the location sprayed. The Contractor is expected to post clear temporary signage indicating the spray date, chemical used, and public re-entry date.

Within two weeks, a County Representative will confirm the completeness of the application, and Contractor shall be called out to address any deficiencies as described in the Performance Standards below. After a period of two weeks, Contractor may be asked to re-apply herbicide for additional weed control as a separate implementation of this task.

The herbicide active ingredient concentration must be sufficient to effectively kill plants in the target area. Herbicide applicators must be licensed and must follow label instructions and recommendations, and applicator must follow all industry safety standards. Any deviation from the recommended herbicide being used must be approved by the County.

Contractor must supply a per acre rate to complete this task.

Task I. Hand Seeding - Base

Contractor may be asked to seed smaller areas or slopes by hand. The County will supply the native seed, cover crop and seed rate to the Contractor. Contractor will install seed by hand or with handheld broadcast seeders.

Contractor must supply an hourly rate per employee to complete this task.

Task J. Broadcast Seeding - Base

Contractor may be asked to seed large areas with a broadcast seeder. The County will supply the native seed, cover crop and seed rate to the Contractor. Contractor will disk, rake, cultivate or harrow the site prior to seeding to ensure there is a good seed bed. Contractor shall install seed with broadcast spreader and firm the soil with a roller or cultipacker perpendicular to the slope immediately after seeding and while soil conditions are not wet (soil moisture at field capacity or drier). Cultipacking may not be possible or practical in wetlands or in areas where soil preparation was non-intensive; therefore, gentle raking of seeded areas should be conducted to ensure good seed-to-soil contact.

Contractor must give the County a 24 hour notice prior to being on site and the County must approve the seed bed prior to seeding. Contractor must then give notice by phone or email within 24 hours after seeding has been completed.

Contractor will supply a per acre cost for this task.

Task K. Drill Seeding - Alternate

Contractor may be asked to seed large areas with a drill. The County will supply the native seed, cover crop and seed rate to the Contractor. Contractor will disk the site prior to seeding to ensure there is a good seed bed. Contractor will install seed with a no till drill in two directions, perpendicular to one another.

Contractor must give the County a 24 hour notice prior to being on site and the County must approve the seed bed prior to seeding. Contractor must then give notice by phone or email within 24 hours after seeding has been completed.

Contractor must supply per acre rate for this task.

Task L. Establishment Mowing - Alternate

This task will be used to mow newly planted prairies/savannas to prevent invasive/weedy species from setting seed. Contractor shall mow establishment management areas when the vegetation reaches 12 inches. The vegetation will be mowed to a height of no less than 4 inches.

Contractor must give the County a 24 hour notice prior to being on site and must give notice by phone or email within 48 hours after mowing has been completed. Additional communication is needed around facilities which need mowing to confirm the site is not scheduled for public use.

Contractor must supply a per acre cost for this task.

Task M. Erosion Control Blanket Installation - Alternate

Within 72 hours of seeding on slopes steeper than 3:1 or in sensitive areas as identified by the County, Contractor shall procure and install County-approved, wildlife-friendly (see [MNDNR WFEC Fact Sheet, 2013](#)) Category 3N or 4N Natural Net erosion control blanket (installed after seeding and following manufacturer's instructions). Choice of blanket (3N vs. 4N) is site-specific and at the County's discretion, Contractor shall supply all approved blanket and materials needed for installation (e.g., sod staples).

Contractor must supply a per acre cost for this task.

Task N. Straw mulching - Alternate

Within 72 hours of seeding as requested by the County, Contractor will apply 4,000 lbs/acre (approximately one 75 lb bale per 800 sq ft) of straw or hay onto flat areas and slopes up to three feet vertical to one foot horizontal (3:1). Contractor shall supply straw or hay, which shall be certified weed-free hay or threshed straw of wheat, rye, oats, or barley. The resulting mulch shall not exceed 1-2 inches depth and 20-40% of the original ground surface should be visible. In areas with less than 3:1 slope, straw or hay shall be punched with a crimper or roller in two perpendicular passes, with the second pass parallel to the contour of the slope.

If straw/hay crimping is not possible or not practical (e.g., in wetlands or in areas where soil preparation was non-intensive), machine or hand spread straw/hay at a rate of 4,000 lbs/acre (depending on existing cover of desirable native vegetation, slopes, soil erodibility, etc.), Contractor will manually punch in straw/hay with a spade or shovel such that the straw/hay stands perpendicular to the slope at one foot intervals.

Contractor must supply per acre rate for this task.

Task O. Tree Removal - Alternate

Contractor may be asked to remove select unwanted trees, larger than 4" dbh, from Dakota County lands identified in this RFP.

All material, including boles, stems and branches, **must** be removed from site or burned. 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.

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

Brush Piles for Burning

It is acceptable to not remove small branches that are less than 1/4" diameter—they may be left on the site—but must be scattered and in contact with the ground so that they readily decompose in approximately one to two years.

Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter. Brush piles to be burned shall not be located on prairie remnants, over areas containing rare plants, or over areas containing more than 25% ground cover of native plants. Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by heat or flames from fire. All burn piles must be approved by the County. Ensure no debris (trash, plastic, etc.) other than the cut woody material is placed in the burn piles.

Contractor will supply an hourly rate per employee for this task.

Task P. Brush Removal - Base

Contractor may be asked to remove select unwanted brush, 4" dbh and smaller, from Dakota County lands identified in this RFP.

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.

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

Brush Piles for Burning

It is acceptable to not remove small branches that are less than 1/4" diameter—they may be left on the site—but must be scattered and in contact with the ground so that they readily decompose in approximately one to two years.

Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter. Brush piles to be burned shall not be located on prairie remnants, over areas containing rare plants, or over areas containing more than 25% ground cover of native plants. Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by heat or flames from fire. All burn piles must be approved by the County. Ensure no debris (trash, plastic, etc.) other than the cut woody material is placed in the burn piles.

Contractor will supply an hourly rate per employee for this task.

Task Q. Brush Pile Burning - Alternate

Contractor may be asked to burn piles of *previously cut and stacked* brush. The Contractor shall prepare, submit, and receive all necessary permits/approvals from appropriate entities prior to burning brush piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and area shall be thoroughly raked prior to seeding. County will supply seed to be applied for burn scars. Where appropriate, County may request contractor utilize County supplied biochar kilns to burn brush piles.

NOTE: Brush pile burning or otherwise removing woody material is INCLUDED in the rates for Tree Removal and Brush Removal. This task would be used for burning piles created by others (i.e. Dakota County staff, volunteers, etc).

Contractor must supply an hourly rate per employee to complete this task.

Task R. Prescribed Burn Follow-up - Alternate

Contractor may be called out by County for prescribed burn follow-up (beyond the required walk through the day following a burn). This task may be utilized at the County's discretion, likely when rH is low and winds are high for multiple days following woodland prescribed burns. Contractor will thoroughly scout burned area and will extinguish all smoldering/smoking material. This task may also be utilized to pay Contractor to keep a staff person on-site overnight after a woodland prescribed burn to monitor smoldering material and allow it to burn down while being supervised. Necessity of utilizing this task for overnight monitoring will vary based on site conditions, fuel conditions and weather. Whether this task will be utilized in this way, will be based on mutually agreed upon plan between Dakota County and Contractor.

Contractor must supply an hourly rate per employee to complete this task.

Task S. Forestry Mowing - Alternate

Contractor may be asked to perform woody brush control using a forestry mower on the Dakota County lands identified in this RFP. A map would be provided by the County and flagging would be in place if needed to mark the boundary to be mowed. The 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. Contractor must coordinate a start time with the County and must notify the County immediately once mowing has been completed. Forestry mowing shall be done in a manner that does not cause rutting or other damage to trails or soil.

Contractor must supply a quote for a per acre rate for this task.

Task T. Mowing with Thatch Removal - Alternate

This task will be used to mimic grazing in some of our restored prairies. Contractor may be asked to mow certain areas ranging from 1 to 40 acres. After mowing is completed, Contractor must remove thatch from the site within 96 hours to ensure that ground layer vegetation will not be damaged. If bales are created, they must be removed from the site within 48 hours of baling.

Contractor must give the County a 24 hour notice prior to being on site and must give notice by phone or email within 48 hours after mowing has been completed. Additional communication is needed around facilities which need mowing to confirm the site is not scheduled for public use.

Contractor must supply a per acre cost for this task.

Task U. Fall Foliar Herbicide Application - Base

Contractor will manage invasive woody whips, resprouts, and seedlings. Dakota County will provide maps and priority work units by early September.

Target woody whips, resprouts and seedlings (<1/2" diameter or <3' tall). Species designated for removal/control are provided in Attachment C. Primary target species are buckthorn and honeysuckle.

Task will be performed at the request and under the direction of Dakota County staff.

Unless targeting oriental bittersweet, use County-approved foliar herbicide in late fall, to minimize damage to desirable vegetation. Herbicide application instructions given on the label shall be followed at all times. Dye shall be used to facilitate Contractor spraying and County inspection. Care shall be taken not to affect non-target vegetation.

Contractor will supply a per acre/per unit rate for this task. Different units may have different per acre rates.

Task V. McDonough Prairie Enhancement – Special Project

Units 1005 (5.4 acres) and 1006 (5.3 acres) are mesic prairie units that were most recently restored in 2022. The most recent restoration is a re-do of an initial 2018 restoration that didn't properly establish. The site was formerly agricultural and the site of a homestead, before being bisected by the initial road to the Lebanon Hills Regional Park Visitor Center, which was later decommissioned. The past land-use has left these prairie units with heavily compacted soil. Establishment mowing and occasional spot herbicide application has taken place in the 2023, 2024 and 2025 growing seasons. Native vegetation is well established north of McDonough Lake in unit 1005. The portion of unit 1005 west of McDonough and all of unit 1006 have seen modest improvements in native vegetation, but have persistent problems with invasive vegetation that warrant a more strategic approach than the regular IPM visits that are prescribed in this solicitation for other prairie/savanna units.

Put together a proposal that identifies what steps you would take to continue the establishment of prairie in units 1005/1006 over the next three years. Submit a narrative detailing the proposed methodology, labor costs and timeline for completing this work. Use tasks A-U to formulate the proposal for this task. Narrative shall also include CONTRACTOR'S proposed methodology for ensuring quality control and adherence to performance standards. 1005 and 1006 are currently on the burn schedule for spring 2026. The Contractor may adjust the season and year for the prescribed fire on these units to best fit their methodology, and if changed prairie/savanna units of similar complexity and size from the alternate proposal bid tab will be substituted by the County for Spring 2026.

D. Performance Standards

Management Task	Payment Schedule	Performance Standards	Corrective Measures
A. Spot Herbicide Application	Full payment upon completion and achievement of performance standard.	Targeted vegetation has been treated and there is visual confirmation of treatment by County Representative.	Contractor must send crew out to treat missed targeted vegetation within three weeks after initial application. Contractor will not be paid for additional hours for re-treatment within this time period. After re-inspection and confirmation of completeness by the County, payment will be released for initial application.
B. Spot Mowing	Full payment upon completion and achievement of performance standard.	Targeted vegetation has been cut down with cut vegetation dispersed to avoid clumping and smothering of new growth.	If mowing results in any clumping, smothering of new growth, or if ruts are formed, Contractor will CEASE activity until conditions improve. If County deems it necessary, Contractor will remove thatch from mowed areas and/or repair ruts and seed damaged area prior to the release of payment.
C. Hand Weeding	Full payment upon completion and achievement of performance standard.	100% of targeted species have been removed in areas designated to be hand weeded. Plants are removed in their entirety such that there is insufficient belowground biomass (root material) from which plants could re-sprout.	Any missed targeted species found in work area will be removed by Contractor before payment is released.

D. Planting	Full payment upon completion and achievement of performance standard.	100% of designated plants have been installed using best practices, watered at time of planting, and mulched as directed by the County	Any plants improperly installed will be replanted by the Contractor before payment is released. If plant death is determined to have been caused by improper planting techniques, Contractor must replace plants at their own cost.
E. Watering	Full payment upon completion and achievement of performance standard.	100% of areas designated to be watered have been watered.	Any missed areas will be returned to within 48 hours and watered before payment is released.
F. Prescribed Burning (Prairie/Savanna)	Full payment upon completion and achievement of performance standard.	<p><u>Immediately following burn:</u></p> <p>Within burn unit(s), all fine fuels with appropriate height, connectivity, and moisture have burned.</p> <p>Full payment at 85% consumption within any given 100 m² area; for areas with less than 85% consumption, payment will be made proportionally scaled by the fraction of black area to the total area of the planned burn unit</p>	Contractor will seek optimal burn conditions to meet project goals. If the Contractor believes that the minimum performance cannot be met, then Contractor must first discuss with the County.
G. Prescribed Burning (Woodlands)	Full payment upon completion and achievement of performance standard.	<p><u>Immediately following burn:</u></p> <p>Within burn unit(s), all fine fuels with appropriate height, connectivity, and moisture have burned.</p> <p>For woodland areas: County Representative shall work closely with Contractor to develop burn objectives. Burn shall be conducted within prescription. County Representative and Contractor will come to mutual agreement to begin ignitions, and Contractor will be paid per burn unit attempted, regardless of final consumption.</p>	Contractor will seek optimal burn conditions to meet project goals. If the Contractor believes that the minimum performance cannot be met, then Contractor must first discuss with the County.
H. Broadcast Herbicide Application (Site Preparation for Seeding)	Full payment upon completion and achievement of performance standard.	100% of the areas designated for herbicide application have been treated and there is visual confirmation of treatment by County Representative.	Contractor must send crew out to treat missed targeted vegetation within two weeks after initial application. Contractor will not be paid for re-treatment within this time period. After re-inspection and confirmation of completeness by the County, payment will be released for initial application.

I. Hand Seeding	Full payment upon completion and achievement of performance standard.	100% of areas designated to receive seed have been seeded and lightly raked.	Any areas missed will be seeded and all seeded areas will be lightly raked before payment is released.
J. Broadcast Seeding	Full payment upon completion and achievement of performance standard.	100% of areas designated to receive seed have been seeded and seeded area is firmed with roller or culti-packer while soil drier than field capacity. If soil is too wet to be cultipacked, then seeded area is to be lightly raked.	Any areas missed will be seeded and all seeded areas will be firmed or lightly raked before payment is released.
K. Drill Seeding	Full payment upon completion and achievement of performance standard.	100% of areas designated to receive seed have been seeded.	Any areas missed will be seeded before payment is released.
L. Establishment Mowing	Full payment upon completion and achievement of performance standard.	Establishment mowings occurred at a height and frequency appropriate for establishing native seed and preventing invasive/weedy species from seedset. At no time is the vegetation to be taller than 12", and mowing height shall be no less than 4".	If mowing results in any clumping, smothering of new growth, or if ruts are formed, Contractor will CEASE activity until conditions improve. If County deems it necessary, Contractor will remove thatch from mowed areas and/or repair ruts and seed damaged area prior to the release of payment.
M. Erosion Control Blanket Installation	Full payment upon completion and achievement of performance standard.	100% of seeded areas have had blanket installed. Blanket is secured according to manufacturer's instructions.	Any missed areas will be covered and covering will be secured before payment is released.
N. Straw Mulching	Full payment upon completion and achievement of performance standard.	100% of seeded areas have had straw installed. Straw mulch has been punched into soil manually or by crimping.	Any missed areas will be covered and covering will be secured before payment is released.

O. Tree Removal	<p>75% partial payment upon completion and achievement of Checkpoint 1 performance standard.</p> <p>Remaining 25% payment upon completion and achievement of Checkpoint 2 performance standard.</p>	<p>Checkpoint 1: 100% of identified target trees have been cut and stump-treated with herbicide. For trees, logs with a diameter of 8 inches or larger and 10 feet in length or longer may be left on site <i>if approved by County</i>, as long as they are not visible from use areas. All other stems and branches stacked for burning or otherwise staged for removal from the site.</p> <p>Checkpoint 2: Woody material has been burned or otherwise removed from the site. Wood ash, charcoal and any remaining woody debris shall be dispersed by the Contractor. Burn scar areas shall be thoroughly raked prior to seeding. Burn scars are to be hand seeded with County supplied seed mix.</p>	<p>Any missed woody material found in work area will be dealt with by Contractor before payment is released.</p> <p>If ruts are created while skidding material, Contractor will CEASE activity until conditions improve. If County deems it necessary, Contractor will repair ruts and seed damaged area prior to the release of payment.</p>
P. Brush Removal	<p>75% partial payment upon completion and achievement of Checkpoint 1 performance standard. Remaining 25% payment upon completion and achievement of Checkpoint 2 performance standard.</p>	<p>Checkpoint 1: 100% of identified target brush has been cut and stump-treated with herbicide. All stems and branches stacked for burning or otherwise staged for removal from the site. Small branches that are less than 1/4" diameter may be left on the site, but must be scattered and in contact with the ground.</p> <p>Checkpoint 2: Woody material has been burned or otherwise removed from the site. Wood ash, charcoal and any remaining woody debris shall be dispersed by the Contractor. Burn scar areas shall be thoroughly raked prior to seeding. Burn scars are to be hand seeded with County supplied seed mix.</p>	<p>Any missed woody material found in work area will be dealt with by Contractor before payment is released.</p> <p>If ruts are created while skidding material, Contractor will CEASE activity until conditions improve. If County deems it necessary, Contractor will repair ruts and seed damaged area prior to the release of payment.</p>
Q. Brush Pile Burning	<p>75% partial payment upon completion and achievement of Checkpoint 1 performance standard.</p> <p>Remaining 25% payment upon completion and achievement of Checkpoint 2 performance standard.</p>	<p>Checkpoint 1: 100% of designated brush piles have been burned. Wood ash, charcoal and any remaining woody debris shall be dispersed by the Contractor.</p> <p>Checkpoint 2: Burn scar areas shall be thoroughly raked prior to seeding. Burn scars are to be hand seeded with County supplied seed mix.</p>	<p>Any designated but unburned brush piles will be burned and the corresponding areas will be prepped and reseeded before payment is released.</p>
R. Prescribed Burn Follow-up	<p>Full payment upon completion and achievement of performance standard.</p>	<p>100% of smoking or smoldering material has been extinguished.</p>	

S. Forestry Mowing	<p>75% partial payment upon completion of mowing with heavy equipment as per achievement of Checkpoint 1 performance standard.</p> <p>Remaining 25% payment upon completion and achievement of Checkpoint 2 performance standard.</p>	<p>Checkpoint 1: Targeted species with stems <6" diameter have been mowed flush to ground in 100% of the designated area.</p> <p>Checkpoint 2: All missed stems of targeted species $\geq 1/8$" diameter and over 4" tall have been removed (e.g., via brush cutting) and treated with approved herbicide in follow-up visit to designated area after Checkpoint 1. All stems >1/4" diameter have been removed from use areas (trails and turf).</p>	<p>Damage to non-target trees will result in a penalty of up to \$10 per 1" diameter at breast height, assessed at Checkpoint 1.</p> <p>Any missed stems must be cut and any debris in use areas must be removed before final payment is released as per Checkpoint 2.</p>
T. Mowing with Thatch Removal	Full payment upon completion and achievement of performance standard.	After mowing is completed, Contractor must remove thatch from the site within 96 hours to ensure that ground layer vegetation will not be damaged. If bales are created, they must be removed from the site within 48 hours of baling.	If ruts are created during mowing, Contractor will CEASE activity until conditions improve. If County deems it necessary, Contractor will repair ruts and seed damaged area prior to the release of payment.
U. Fall Foliar Herbicide Application	Full payment upon completion and achievement of performance standard.	At least 95% of targeted vegetation has been treated and there is visual confirmation of treatment by County Representative.	In areas where desirable herbaceous vegetation is killed or seriously damaged, these areas will be reseeded with the most appropriate seed mix approved by the County at the expense of the contractor.

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

GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

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

Max Samuelson, Natural Resources Specialist
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Email Address:
max.samuelson@co.dakota.mn.us
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Phone: 952-891-7965
Fax: 952-891-7565

B. Questions

Questions regarding this RFP must be submitted by email and must be received no later than 8/8/2025.

Responses to the questions submitted will be posted on the County's website no later than 8/11/2025, at Doing Business [Request For Bids, Proposals and Information:](http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx)
<http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>

C. Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by County staff in a written addendum and posted on the County's website at Doing Business – [Request For Bids, Proposals and Information:](http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx)
<http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>.
No verbal modification will be binding.

D. Examination of Proposal Documents

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

E. Prevailing Wages

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

F. Pre-Contractual Expenses

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

G. Contract Award

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

H. Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

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

I. Joint Offers

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

J. Dakota County Rights

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

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

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

SUBMISSION OF PROPOSAL

A. Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one (1) electronic copy of the proposal by 1:00 PM on 8/15/2025 to [Email Address: parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us).

B. 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.

C. Proposal Contents

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

1. 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:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm;
- b. Acknowledgment of receipt of RFP addenda, if any;
- c. Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
- d. 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
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. 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.

3. 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.

4. Qualifications and Experience

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

5. Narrative 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 must submit a narrative including methodology, timeline and labor costs for the McDonough Prairie Enhancement (Task V). Narrative shall also include Contractor's proposed methodology for ensuring quality control and adherence to performance standards for all work outlined in this RFP. For this proposal assume work can begin as soon as the contract is executed. The selected Contractor will work with County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.

6. Proposal Bid Tab and Proposal Bid Form

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

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

7. 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.

8. Trade Secret Information

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

9. 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."

10. 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.

11. 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

A. Program Timeline and Extension(s)

1. 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 initial term of the contract to be awarded under this RFP is anticipated to be upon execution through September 30th, 2026, but may be adjusted to accommodate unforeseen delays.
2. This Contract may be extended, upon written agreement of the County and Contractor for up to two additional twelve-month terms, subject to the County's determination that the Contractor has satisfactorily performed the services and the respective contract maximums are included in the approved respective annual County budget. The cumulative contract payments will not exceed \$930,000 from the start of the contract.
3. Such extension(s) shall be under the same provisions stated in this Contract, with no option to negotiate or renegotiate any new or existing provisions. An extension merely continues the original Contract.
4. Written notice of intent to extend shall be given to Contractor at least 60 calendar days prior to the end of the Initial Term, but no more than 90 calendar days before the end of the Initial Term.
5. Before the commencement of any extension term, Contractor shall submit a certificate(s) of insurance to the County that demonstrates coverage as set forth Attachment E. Contractor shall ensure that these certificates remain valid and enforceable during the entire extension term.
6. Upon receipt of notice of intent to extend, and contingent upon satisfactory performance of the services and the respective contract maximums being included in the approved respective annual County budget, the County may send Contractor a letter confirming the extension, based upon the terms and contract maximums stated above.
 - i. Release: 8/1/25
 - ii. Questions Due: 8/8/25
 - iii. Responses to Questions Posted: 8/11/25
 - iv. Proposals Due: 1:00 PM on 8/15/25
 - v. Contractor Selection: 8/18/25
 - vi. Anticipated Contract Start Date: 10/1/25
 - vii. Initial Contract Term End Date: 9/30/26
 - viii. First Contract Extension Term End Date: 9/30/27
 - ix. Second Contract Extension Term End Date: 9/30/28

B. Budget and Payment

1. Contractor Budget

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

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

2. Payment for Services

- i) Total cost. The cumulative contract maximum including contract extension terms will not exceed \$930,000 from the start of the contract.

- ii) The First Extension Term shall be from October 1, 2026 through September 30, 2027 and the rates **from the initial term will be increased by 3%.**
- iii) The Second Extension Term shall be from October 1, 2027 through September 30, 2028 and the rates **from the first extension term will be increased by 3%.**

The Owner will make payments as follows:

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

Contractor should send invoices to the County monthly but no later than two months after task is completed.

PROPOSAL EVALUATION CRITERIA

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

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

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

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

ATTACHMENT A: PROPOSAL BID FORM

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

PROJECT: **Lebanon Hills Regional Park: 2025 Vegetation Management**

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 **Lebanon Hills 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 \$930,000 from the start of the contract.

1. **BASE TASK RATE PROPOSAL:** Hourly and per acre rates to provide all work required per attached quotation documents. (Use spreadsheet, pages 3 and 4 of Quotation Form, 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: This Contract may be extended, upon written agreement of the County and Contractor for up to two additional twelve-month terms, subject to the County's determination that the Contractor has satisfactorily performed the services and the respective contract maximums are included in the approved respective annual County budget. The cumulative contract payments will not exceed \$930,000 from the start of the contract.

The initial term contract term begins on the date of Contract execution through September 30, 2026.

The First Extension Term shall be from October 1, 2026 through September 30, 2027 and the rates from the initial term will be increased by 3%.

The Second Extension Term shall be from October 1, 2027 through September 30, 2028 and the rates from the first extension term will be increased by 3%.

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)

Lebanon Hills Regional Park 2025 Vegetation Management 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 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 \$930,00 from the start of the contract.

Lebanon Hills Regional Park Vegetation Management 2025 Proposal 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 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 \$930,00 from the start of the contract.					
Task:	Estimated:	Unit:	Unit Rate:	Cost:	
A) Spot Herbicide Application	950	Hours		\$ -	
B) Spot Mowing	400	Hours		\$ -	
C) Hand Weeding	50	Hours		\$ -	
F) Prescribed Burning (Prairie/Savanna)	0	Acres	Varies	Varies	
G) Prescribed Burning (Woodland)	0	Acres	varies	Varies	
I) Hand Seeding	25	Hours		\$ -	
J) Broadcast Seeding	17	Acres		\$ -	
P) Brush Removal	22	Acres		\$ -	
U) Fall Foliar Herbicide Application	25	Acres		\$ -	
Base Proposal Task Subtotal:				\$ -	
Prescribed Burn Sites:	Actual:	Unit:	Unit Rate:	Cost:	Plant Community
1518	3.1	Acres		\$ -	Woodland
1527	5.47	Acres		\$ -	Woodland
1532	6.44	Acres		\$ -	Woodland
1535	8.76	Acres		\$ -	Woodland
1551	6.05	Acres		\$ -	Woodland
1577	9.26	Acres		\$ -	Woodland
1005	5.4	Acres		\$ -	Prairie/Savanna
1006	5.3	Acres		\$ -	Prairie/Savanna
1016	3.5	Acres		\$ -	Prairie/Savanna
1024	15.106	Acres		\$ -	Prairie/Savanna
1029	8.73	Acres		\$ -	Prairie/Savanna
1513	4.76	Acres		\$ -	Woodland
1528	6.91	Acres		\$ -	Woodland
1536	6.69	Acres		\$ -	Woodland
1555	4.63	Acres		\$ -	Woodland
Base Proposal Prescribed Burn Subtotal:				\$ -	
Base Proposal Lump Sum:				\$ -	

Alternate Proposal Bid:					
Alternative Task:	Estimated:	Unit:	Unit Rate:		
D) Planting	as needed	Hours			
E) Watering	as needed	Hours			
H) Broadcast Herbicide Application	as needed	Hours			
K) Drill Seeding	as needed	Acres			
L) Establishment Mowing	as needed	Acres			
M) Erosion Control Blanket Installation	as needed	Acres			
N) Staw Mulching	as needed	Acres			
O) Tree Removal	as needed	Hours			
Q) Brush Pile Burning	as needed	Hours			
R) Prescribed Burn Follow-Up	as needed	Hours			
S) Forestry Mowing	as needed	Acres			
T) Mowing with Thatch Remval	as needed	Acres			
Alternate Prescribed Burn Sites:	Actual:	Unit:	Unit Rate:	Cost:	Plant Community
1001	1.5	Acres		\$ -	Prairie/Savanna
1002	6.4	Acres		\$ -	Prairie/Savanna
1003	8.4	Acres		\$ -	Prairie/Savanna
1004	6.5	Acres		\$ -	Prairie/Savanna
1007	0.6	Acres		\$ -	Prairie/Savanna
1008	2.5	Acres		\$ -	Prairie/Savanna
1009	6.3	Acres		\$ -	Prairie/Savanna
1010	10.4	Acres		\$ -	Prairie/Savanna
1011	14	Acres		\$ -	Prairie/Savanna
1012	11.8	Acres		\$ -	Prairie/Savanna
1013	4.5	Acres		\$ -	Prairie/Savanna
1014	2.1	Acres		\$ -	Prairie/Savanna
1015	4.5	Acres		\$ -	Prairie/Savanna
1017	2.4	Acres		\$ -	Prairie/Savanna
1018	7.6	Acres		\$ -	Prairie/Savanna
1019	2.1	Acres		\$ -	Prairie/Savanna
1020	6.9	Acres		\$ -	Prairie/Savanna
1021	1.7	Acres		\$ -	Prairie/Savanna
1022	8.6	Acres		\$ -	Prairie/Savanna
1023	11.9	Acres		\$ -	Prairie/Savanna
1025	5.7	Acres		\$ -	Prairie/Savanna
1026	1.1	Acres		\$ -	Prairie/Savanna
1027	1	Acres		\$ -	Prairie/Savanna
1028	1.1	Acres		\$ -	Prairie/Savanna
1030	8.3	Acres		\$ -	Prairie/Savanna
1031	5.985	Acres		\$ -	Prairie/Savanna
Woodland Prescribed Burn (minimum of 2 acres)	Varies	Acres			Woodland
Alternative Burn Unit Subtotal:					

ATTACHMENT B: Project Maps/Site Access

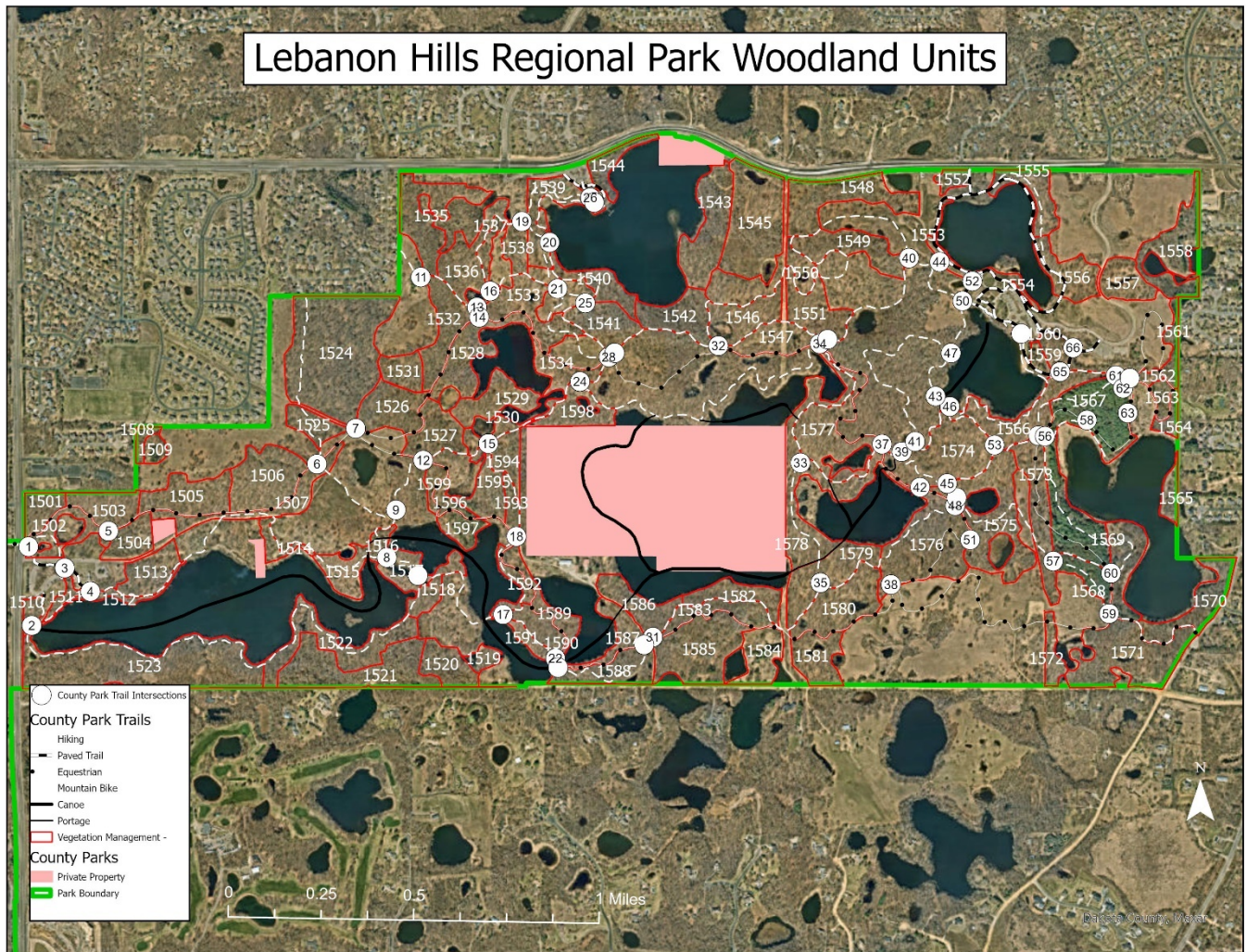


Figure 1: Map depicting woodland vegetation management units at Lebanon Hills Regional Park

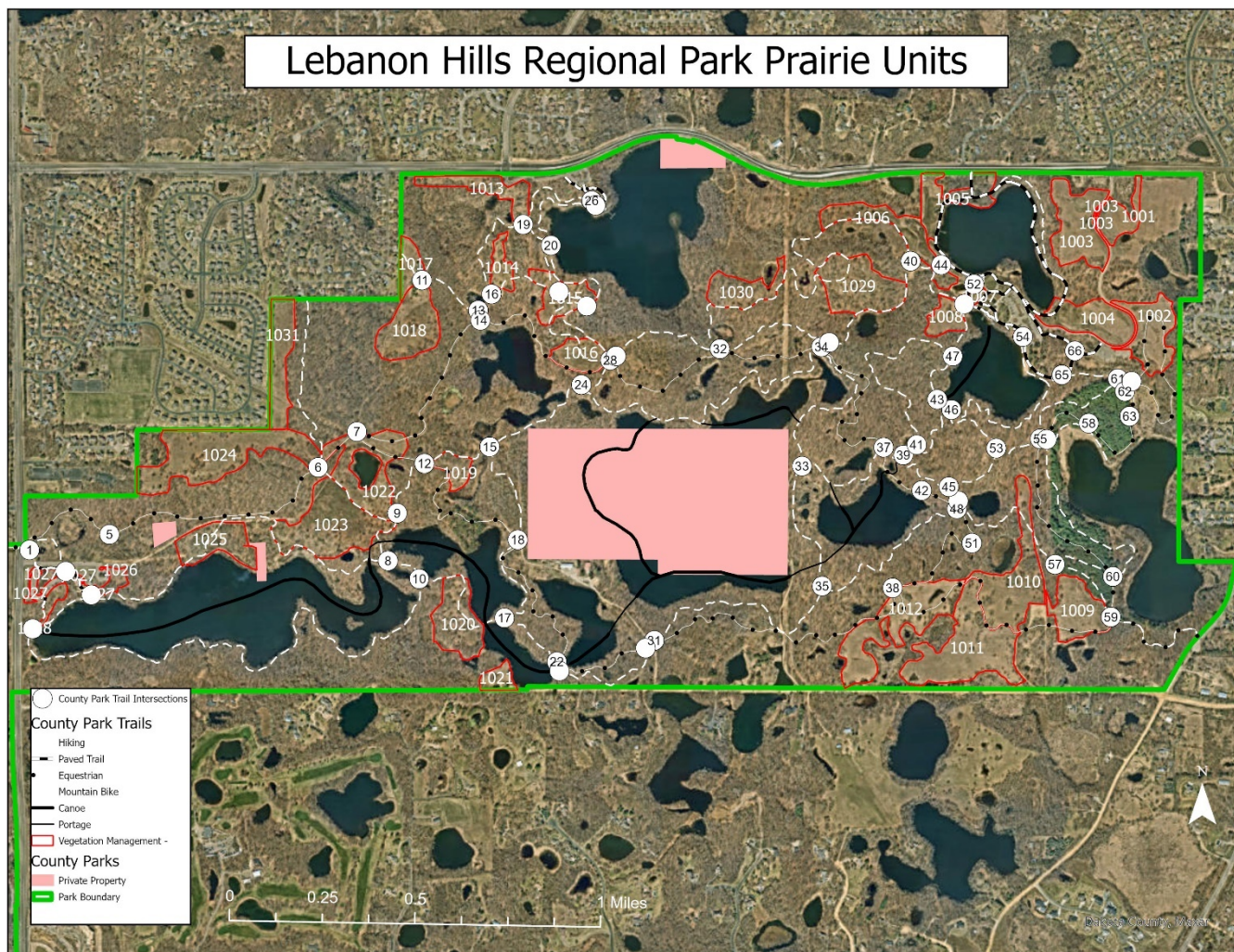


Figure 2: Map depicting prairie/savanna vegetation management units at Lebanon Hills Regional Park

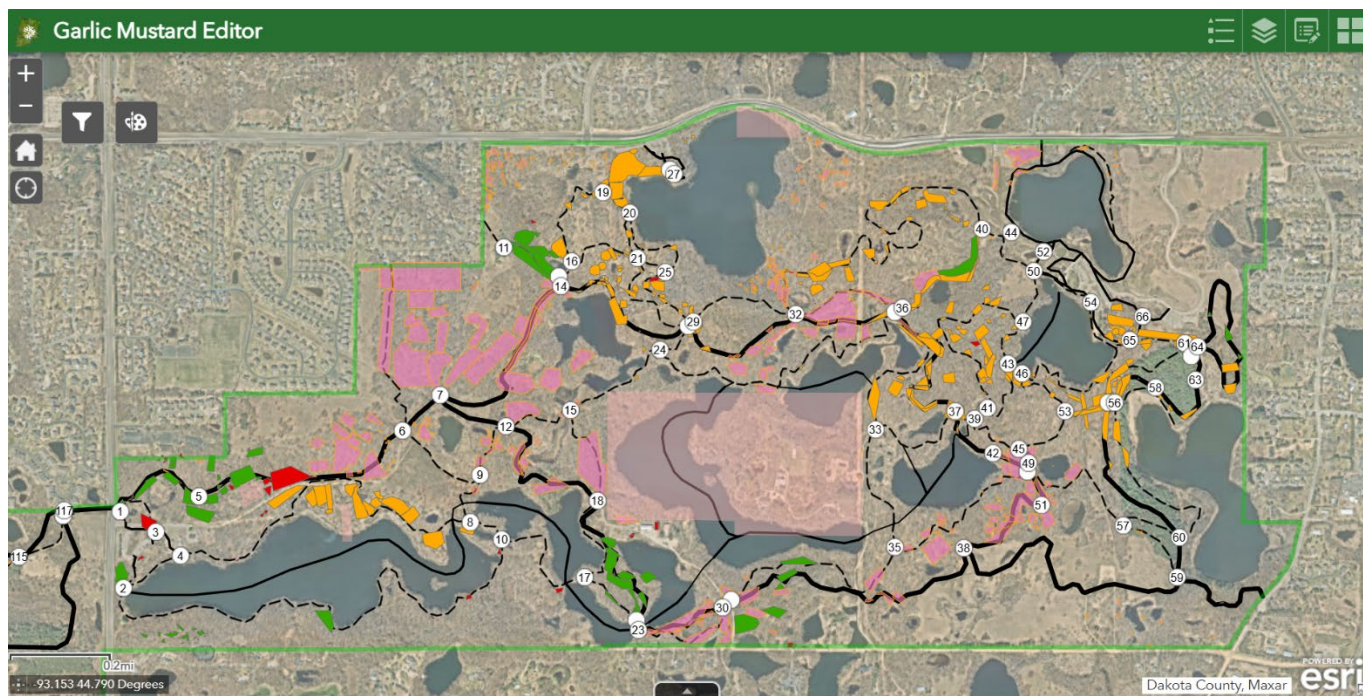


Figure 3: A screen shot of the web map used to communicate and track garlic mustard treatments at Lebanon Hills Regional Park with the Contractor. The pink polygons are a good representation of the area the Contractor can expect to be responsible for. Green, red and orange polygons are managed by volunteers.

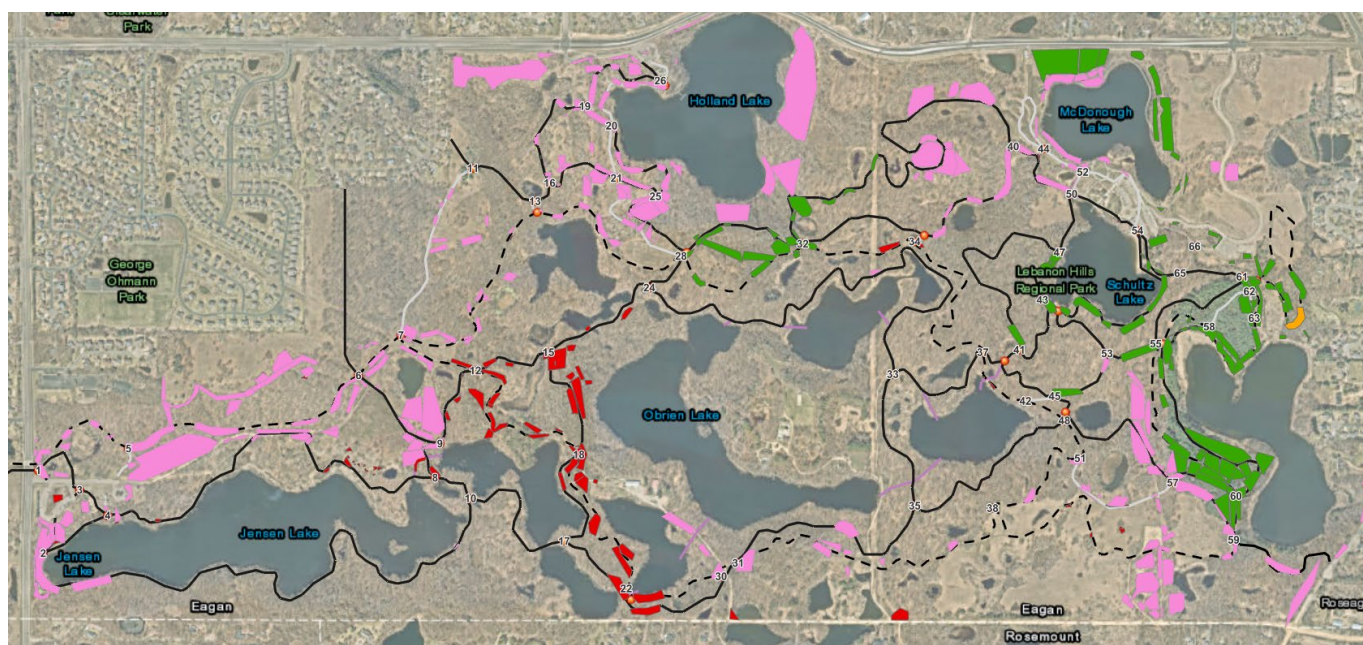


Figure 4: A screen shot of the web map used to communicate and track hedge parsley treatments at Lebanon Hills Regional Park with the Contractor. The Pink polygons area a goo representation of the area the Contractor can expect to be responsible for. Green, red and orange polygons are managed by volunteers.



Figure 5: A map depicting areas that are currently being managed with goat browsing. As noted in the schedule section on page 7, a portion of these goat browse units will become vegetation management units during the period of the contract, and the County may ask the Contractor to perform tasks Tasks L, U and/or P in these units.

Site Access Points

Lebanon Hills - Visitor Center

Lebanon Hills Regional Park Visitor Center is located at 860 Cliff Road Eagan, MN 55123. These units are all accessible by trails from the Visitor Center parking lots.

Lebanon Hills - Equestrian Trailhead

The address for this site is 800 120th Street West Eagan, MN 55123. This parking lot is for equestrian users with permits only, so contractor vehicles must be marked. If employee personal vehicles are to be parked here, get a temporary permit from Dakota County to hang on mirror. Park vehicles on north end of parking lot.

Lebanon Hills – Holland Lake

The address for this site is 1100 Cliff Road, Eagan, MN 55123. There is a gated service road that goes from the Holland Lake trailhead driveway, directly to Unit 1015, or the trail system can be used to access units.

Parkridge Neighborhood access

Units 1017/1018 and surrounding units can be accessed via trails from the Holland Lake Trailhead (1100 Cliff Road, Eagan, MN 55123), **or by foot** via the neighborhood park entrance located just south of the residential home at 4683 Parkridge Drive, Eagan, MN 55123.

1024 and surrounding woodland units can be accessed via the neighborhood park entrance located just south of the residential home at 1302 Interlachen Dr, Eagan MN, 55123. This access point can accommodate vehicle access.

1524 can be accessed **by foot** via the neighborhood park entrance just west of the residential home at 4655 Parkridge Dr, Eagan MN, 55123.

Lebanon Hills – Old Maintenance Shop

the Lebanon Hills Maintenance Facility (1075 120th St W, Rosemount, MN 55068) can be used as an access point. *Note that this maintenance shop will be demolished during this vegetation management contract and access could periodically be limited as a result, but the access road will remain long term.*

Lebanon Hills – 120th St W.

The dead end round-a-bout at the west end of 120th Street West (west of the Lebanon Hills Maintenance Facility – 1075 120th St. W, Rosemount, MN 55068) is good access for units 1020, 1021 and surrounding woodland units.

Lebanon Hills – Carriage Hills Dr

The dead end of Carriage Hills Drive (1350 Carriage Hills Drive Eagan, MN 55123.) from the Jensen Lake Trailhead can be used for site access.

Lebanon Hills – Jensen Trailhead

The Jensen Lake Trailhead and surrounding trails can be used as access. The address for this site is 1350 Carriage Hills Drive Eagan, MN 55123.

ATTACHMENT C: List of Woody Species Designated for Removal

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
<i>Acer ginnala</i>	Amur maple	Remove all
<i>Acer platanoides</i>	Norway maple	Remove all
<i>Acer negundo</i>	Boxelder	Reduce per owner's instruction*
<i>Acer saccharinum</i>	Silver maple	Reduce per owner's instruction*
<i>Berberis thunbergii</i>	Japanese barberry	Remove all
<i>Caragana arborescens</i>	Siberian peashrub	Remove all
<i>Celastrus orbiculatus</i>	Oriental bittersweet	Remove all
<i>Eleagnus angustifolia</i>	Russian olive	Remove all
<i>Eleagnus umbellata</i>	Autumn olive	Remove all
<i>Euonymus alatus</i>	Winged euonymus	Remove all
<i>Frangula alnus</i>	Glossy buckthorn	Remove all
<i>Fraxinus pennsylvanica</i>	Green ash	Reduce per owner's instruction*
<i>Lonicera x bella</i>	Showy fly honeysuckle	Remove all
<i>Lonicera morrowii</i>	Morrow's honeysuckle	Remove all
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all
<i>Lonicera xylosteum</i>	European fly honeysuckle	Remove all
<i>Morus alba</i>	White mulberry	Remove all
<i>Populus alba</i>	White poplar, European poplar	Remove all
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all
<i>Rhus</i> spp.	Sumac	Reduce per owner's instruction*
<i>Rubus</i> spp.	Raspberry/blackberry	Reduce per owner's instruction*
<i>Robinia pseudoacacia</i>	Black locust	Remove all
<i>Rosa multiflora</i>	Multiflora rose	Remove all
<i>Sorbus aucuparia</i>	European mountain-ash	Remove all
<i>Ulmus pumila</i>	Siberian elm	Remove all
<i>Zanthoxylum americanum</i>	Prickly ash	Reduce per owner's instruction*

*Should be controlled, but not eradicated. Cut near ground level; only treat with chemical per COUNTY's direction.

ATTACHMENT D: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
<i>Alliaria petiolata</i>	Garlic mustard	Control aggressively
<i>Arctium minus</i>	Common burdock	Control aggressively
<i>Bromus inermis</i>	Smooth brome grass	Control aggressively
<i>Bromus tectorum</i>	Cheatgrass	Control aggressively
<i>Cardamine impatiens</i>	Narrowleaf bittercress	Control aggressively
<i>Carduus acanthoides</i>	Plumeless thistle	Control aggressively
<i>Carduus nutans</i>	Musk thistle	Control
<i>Centaurea stoebe</i> ssp. <i>micranthos</i>	Spotted knapweed	Control aggressively
<i>Cirsium arvense</i>	Canada thistle	Control aggressively
<i>Cirsium vulgare</i>	Bull thistle	Control
<i>Dactylis glomerata</i>	Orchard grass	Monitor. Control if necessary.
<i>Daucus carota</i>	Queen Anne's lace	Control
<i>Echinochloa muricata</i>	Barnyard grass	Control
<i>Elymus repens</i>	Quack grass	Monitor. Control if necessary.
<i>Euphorbia esula</i>	Leafy spurge	Control aggressively
<i>Reynoutria japonica</i>	Japanese knotweed	Control aggressively
<i>Hesperis matronalis</i>	Dame's rocket	Control aggressively
<i>Linaria vulgaris</i>	Common toadflax (Butter & eggs)	Control aggressively
<i>Lotus corniculatus</i>	Birds foot trefoil	Control
<i>Lythrum salicaria</i>	Purple loosestrife	Control aggressively
<i>Medicago sativa</i>	Alfalfa	Control
<i>Melilotus alba</i>	White sweet clover	Control
<i>Melilotus officinalis</i>	Yellow sweet clover	Control
<i>Pastinaca sativa</i>	Wild parsnip	Eradicate
<i>Phalaris arundinacea</i>	Reed canary grass	Control aggressively
<i>Phleum pratense</i>	Timothy	Monitor. Control if necessary.
<i>Phragmites australis</i> ssp. <i>australis</i>	Common Reed Grass, non-native subspecies	Eradicate
<i>Poa pratensis</i>	Kentucky bluegrass	Control
<i>Rumex crispus</i>	Curly dock	Control
<i>Saponaria officinalis</i>	Soapwort (Bouncing Bet)	Control aggressively
<i>Securigera varia</i>	Crown vetch	Control aggressively
<i>Setaria</i> spp.	Foxtail grasses	Monitor. Control if necessary.
<i>Solanum dulcamara</i>	Bittersweet nightshade	Control aggressively
<i>Tanacetum vulgare</i>	Common tansy	Eradicate
<i>Torilis japonica</i>	Japanese hedge parsley	Eradicate
<i>Trifolium pratense</i>	Red clover	Control
<i>Trifolium repens</i>	White clover	Monitor. Control if necessary.
<i>Verbascum thapsus</i>	Mullein	Control

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

ATTACHMENT E: STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

ATTACHMENT F: INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

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

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

☐ 3. Professional Liability

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

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

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 6. Evidence of Insurance.

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

☒ 7. Insurer: Policies.

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

☒ 8. Release and Waiver.

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

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

so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

ATTACHMENT G: SAMPLE CONTRACT

Dakota County Contract #DCA

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

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

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the services generally described in the Choose an item. and Contractor's Proposal (collectively, “Services”).
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.6. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.
- 3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
 - B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
 - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
 - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as **Exhibit Attachment**. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

5. INDEPENDENT CONTRACTOR STATUS

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

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

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

B. Actions or omissions that give rise to strict liability; or

C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract

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

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

7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

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

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

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

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

8. INSURANCE

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

9. SUBCONTRACTING

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

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

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

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

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

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

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

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

10. FORCE MAJEURE

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

11. DEFAULT

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

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

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

12. TERMINATION

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

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

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that

are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 12.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 3 **[Exhibit 1 Attachment]** (Standard Assurances) and the indemnity provisions of section 7.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

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

14. AUTHORIZED REPRESENTATIVE

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

To Contractor:

[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, Notices regarding breach or termination shall also be provided to:

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

15. LIAISON

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

Contractor Liaison: [Name]
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. MERGER

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

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

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

20. CONFIDENTIALITY

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

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

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

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

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

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

21. ELECTRONIC SIGNATURES

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

22. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract.

It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

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

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

COUNTY OF DAKOTA

CONTRACTOR

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

By: **SAMPLE**
[Name, Title]
[Department]

By: **SAMPLE**
Signature

Date of Signature: **SAMPLE**

SAMPLE
Title

Date of Signature: **SAMPLE**

Contract Number: DCA

ATTACHMENT H: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

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

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature

Title

Date

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

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

V.7 Revised: MMH (06-19)

ATTACHMENT I: TRADE SECRET FORM

Trade Secret Information Form

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

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process;
AND
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

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

Submit this form as part of the Bid or Proposal response

Revised: 6/28/2018

Authorized Signature

Title

Date